



CITY OF SYRACUSE, MAYOR BEN WALSH
300 South State Street, Suite 700 Syracuse, NY 13202

Department of Neighborhood and Business Development
 Jake Dishaw, Zoning Administrator
 Office of Zoning Administration – P: (315)448-8640 E: Zoning@syr.gov

<u>MaSPR-24-33</u>	Staff Report – October 21, 2024
Application Type:	Major Site Plan Review
Project Address:	1030 E Genesee St. (Tax Map ID: 048.-12-02.1)
Summary of Proposed Action:	The applicant is applying for a Major Site Plan Review to renovate a hotel (The Mayflower) into a multi-unit dwelling land use type. The renovation will create 52 apartment units and will have 82 parking spaces which are part of a parking, access, and utility easement with the Scholar Syracuse property.
Owner/Applicant	Shin Mayflower LLC (John Hoover) (Owner/Applicant)
Existing Zone District:	Urban Core, MX-4 Zone District
Surrounding Zone Districts:	The neighboring properties to the north, south, east and west are all located in the Urban Core, MX-4 Zone District
Companion Application(s)	No Companion Application
Scope of Work:	The scope of work includes: (1) Exterior washing of soiled brick on north building elevation; (2) 6” x 4” air intake and exhaust louvers to provide code requirement make-up air (louvers to match brick color); (3) South elevation-small louver to accommodate laundry room exhaust air; (4) Interior renovations to convert hotel rooms to multi-unit dwelling apartments; and (5) Improvements to site entrance, including the portico.
Staff Analysis:	<p><u>Factors:</u></p> <ul style="list-style-type: none"> - The subject property stopped operation as a hotel on October 2nd and has been in operation since the 1920s. - The proposed on-site parking spaces including the easement with the neighboring property contain are sufficient for the proposed 52 multi-dwellings units. - The location of parking spaces is in compliance with the zoning code pursuant to ReZone Art. 3, Sec. 3.3C(12)a. - The applicant will include six affordable dwelling units pursuant to ReZone Art. 3 Sec. 3.3A(2)b - Proposed land use type of multi-unit dwellings is a permitted land use type in the MX-4 Zone District and reflects surrounding neighborhood characteristics. - Proposed project in compliance with Art. 4 Sec 4.6D of ReZone standards and regulations. <p><u>Recommended conditions:</u></p> <ul style="list-style-type: none"> - Applicant shall commit to the provision of 10% affordable units for the proposed 52 units. The required number of affordable units may vary if there is a change to the total number of apartment units; any such changes require recertification with the Department of Neighborhood & Business Development - All affordable units will have the same structural, fixtures, appliances, and materials as the market rate apartments. - Affordable units must be evenly distributed among the different types (# bedrooms) of units. - The affordable dwelling units shall be available to qualifying households that fall within 80% Area Median Income of the Syracuse Metropolitan Statistical Area. - The applicant shall verify the income of qualified households every year with the

	<p>Department of Neighborhood and Business Development</p> <ul style="list-style-type: none"> - The affordability requirement shall be in perpetuity and shall not expire. - Applicant shall obtain prior permission from the Code Enforcement Office, when construction activities need to occur on Saturdays and only between 7 am and 5pm - Trucks shall be prohibited from idling outside of the construction sites. - Construction equipment will be placed as far as possible from nearby sensitive receptors that have a direct line-of-sight to the construction area pursuant to the terms of the building permits. - Renovations shall follow all ADA compliance requirements
Zoning Procedural History:	<ul style="list-style-type: none"> - R-22-63M1 Resubdivision to divide one property into two new lots with a modification to the lot lines after initial approval on inactive lot 1030-60 E Genesee St. includes easement for 82 parking spaces Approved
Summary of Zoning History:	<p>In 2022, the property known as 1030-60 E Genesee St. was resubdivided to separate the one lot into two lots, which are currently known as Lot 1030A and Lot 1060A. The modification changed the lot lines between the properties. This project also included the 82-parking space easement agreement between both properties.</p>
Code Enforcement History:	<p>See attached code enforcement history.</p>
Summary of Changes:	<p>This is not a continued application.</p>
Property Characteristics:	<p>The lot is irregularly shaped with 170.60 feet of frontage on East Genesee Street. The eastern and southern property lines border 341.5 feet of 1060 E Genesee Street. The western property line borders 245.25 feet of 1000 E Genesee St. & Crouse Ave. There will be no changes to the property lines, structural, or impervious surface coverage will be reduced. The total square footage of the lot is 30,666.24 SF. The building makes up 9,695.04 SF or 32% of the lot.</p>
SEQR Determination:	<p>Pursuant to the 6 NYCRR §617.5(c)(18), the proposal is an Unlisted Action.</p>
Onondaga County Planning Board Referral:	<p>Pursuant to GML §239-l, m and n, the proposal met the referral criteria for Onondaga County Planning Board to review. They included recommended modifications to the proposed action prior to local board approval of the proposed action:</p> <ul style="list-style-type: none"> • The applicant must contact the Onondaga County Department of Water Environment Protection (WEP) Plumbing Control Division to discuss any requirements for the proposed change in use of the site, including scheduling a reinspection of the premises and obtaining the appropriate permits for all plumbing installations. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.

Application Submittals: The application submitted the following in support of the proposed project:

- Major Site Plan Review application
- Short Environmental Assessment Form Part 1
- Site Photo Key (Sheet SK-100). Prepared by Timberwolf Capital Properties, LLC; dated 08/29/24; Scale: As Shown
- Elevation Photos of 1030 E Genesee Street.
- Site Survey of New Lot 1030-A: Scholar at Syracuse, Part of Block No. 366, City of Syracuse, Onondaga County, New York. Prepared by Timothy Coyer of Ianuzi & Romans Land Surveying P.C. Scale: 1"=20".
- Affordability Agreement for Mayflower Apartment Complex
- Site Plans (Sheets L-002, A-004, A-003, A-101, A-102, A-103, A-104). Prepared by QPK Design; dated:

MaSPR-24-33

06/25/2024; Scale: as noted.

- Elevation Plans (Sheets A-201 and A-202). Prepared by QPK Design; dated: 06/25/2024; Scale: as noted.

Attachments:

Major Site Plan Review Application

Code Enforcement History

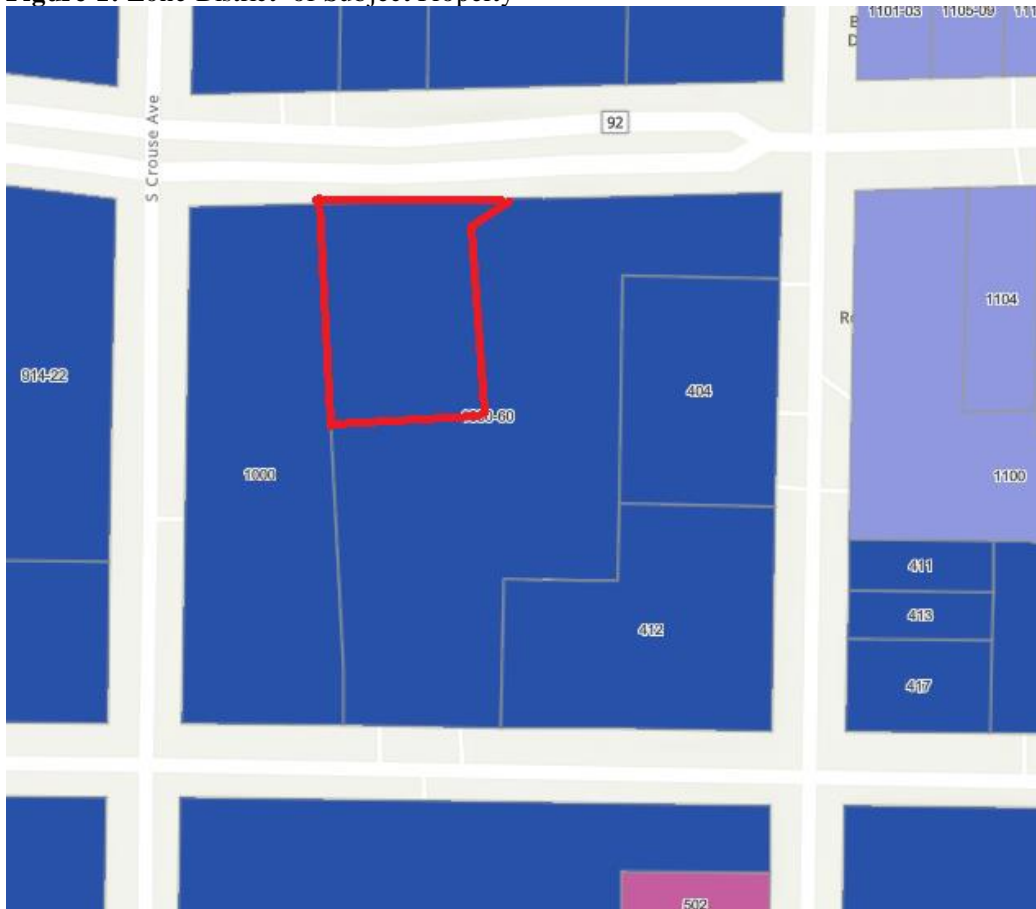
Short Environmental Assessment Form Part 2 & Part 3

IPS Comments from City Departments

Affordability Agreement for Mayflower Apartment Complex

Context Maps:

Figure 1: Zone District of Subject Property



Description: Figure 1 shows the current Zone District of the subject property. Most recent resubdivision has yet to be reflected in Zoning Map.

Image Source: City of Syracuse Neighborhood and Business Development, ReZone Syracuse Zoning Map

Figure 2: Aerial Imagery of Subject Property



Description: Figure 2 shows satellite imagery of the subject property. Most recent subdivision has yet to be reflected in County Tax Parcel Map.

Image Source: ConnectExplorer™, Eagle View Technology Corporation



September 9, 2024

City of Syracuse
Office of Zoning Administration
300 S. State St, Suite 600
Syracuse, NY 13202

**RE: Mayflower Renovation – 1030 E. Genesee Street
Site Plan Review
CHA Project No. 097380**

Dear Zoning Administration:

CHA, on behalf of the applicant, is pleased to submit the site plan review application for the renovation of the Mayflower building at 1030 E. Genesee Street. The proposed renovations will convert the Mayflower from a hotel to a multifamily dwelling building. The renovation will create 52 apartment units and will have 82 parking spaces which are part of a parking, access and utility easement with the Scholar Syracuse property.

If you should require any additional information or have any questions, please do not hesitate to contact our office at 315-257-7258 or BHarrell@chasolutions.com.

Very truly yours,

A handwritten signature in black ink that reads "Benjamin Harrell". The signature is written in a cursive, flowing style.

Benjamin G. Harrell, P.E.
Engineer IV

Enclosures

Cc:

V:\Projects\ANY\K7\097380.000\07_Permitting\Local\1 - Site Plan Application-8-19-24\0 - Site Plan Review Cover Letter.doc



Site Plan Review Application

Office of Zoning Administration
 300 S State St, Suite 700
 Syracuse, NY 13202
 Phone: (315) 448-8640
 Email: zoning@syr.gov.net

Summary of Site Plan Review Procedure

The Site Plan Review procedure is summarized below. For complete details, see Sections 7.3 and 7.4.A of the Zoning Ordinance.

1	Pre-Application Conference	<i>Option for minor; required for major site plan</i>	
2	Application Submittal and Processing	<i>Submit to Office of Zoning Administration</i>	Submittal and Internal Review
3	Staff Review and Action	<i>Review by Office of Zoning Administration for minor and major; decision by Office of Zoning Administration for minor site plan</i>	
4	Scheduling and Notice of Public Hearings	<i>Optional for minor; required for major site plan</i>	Hearings and Decision-Making
5	Review and Decision	<i>Does not apply for minor; review and decision by City Planning Commission for major</i>	
6	Post-Decision Actions and Limitations	<i>Site plan expires after one year (unless extended)</i>	

1. Pre-Application Conference

- Opportunity for the applicant to meet with Zoning staff to review applicable submittal requirements, identify applicable procedures, and identify any issues associated with the proposed development

2. Application Submittal and Processing

- Submit to Office of Zoning Administration along with applicable fees

3. Staff Review and Action

- Applications are not considered complete until all required submittals are received
- Includes evaluation of the application under the State Environmental Quality Review Act (SEQR)
- Staff renders a decision for minor site plan review

4. Scheduling and Notice of Public Hearings

- Not applicable for minor site plan
- The major site plan application shall be scheduled for a public hearing before the City Planning Commission

5. Review and Decision

- For major site plans, the City Planning Commission shall hold a public hearing within 62 days of the determination that the application is complete

6. Post-Decision Actions and Limitations

- The Office of Zoning Administration shall mail a copy of the decision to the applicant
- Site plan approval shall expire if the authorized use or construction has not obtained all necessary permits within one year of approval, or an extension is granted



For Office Use Only	
Zone District: _____	
Application Number: _____ - _____ - _____	
Date: _____	

Office of Zoning Administration
 300 S State St, Suite 700
 Syracuse, NY 13202
 Phone: (315) 448-8640
 Email: zoning@syrgov.net

Site Plan Review Application

*This application may be emailed, or mailed, or delivered in person to the Syracuse Office of Zoning Administration. Do not bind application materials. Faxed submissions will not be processed. **Email submissions must be packaged together in a single PDF with all applicable materials, please call if you want to discuss another electronic delivery method.** If you wish to discuss the application with a member of our staff, please call ahead for an appointment.*

General Project Information

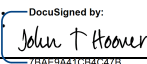
Business/project name: Mayflower Renovation	
Street address (as listed in the Syracuse Department of Tax Assessment property tax records): 1030 E. Genesee Street	
Tax Map ID#: 048-12-02.3	Lot size (sq. ft.): +/-30,665
Current use of property: Hotel	Proposed: Multifamily Dwelling
Current number of dwelling units (if applicable): N/A	Proposed: 52
Current number of affordable dwelling units (if applicable): N/A	Proposed: 6
Current onsite parking (if applicable): 12 (82 Total within parking easement)	Proposed: 12 (82 Total in parking easement)
Zone District (base and any overlay) of property: MX-4	
Companion zoning applications (if applicable, list any related zoning applications):	
Type of Site Plan: <input checked="" type="checkbox"/> Major <input type="checkbox"/> Minor	
Project construction (check all that apply): <input checked="" type="checkbox"/> Demolition (full or partial) <input type="checkbox"/> New construction <input type="checkbox"/> Exterior alterations <input checked="" type="checkbox"/> Site changes	
Detailed description of the project (required): Renovation of the existing hotel to multifamily dwelling units and improvements to the site entrance for residents	



Site Plan Review Application

Office of Zoning Administration
 300 S State St, Suite 700
 Syracuse, NY 13202
 Phone: (315) 448-8640
 Email: zoning@syr.gov.net

Owner/Owner's Agent Certification

<i>By signing this application below, I, as the owner of the property under review give my endorsement of this application.</i>	
Print owner's name: Shin Mayflower LLC (John Hoover IIII)	
Signature: <small>DocuSigned by:</small>  <small>7BAE9A41CB8C47B...</small>	Date: 9/9/2024
Mailing address: PO Box 4369 Jackson WY 83001	
Phone: 307-699-9892	Email: jhoover@bridgercorp.com
Print authorized agent's name:	Date:
Signature:	
Mailing address:	
Phone:	Email:
The names, addresses, and signatures of all owners of the property are required. Please attach additional sheets as needed. If a property owner designates an authorized agent as a legal representative to apply on their behalf or to present the project at the City Planning Commission, please attach an executed power of attorney. Faxed or photocopied signatures will not be accepted.	

Required Submittal Sheet

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Please submit one copy of each of the following:

- **APPLICATION** – filled out completely, dated, and signed by property owner as instructed
- **STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQR)** – Short Environmental Assessment Form (SEAF) Part One filled out to the best of your ability, dated, and signed
- **PHOTOGRAPHS (COLOR) of the PROJECT SITE** – keyed to a property survey or site plan
- **PHOTOGRAPHS (COLOR) of the STREETScape** – including properties adjacent to and across the street from the project site, labeled with addresses and keyed to a property survey or site plan
- **APPLICATION FEE** – \$0

*Please submit PDFs of plans into one PDF package containing all applicable submittal requirements detailed below. For projects with multiple sites, **separate site plan review applications must be submitted for each project site.** Hard copies of plans may be submitted in person. All plans must include a title block with author, date, scale, and the Property Tax Assessment address, and must be an accurate graphic representation of all pertinent information that can be correctly interpreted by any person without additional explanation. Plans do not need to be stamped by a licensed professional unless noted below:*

- **AS BUILT PROPERTY SURVEY(S)** of all involved properties illustrating boundaries and current conditions including structures, fencing, parking surface, and retaining walls (signed and stamped by a licensed surveyor)
- **SITE PLAN(S)** illustrating site alterations and post project conditions that are/will be different from the as built property survey including:



Site Plan Review Application

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- Zoning (density, setbacks, bldg. and parking surface coverage, screening) and onsite parking requirements
- Demolitions and post demolition conditions
- Structures
- Parking areas including surface type, dimensioned spaces, number of spaces, traffic patterns, and coverage
- Loading dock and delivery areas
- Dumpsters and/or trash receptacles
- Landscaping including type, height, and number of plantings
- Screening including parking, dumpsters, and site
- Fencing including type and height
- Lighting including structure heights and luminaries wattage
- Ground signs
- Street rights-of-way conditions, existing and proposed, including curb cuts, driveways, sidewalks, and plantings
- Encroachments, existing or proposed, into the City rights-of-way including stairs, signs, and awning

FLOOR PLANS (when required for review) for new construction, additions, and change of zoning use/building occupancies with square footages and all applicable layouts (e.g., customer areas, kitchens, bathrooms, bedrooms, etc.) clearly labeled for land uses

EXTERIOR BUILDING ELEVATIONS AND SPECIFICATIONS (when required for review) with all dimensions, materials, and colors clearly illustrated and noted (Schematics or color renderings can be submitted in addition to elevation drawings, if available)

EXTERIOR SIGNAGE DRAWINGS (when required for review) showing all of the following:

- Size
- Type
- Location (photos may be used to show location. Exact placement must be included for ground signs – measurements from structure to sign location and distance from sign to property line (not sidewalk). For wall signs, the distance from the top of the sign to roofline, from ground to bottom of the sign, and measurement from the side of the building to the side of the sign must be shown)

All existing and proposed signs (sign plan may be required. Attach additional pages if necessary):

Size:	Type:	Location:
Size:	Type:	Location:

Short Environmental Assessment Form

Part 1 - Project Information

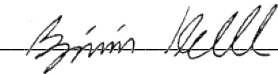
Instructions for Completing

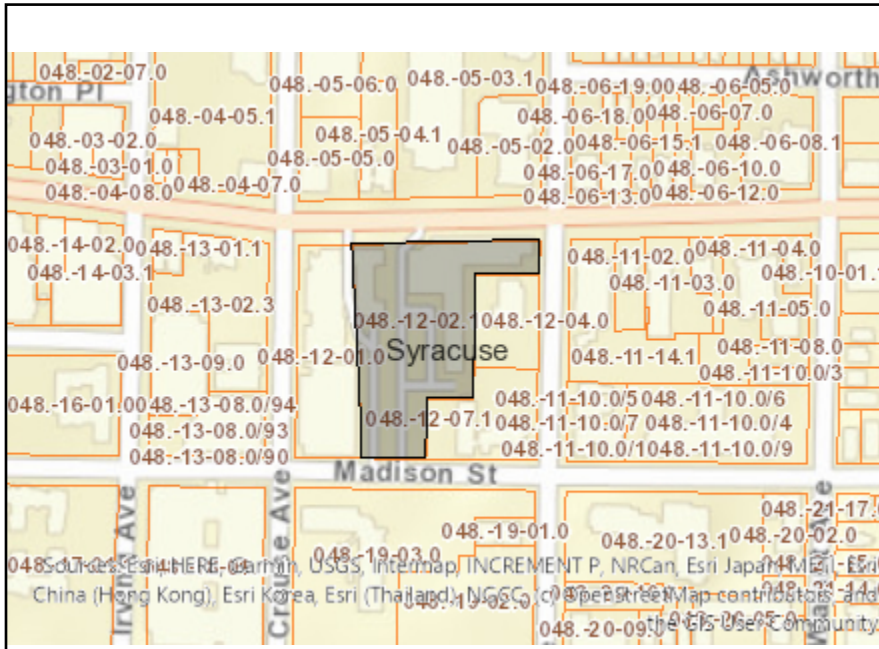
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Mayflower Renovation			
Project Location (describe, and attach a location map): 1030 E Genesee Street, Syracuse NY 13210			
Brief Description of Proposed Action: Renovation of existing mayflower building from a hotel to a multifamily apartment building.			
Name of Applicant or Sponsor: Timberwolf Capital Properties, LLC & CHA Consulting Inc (c/o Ben Harrell)		Telephone: 35-257-7258	
Address: 300. S. State Street Suite 600		E-Mail: BHarrell@chasolutions.com	
City/PO: Syracuse		State: NY	Zip Code: 13202
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.704 acres			
b. Total acreage to be physically disturbed? _____ 0.05 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.704 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. 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? Adjacent to The Aldine, Grace Episcopal Church, The Plaza, University Methodist Church E. Genesee St Armory, 914 Works, Dr. Jacob Levy Residence, Temple Society of Concord b. 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?	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ Within 2000' of completed remediation sites 734111, B00003, V00502 all three have completed remediation	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p style="text-align: center;">I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>CHA Consulting Inc. (C/O Ben Harrell)</u> Date: <u>8-29-2024</u></p> <p>Signature: <u></u> Title: <u>Project Engineer IV</u></p>		

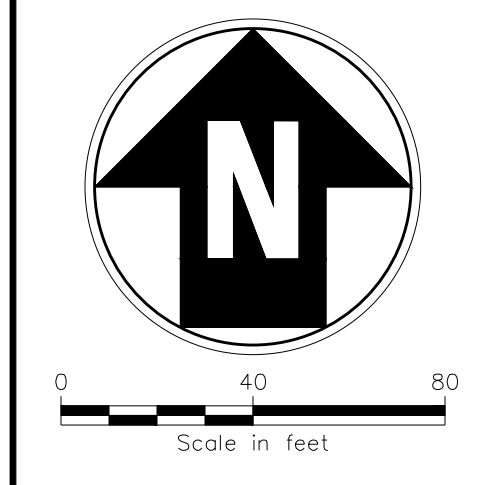


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

File: V:\PROJECTS\ANY\097380_000\09_DESIGN\EXHIBITS\SITE PHOTOS\PLANSK-100 PHOTO KEY.DWG
 Saved: 8/29/2024 1:31:08 PM, Plotted: 8/29/2024 1:31:20 PM, Current User: Harrell, Benjamin, LastSavedBy: JFT



**TIMBERWOLF CAPITAL
 PROPERTIES, LLC**
 PO BOX 4369
 JACKSON, NY 83001

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO TAKE THE MEASUREMENTS OR ANY MEASUREMENTS OF A LICENSED PROFESSIONAL, AS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE MEASUREMENTS, ALTERATIONS, ALLOWANCES, OTHER FEATURES, THE DATE OF SUCH ALTERATIONS AND A BRIEF DESCRIPTION OF THE ALTERATION.

MAYFLOWER RENOVATION
 1030 E GENESEE ST.
 SYRACUSE, NY 13210

No.	Submittal / Revision	Appr	By	Date

SITE PHOTO KEY

Designed By:	Drawn By:	Checked By:
BGH	BGH	JFT
Issue Date:	Project No.:	Scale:
08/29/24	097380	AS SHOWN

Drawing No.:
SK-100
 Sheet 1 of 1



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



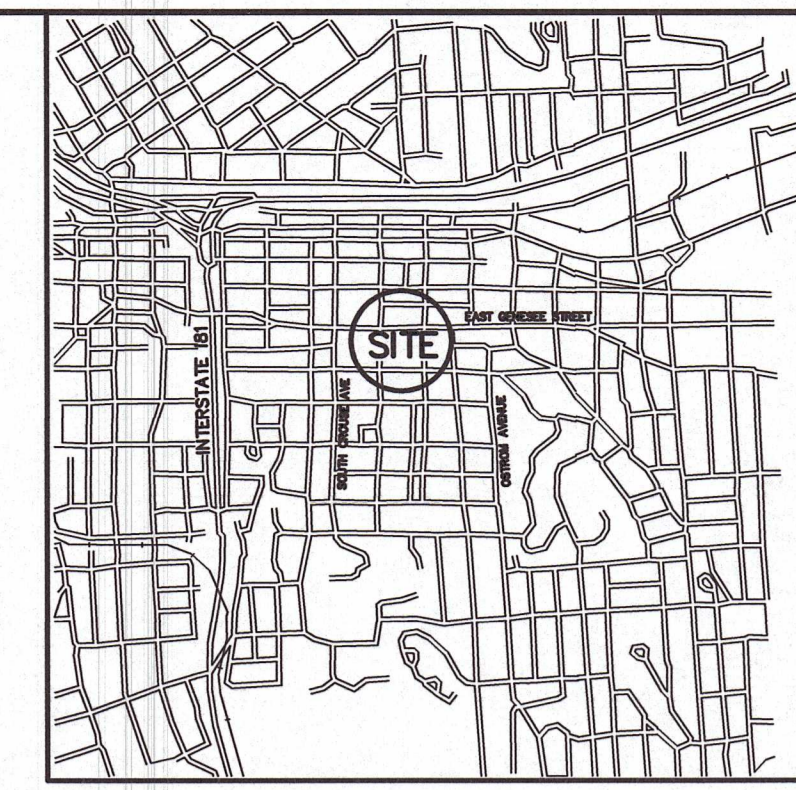
Photo 13



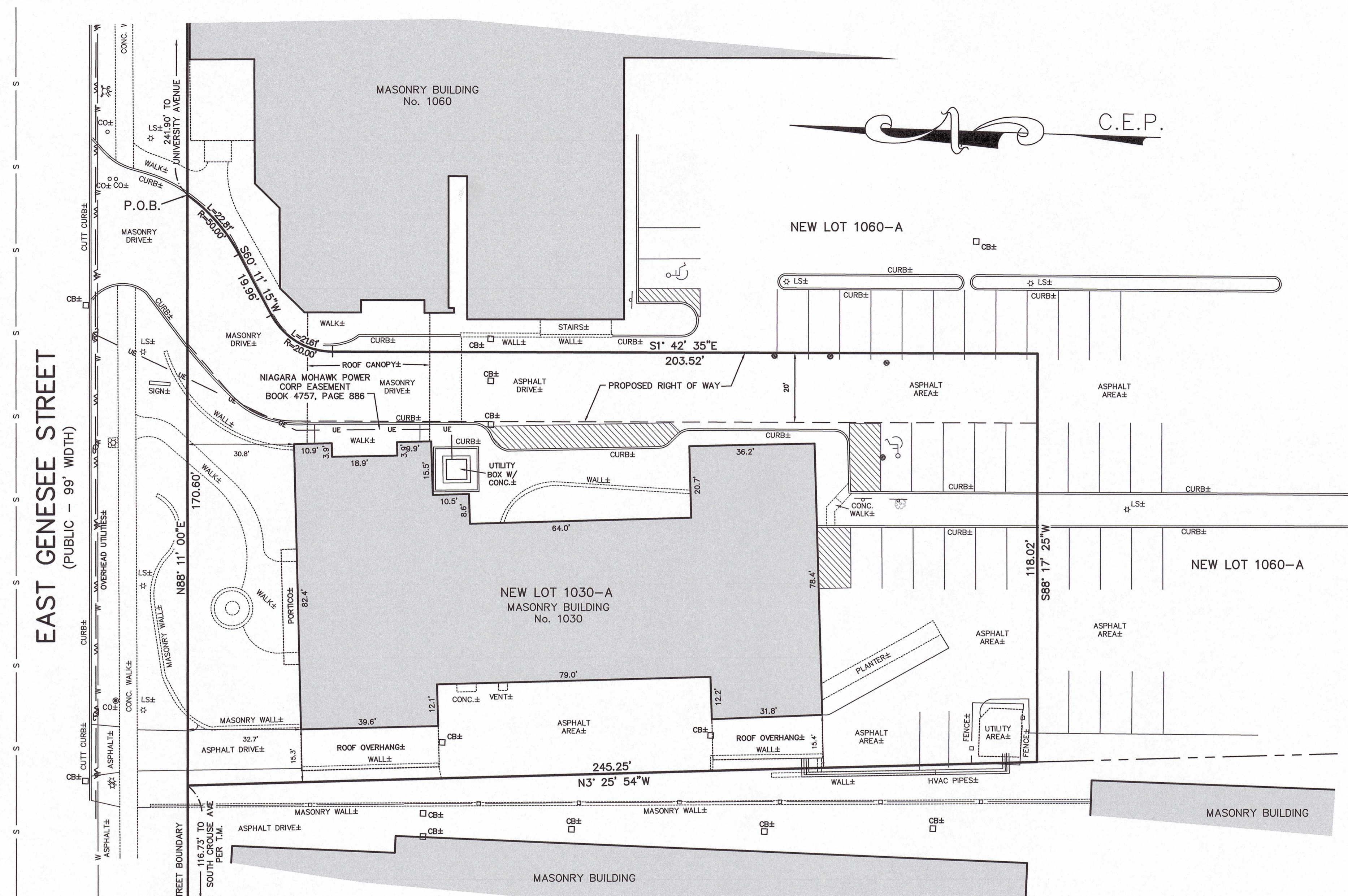
Photo 14



Photo 15



LOCATION PLAN
Scale: 1" = 2000'



C.E.P.

LEGEND:

- indicates light stand
- indicates utility pole, anchor & overhead lines
- indicates iron pipe and/or monument found
- indicates bollard
- indicates sign
- indicates storm culvert
- indicates gas main, gas valve & gas line marker
- indicates water main, water valve & hydrant
- indicates storm sewer, catch basin & manhole
- indicates sanitary sewer, sewer vent & manhole
- indicates underground telephone line, manhole & box
- indicates underground electric line & manhole
- indicates underground television cable & box
- indicates 6" diameter bollard (typical)
- indicates 6" diameter monitoring well (typical)
- indicates grease trap manhole
- indicates manhole
- indicates boundary line
- indicates adjacent parcel line
- indicates old/original parcel line
- indicates easement line
- indicates centerline road

KAGR2 SYRACUSE, LLC, N/F
INSTRUMENT No. 2022-5222
TAX MAP No. 48.-12-01

BULK REGULATIONS	
PRESENT ZONE:	MX-4 Urban Core
Minimum Lot Area	3,200 SF
Minimum Building Line	N/A
Minimum Lot Depth	N/A
Minimum Front Yard Setback	N/A
Minimum Rear Yard Setback	N/A
Minimum Side Yard Setback	N/A
Maximum Coverage	80/95%
Building Height	N/A

To: Shin Mayflower LLC, First American Title Insurance Company, Fox Rothchild LLP, and TOMPKINS COMMUNITY BANK.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 7(a), 8, 9, 11(a), 13, 16, 18 & 20 of Table A thereof. The field work was completed on 02-13-2024.

Date of Plat or Map: 02-14-2024

Signed:

Timothy J. Coyer, L.S.

N.Y.S. Licensed Land Surveyor Registration No. 050856

Subject to any statement of facts on accurate and up to date abstract of title will show. 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.

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF SYRACUSE, COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING A PART OF BLOCK NO. 366 IN SAID CITY AND BEING DISTINGUISHED AS NEW LOT 1030-A AS SHOWN ON A MAP ENTITLED "FINAL PLAN SYRACUSE SUBDIVISION" AS FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON FEBRUARY 9, 2024 AS FILED MAP NO. 13804, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY ROAD BOUNDARY EAST GENESEE STREET (99' WIDE) WITH THE WESTERLY ROAD BOUNDARY OF UNIVERSITY AVENUE (66' WIDE); THENCE SOUTH 88° 11' 00" WEST, ALONG SAID SOUTHERLY LINE OF EAST GENESEE STREET, A DISTANCE OF 241.90 FEET TO THE ACTUAL POINT OF BEGINNING;

THENCE SOUTHWESTERLY, THROUGH LANDS OF SCHOLAR SYRACUSE LLC AS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN INSTRUMENT NO. 2019-00048545, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 22.81 FEET, A CHORD BEARING OF SOUTH 47° 07' 00" WEST, A DISTANCE OF 22.62 FEET TO A POINT;

THENCE SOUTH 60° 11' 15" WEST, CONTINUING THROUGH SAID LANDS OF SCHOLAR SYRACUSE LLC, A DISTANCE OF 19.96 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY, CONTINUING THROUGH SAID LANDS OF SCHOLAR SYRACUSE LLC, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 21.61 FEET, A CHORD BEARING OF SOUTH 29° 14' 20" EAST, A DISTANCE OF 20.57 FEET TO A POINT;

THENCE SOUTH 01° 42' 35" EAST, CONTINUING THROUGH SAID LANDS OF SCHOLAR SYRACUSE LLC, A DISTANCE OF 203.52 FEET TO A POINT;

THENCE SOUTH 88° 17' 25" WEST, CONTINUING THROUGH SAID LANDS OF SCHOLAR SYRACUSE LLC, A DISTANCE OF 118.02 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF PROPERTY NOW OR FORMERLY OWNED BY KAGR2 SYRACUSE, LLC AS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN INSTRUMENT NO. 2022-0006222;

THENCE NORTH 03° 25' 54" WEST, ALONG THE EASTERLY LINE OF SAID KAGR2 SYRACUSE, LLC PROPERTY, A DISTANCE OF 245.25 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY BOUNDARY LINE OF EAST GENESEE STREET;

THENCE NORTH 88° 11' 00" EAST, ALONG SAID SOUTHERLY BOUNDARY LINE OF EAST GENESEE STREET, A DISTANCE OF 170.60 FEET TO THE POINT OF BEGINNING.

SCHEDULE "B-II" (EXCEPTIONS)

- Underground Line Easement granted to Niagara Mohawk Power Corporation recorded 12/12/2002 in **Libor 4797 of Deeds, page 886**. (For Mortgage Policy Only: Policy insures against loss or damage sustained by the Insured in the event that same prohibits the existing use of the improvements presently erected on the Land.) (See Post) - SHOWN ON MAP, UNABLE TO PLOT EASEMENT EXTENTS
- Boundary Line Agreement recorded 2/7/2019 as Instrument No. **2019-0006111**. (See Post) - AFFECT SURVEY PARCEL

TITLE REPORT

BY: FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE No. 3020-1198415
EFFECTIVE DATE: FEBRUARY 6, 2024

TRACT MAP

BY: LEHR LAND SURVEYORS DPC
FILED: FEBRUARY 9, 2024
MAP No. 13804

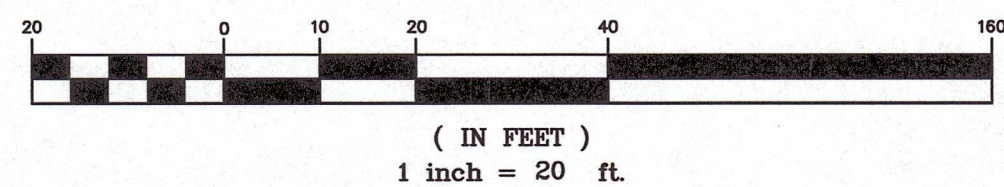
REFERENCE MAP

BY: LEHR LAND SURVEYORS DPC
DATED: DECEMBER 19, 2023
DRAWING No. 21-1-28-23K

NOTES:

Total area: 0.704± acres.
Present Zone: MX-4 URBAN CORE
Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.
The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) according to Federal Emergency Management Agency National Flood Insurance Program Flood Insurance Rate Map Community Panel No. 36067C0217F, Effective date: November 4, 2016.
Part of Tax Map No. 48.-12-02.1
No evidence of earth work at this time.

GRAPHIC SCALE



<p>ALTA/NSPS LAND TITLE SURVEY NEW LOT 1030-A SCHOLAR AT SYRACUSE PART OF BLOCK No. 366 CITY OF SYRACUSE ONONDAGA COUNTY, NEW YORK</p>		
<p>IANUZI & ROMANS LAND SURVEYING, P.C. 5251 WITZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200 FAX: (315) 457-9251 EMAIL: mail@romanspc.com</p>	<p>DATE: 02-09-2024 SCALE: 1" = 20' FILE No.: 2286.118</p>	
<p>REVISIONS</p>		<p>SHEET No. F.B. No. 1742</p>

MAYFLOWER RENOVATION

PERMIT SET JUNE, 25 2024



IMAGE FOR ILLUSTRATIVE PURPOSES ONLY

DRAWING LIST	
GENERAL	COVER SHEET
LANDSCAPE INFORMATION	L-001 SITE GENERAL INFORMATION L-002 CONSTRUCTION ACCESS/MAINTENANCE AND PROTECTION OF TRAFFIC FLOW
LANDSCAPE DEMOLITION	LD-101 DEMOLITION/EROSION & SEDIMENTATION CONTROL PLAN
LANDSCAPE	L-101 LAYOUT PLAN L-102 GRADING & STORM SYTEM PLAN L-103 PLANTING PLAN L-501 SITE DETAILS L-502 SITE DETAILS L-503 SITE DETAILS L-504 SITE DETAILS
SURVEY	V-101 SITE SURVEY
ARCHITECTURAL INFORMATION	A-001 GENERAL INFORMATION A-002 CODE SUMMARY A-003 REGULATORY PLAN A-004 REGULATORY PLAN A-005 SPECIFICATIONS A-006 SPECIFICATIONS A-007 SPECIFICATIONS A-008 SPECIFICATIONS A-009 SPECIFICATIONS A-010 SPECIFICATIONS A-011 SPECIFICATIONS A-012 SPECIFICATIONS A-013 SPECIFICATIONS A-014 SPECIFICATIONS A-015 SPECIFICATIONS A-016 SPECIFICATIONS A-017 SPECIFICATIONS A-018 SPECIFICATIONS A-019 SPECIFICATIONS A-020 SPECIFICATIONS A-021 SPECIFICATIONS
ARCHITECTURAL DEMOLITION	AD-101 BASEMENT REMOVAL PLAN AND REMOVAL NOTES AD-102 1ST FLOOR REMOVAL PLANS AND NOTES AD-103 2ND FLOOR REMOVAL PLANS AND NOTES AD-104 3RD, 4TH AND 5TH FLOOR REMOVAL PLANS AND NOTES AD-106 BASEMENT REFLECTED CEILING PLAN REMOVALS AD-107 1ST FLOOR REFLECTED CEILING PLAN REMOVALS AD-108 2ND FLOOR REFLECTED CEILING PLAN REMOVALS
ARCHITECTURAL	A-101 BASEMENT FLOOR PLAN, DOOR SCHEDULE AND NOTES A-102 1ST FLOOR PLAN, RECEPTION DESK DETAILS A-103 2ND FLOOR PLAN AND ENLARGED TYPICAL TRASH ROOM A-104 3RD, 4TH, 5TH AND 6TH FLOOR PLANS A-105 ROOF PLAN A-110 BASEMENT REFLECTED CEILING PLAN AND NOTES A-111 1ST FLOOR REFLECTED CEILING PLAN AND NOTES A-112 TYPICAL FLOOR REFLECTED CEILING PLAN AND NOTES A-113 3RD, 4TH, 5TH AND 6TH FLOOR REFLECTED CEILING PLANS A-401 ENLARGED PLANS AND ELEVATIONS - BATHROOMS A-402 ENLARGED PLANS AND ELEVATIONS- BATHROOMS DETAILS A-403 ENLARGED PLANS AND ELEVATIONS A-551 DETAILS A-552 DETAILS TRASH CHUTE A-601 DOORS SCHEDULE AND DETAILS A-602 BASEMENT FINISH PLAN AND FINISH SCHEDULE A-603 1ST FLOOR FINISH PLAN A-604 2ND FLOOR FINISH PLAN (TYPICAL)

DRAWING LIST	
FIRE PROTECTION INFORMATION	F-001 LEGEND, ABBREVIATIONS AND SYMBOLS F-002 FIRE PROTECTION SPECIFICATIONS F-003 FIRE PROTECTION SPECIFICATIONS F-004 FIRE PROTECTION SPECIFICATIONS
FIRE PROTECTION DEMOLITION	FD-101 BASEMENT - FIRE PROTECTION REMOVAL PLAN FD-102 1ST FLOOR - FIRE PROTECTION REMOVAL PLAN FD-103 2ND FLOOR - FIRE PROTECTION REMOVAL PLAN FD-104 3RD, 4TH, 5TH, & 6TH FLOOR - FIRE PROTECTION REMOVAL PLAN
FIRE PROTECTION	F-101 BASEMENT - FIRE PROTECTION PLAN F-102 1ST FLOOR - FIRE PROTECTION PLAN F-103 2ND FLOOR - FIRE PROTECTION PLAN F-104 3RD, 4TH, 5TH, & 6TH FLOOR - FIRE PROTECTION PLAN
PLUMBING INFORMATION	P-001 LEGEND, ABBREVIATIONS AND SYMBOLS P-002 SPECIFICATIONS P-003 SPECIFICATIONS P-004 SPECIFICATIONS P-005 SPECIFICATIONS P-006 SPECIFICATIONS P-007 SPECIFICATIONS
PLUMBING DEMOLITION	PD-101 BASEMENT - PIPING REMOVAL PLAN PD-102 1ST FLOOR - PIPING REMOVAL PLAN PD-103 2ND FLOOR - PIPING REMOVAL PLAN PD-104 3RD, 4TH, 5TH & 6TH FLOOR - PIPING REMOVAL PLANS
PLUMBING	P-101 BASEMENT - PIPING PLAN P-102 1ST FLOOR - PIPING PLAN P-103 2ND FLOOR - PIPING PLAN P-104 3RD, 4TH, 5TH & 6TH FLOOR - PIPING PLANS P-600 PLUMBING DETAILS P-700 PLUMBING SCHEDULES
MECHANICAL INFORMATION	M-001 LEGEND, ABBREVIATIONS AND SYMBOLS M-002 SPECIFICATIONS M-003 SPECIFICATIONS M-004 SPECIFICATIONS
MECHANICAL DEMOLITION	MD-102 1ST FLOOR - REMOVAL PLAN
MECHANICAL	M-101 BASEMENT - DUCTWORK PLAN M-102 1ST FLOOR - DUCTWORK PLAN M-103 2ND FLOOR - DUCTWORK PLAN M-104 3RD, 4TH, 5TH & 6TH FLOOR - DUCTWORK PLAN M-105 ROOF - DUCTWORK PLAN
ELECTRICAL - INFORMATION	E-001 LEGEND, ABBREVIATIONS AND SYMBOLS E-002 ELECTRICAL SPECIFICATIONS E-003 ELECTRICAL SPECIFICATIONS E-004 ELECTRICAL SPECIFICATIONS
ELECTRICAL - DEMOLITION	ED-101 BASEMENT ELECTRICAL REMOVALS PLAN ED-102 FIRST FLOOR ELECTRICAL REMOVALS PLAN ED-103 SECOND FLOOR ELECTRICAL REMOVALS PLAN
ELECTRICAL	ES-001 ELECTRICAL SITE PLAN E-101 BASEMENT POWER PLAN E-102 FIRST FLOOR POWER PLAN E-103 SECOND FLOOR POWER PLAN E-104 THIRD FLOOR POWER PLAN E-105 FOURTH FLOOR POWER PLAN E-106 FIFTH FLOOR POWER PLAN E-107 SIXTH FLOOR POWER PLAN E-108 ROOF ELECTRICAL PLAN E-201 BASEMENT LIGHTING PLAN E-202 FIRST FLOOR LIGHTING PLAN E-203 SECOND FLOOR LIGHTING PLAN E-501 LIGHTING FIXTURE SCHEDULE AND DETAILS E-600 ONE-LINE DIAGRAM AND PANEL SCHEDULES E-601 PANEL SCHEDULES E-602 PANEL SCHEDULES E-603 PANEL SCHEDULES

LOCATION MAP



PROJECT SITE

ARCHITECTURAL/SITE:

QPK DESIGN
ARCHITECTS/ENGINEERS
450 SOUTH SALINA ST
SYRACUSE NY 13202
315-472-7806

MEP:

CHA CONSULTING
ONE PARK PLACE
300 S STATE STREET
SYRACUSE NY 13202
(315) 471-3920



MAYFLOWER RENOVATION
 TIMBERWOLF CAPITAL
 PROPERTIES, LLC



A1 CONSTRUCTION ACCESS/ MAINTENANCE AND PROTECTION OF TRAFFIC PLAN
NTS



450 SOUTH SALINA STREET
SUITE 500 PO BOX 29
SYRACUSE, NY 13201-0029

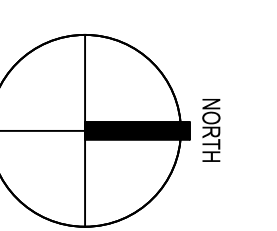


IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING ARCHITECT SHALL AFFIX THEIR SEAL AND THE NOTATION ALTERED BY FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

MAYFLOWER RENOVATION
1030 E. GENESEE ST
SYRACUSE NY

TIMBERWOLF CAPITAL PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



REVISIONS

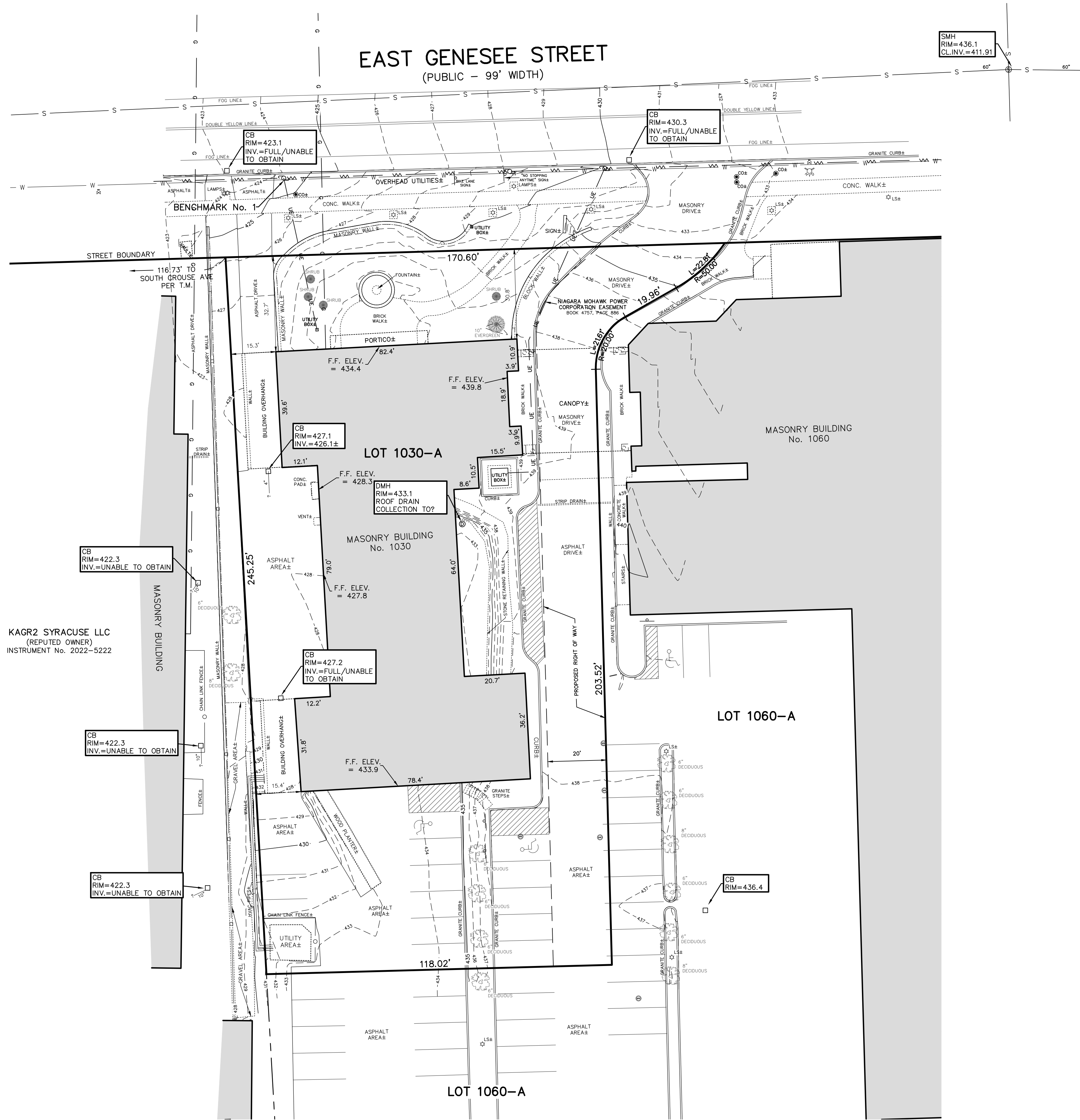
MARK	DATE	DESCRIPTION

PROJECT NUM
223223.00

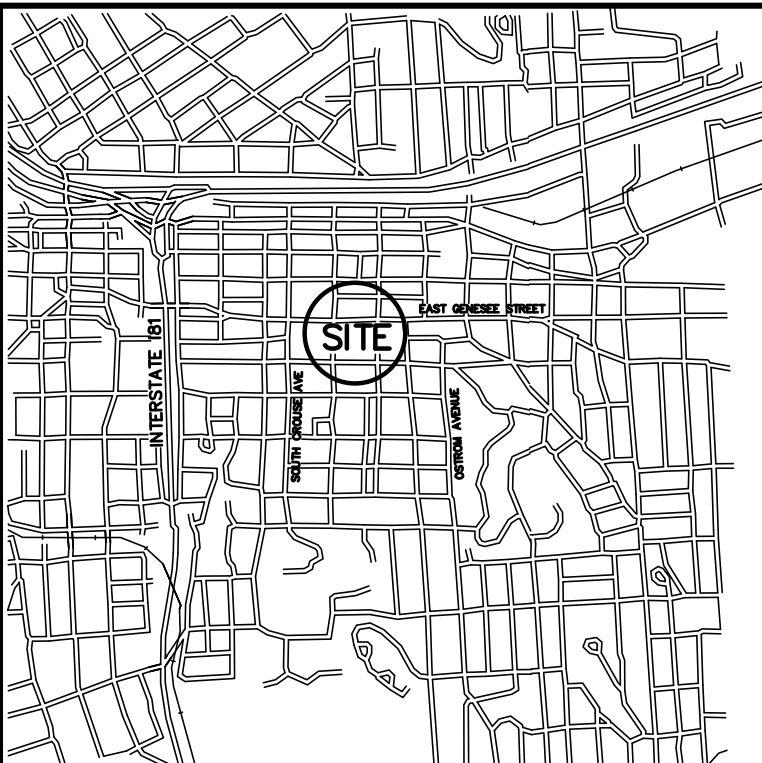
DATE
06/25/2024

SHEET TITLE
CONSTRUCTION ACCESS/ MAINTENANCE AND PROTECTION OF TRAFFIC PLAN

L-002



BENCHMARKS:
 BENCHMARK NO. 1 - MAGNETIC NAIL SET 1.0' UP SOUTH SIDE POWER POLE "MN20 VZ20" ELEVATION = 425.75



- LEGEND:**
- - - - - indicates original grade
 - ☆ LS indicates light stand
 - indicates utility pole, anchor & overhead lines
 - PPF □ MON. FND indicates iron pipe and/or monument found
 - indicates bollard
 - ⊥ indicates sign
 - indicates storm culvert
 - indicates gas main, gas valve & gas line marker
 - indicates water main, water valve & hydrant
 - indicates storm sewer, catch basin & manhole
 - indicates sanitary sewer, sewer vent & manhole
 - indicates underground telephone line, manhole & box
 - indicates underground electric line & manhole
 - indicates underground television cable & box
 - ⊙ indicates 6" diameter monitoring well (typical)
 - ⊙ indicates grease trap manhole
 - ⊙ indicates manhole
 - indicates boundary line
 - - - - - indicates adjacent parcel line
 - - - - - indicates old/original parcel line
 - indicates easement line
 - - - - - indicates centerline road

NOTES:

Total area: 0.704± acres.
 Present Zone: MX-4 URBAN CORE
 Location of underground utilities taken by field measurement where Elevations referred to NGVD 29 or NAVD 88, practicable, otherwise taken from various other sources and are approximate only.
 The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) according to Federal Emergency Management Agency National Flood Insurance Program Flood Insurance Rate Map Community Panel No. 36067C0217F, Effective date: November 4, 2016.
 Part of Tax Map No. 48-12-02.1

TRACT MAP:
 BY: Lehr Land Surveyors, D.P.C.
 FILED: February 9, 2024
 MAP No.: 13604

Subject to any statement of facts on accurate and up to date abstract of title will show.
 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.

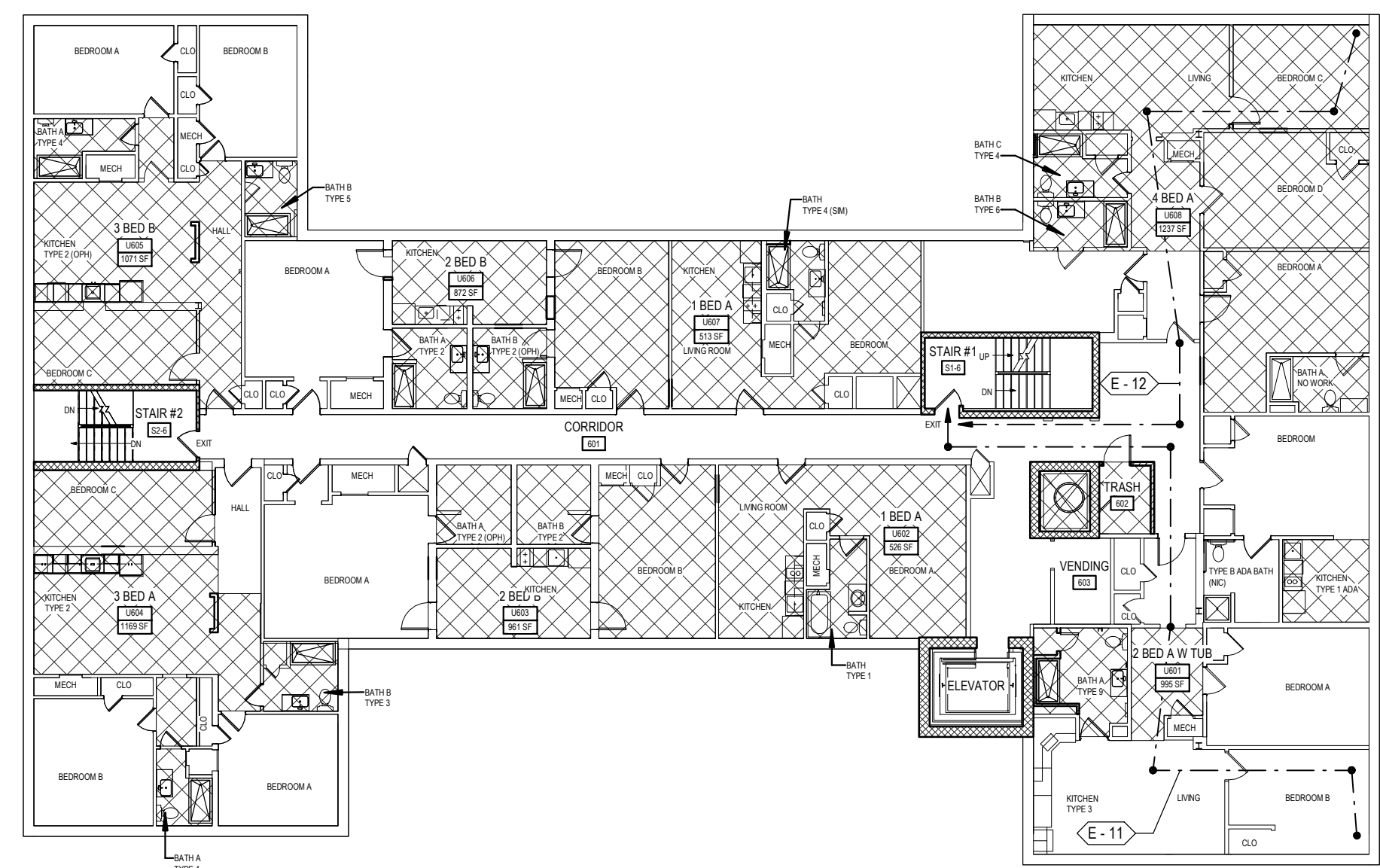
REVISIONS	TOPOGRAPHIC SURVEY LOT 1030-A		
	SCHOLAR AT SYRACUSE		
	PART OF BLOCK No. 366		
	CITY OF SYRACUSE		
		ONONDAGA COUNTY, NEW YORK	
		IANUZI & ROMANS LAND SURVEYING, P.C.	DATE: FEBRUARY 28, 2024
		5251 WITZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200 FAX: (315) 457-9251 EMAIL: mail@romanspc.com	SCALE: 1" = 20'
			FILE No.: 2286.118
			SHEET No. F.B. No. 1742



EXPIRES: MAY 31, 2025

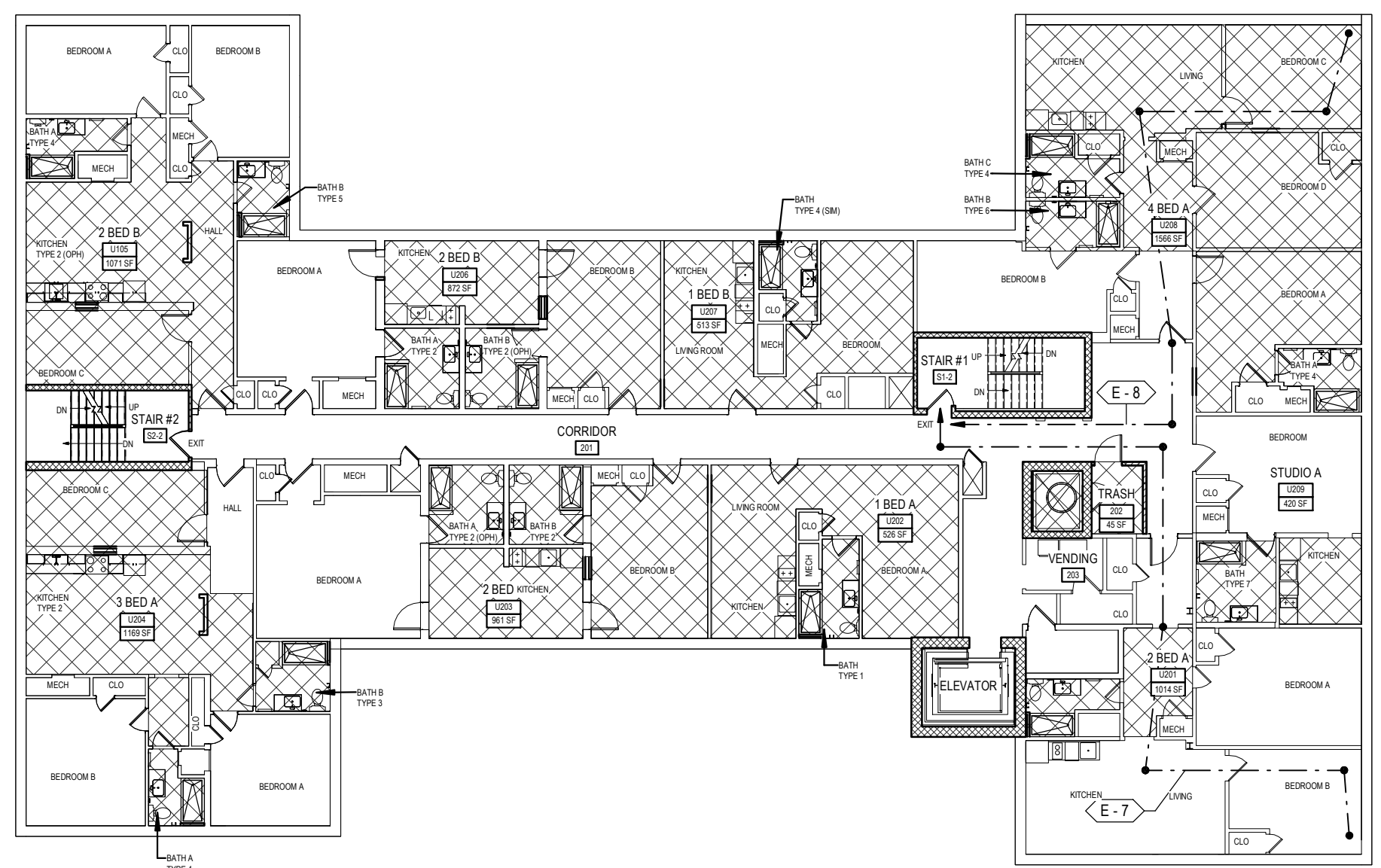
IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING ARCHITECT SHALL AFFIX THEIR SEAL AND THE NOTATION ALTERED BY FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

R-2 OCCUPANCY OCCUPANT LOAD = 72.5
ALTERATION LEVEL 2 IS 46% OF FLOOR AREA
TOTAL OCCUPANT LOAD = 72.5 (73)



C1 REGULATORY PLAN - SIXTH FLOOR
SCALE: 1/16" = 1'-0"

R-2 OCCUPANCY OCCUPANT LOAD = 72.5
ALTERATION LEVEL 2 IS 47% OF FLOOR AREA
TOTAL OCCUPANT LOAD = 72.5 (73)

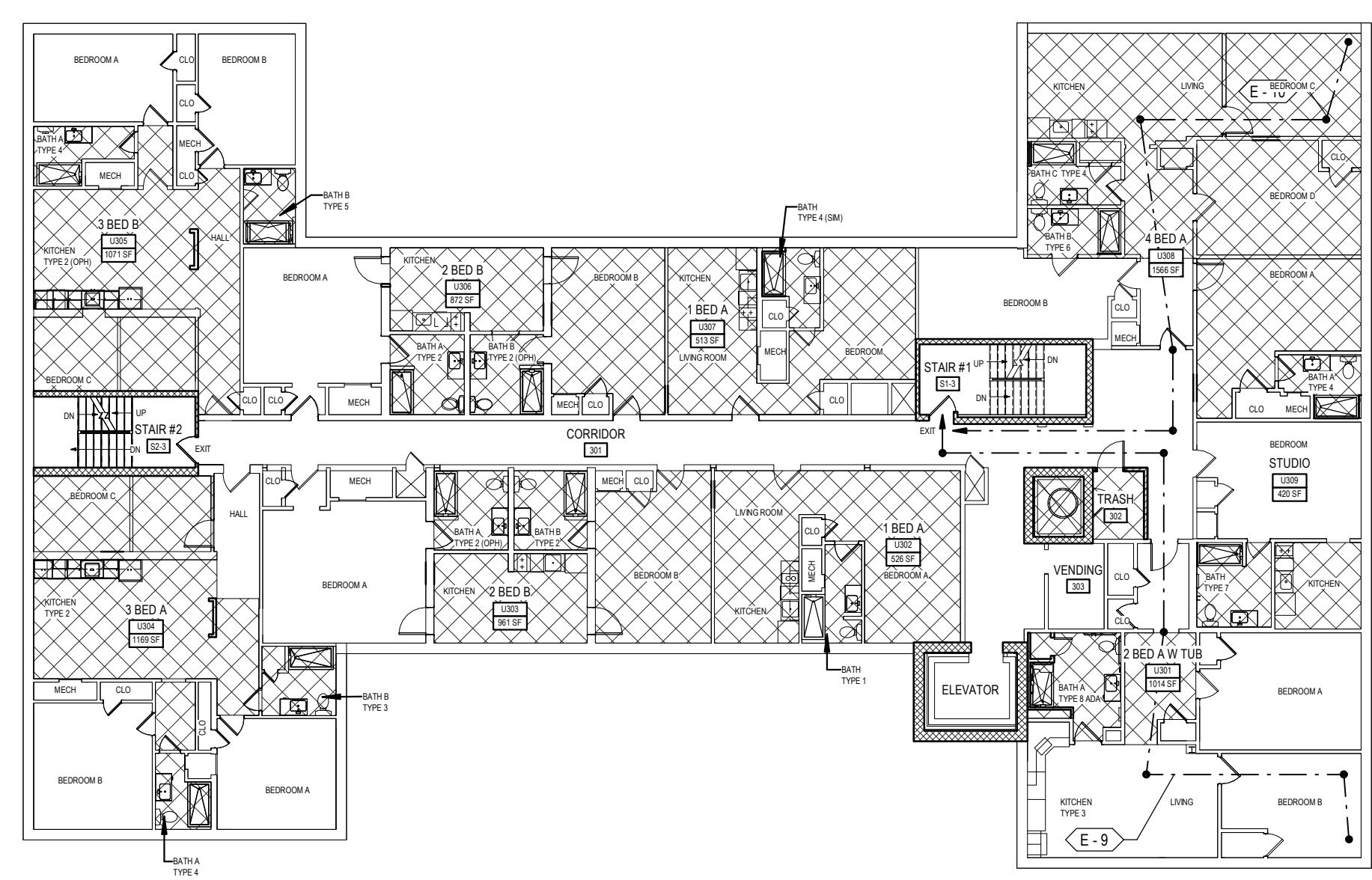


C3 REGULATORY PLAN - SECOND FLOOR
SCALE: 1/16" = 1'-0"

SCHEDULE - EGRESS PATHS		
MARK	DISTANCE	
E-1	159'-0"	BASEMENT - TRAVEL DISTANCE = < 250'
E-2	114'-9"	BASEMENT - COMMON PATH OF TRAVEL = < 125'
E-3	155'-3"	FIRST FLOOR - TRAVEL DISTANCE = < 250'
E-4	81'-2"	FIRST FLOOR - COMMON PATH OF TRAVEL = < 125'
E-5	79'-1"	FIRST FLOOR - TRAVEL DISTANCE = < 250'
E-6	68'-8"	FIRST FLOOR - COMMON PATH OF TRAVEL = < 125'
E-7	111'-6"	SECOND FLOOR - TRAVEL DISTANCE = < 250'
E-8	105'-8"	SECOND FLOOR - COMMON PATH OF TRAVEL = < 125'
E-9	111'-6"	THIRD, FOURTH & FIFTH FLOOR - TRAVEL DISTANCE = < 250'
E-10	105'-8"	THIRD, FOURTH & FIFTH FLOOR - COMMON PATH OF TRAVEL = < 125'
E-11	111'-6"	SIXTH FLOOR - TRAVEL DISTANCE = < 250'
E-12	105'-8"	SIXTH FLOOR - COMMON PATH OF TRAVEL = < 125'

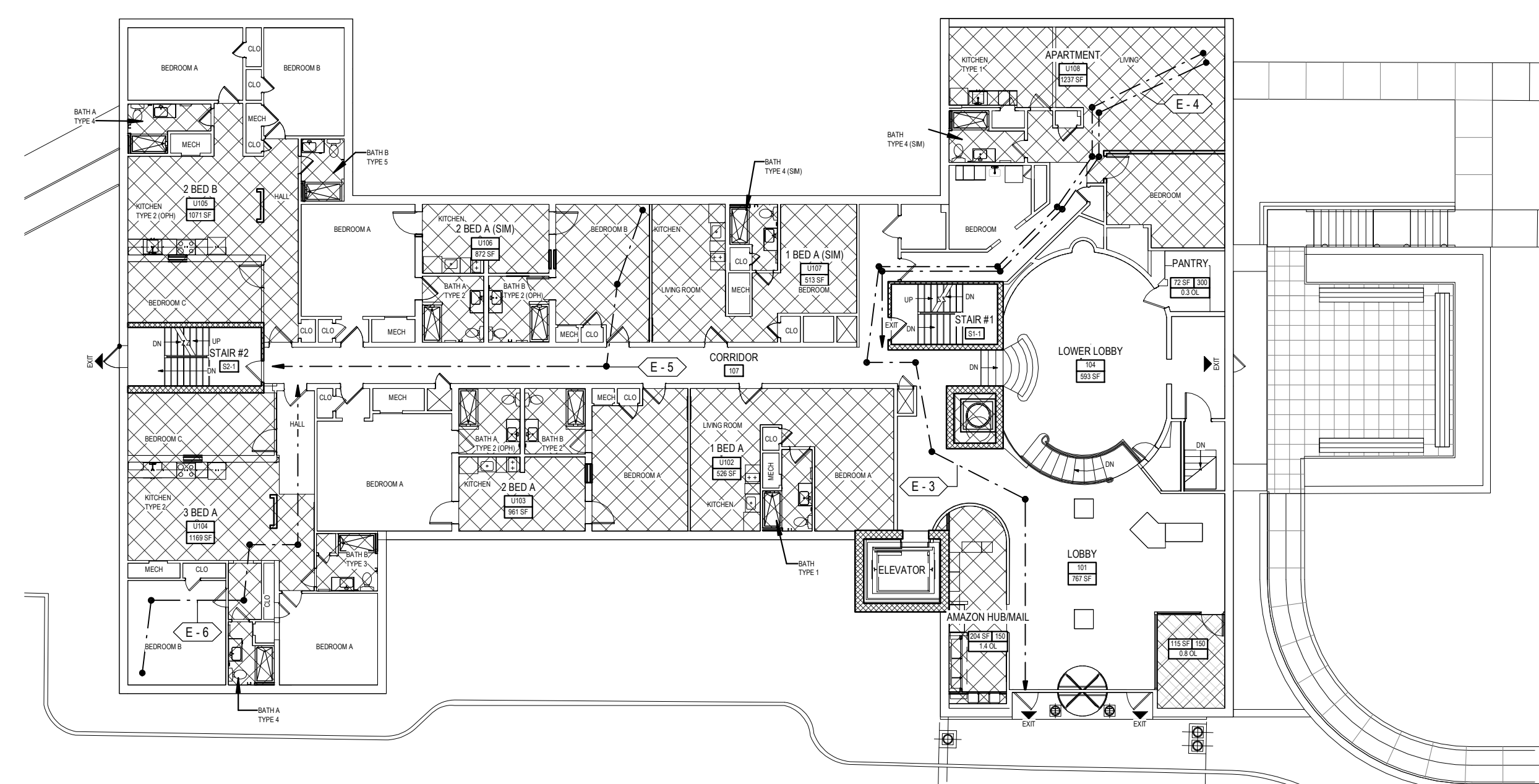
C4 TRAVEL DISTANCE
SCALE: NO SCALE

R-2 OCCUPANCY OCCUPANT LOAD = 72.5
ALTERATION LEVEL 2 IS 47% OF FLOOR AREA
TOTAL OCCUPANT LOAD = 72.5 (73)

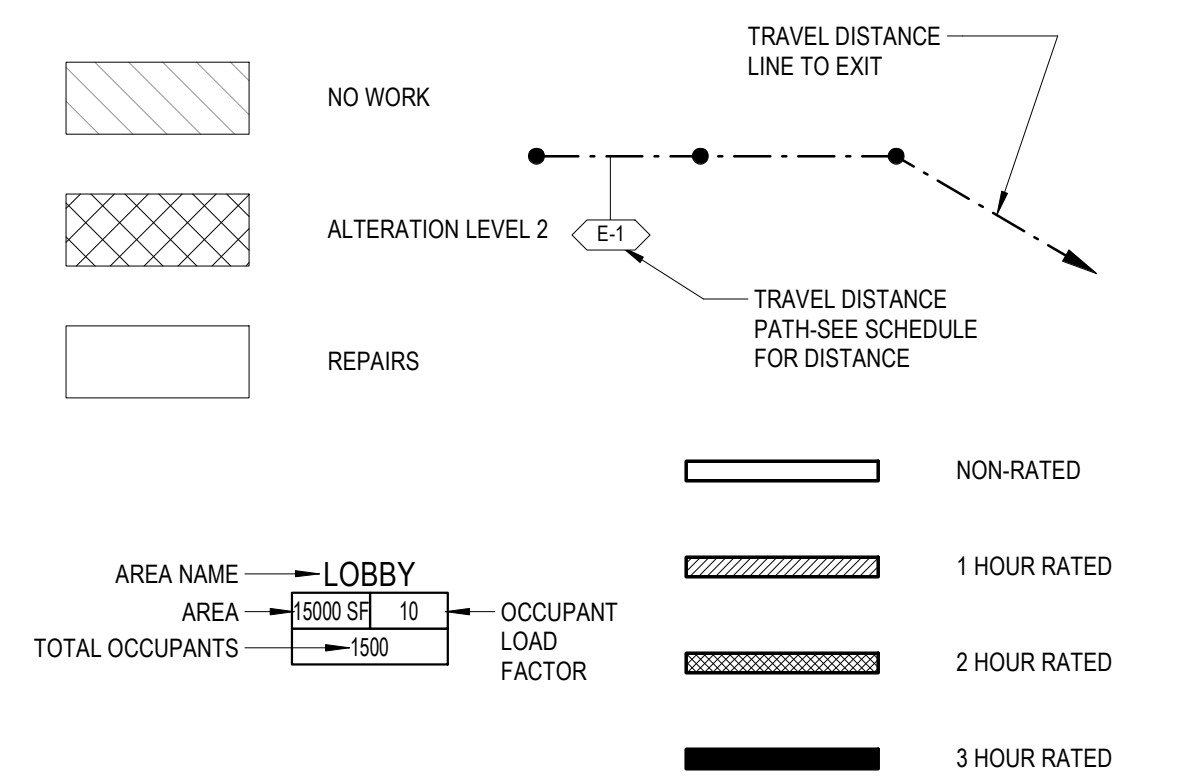


A1 REGULATORY PLAN - THIRD FLOOR (FOURTH & FIFTH SIM)
SCALE: 1/16" = 1'-0"

R-2 OCCUPANCY OCCUPANT LOAD = 51.7
B OCCUPANCY OCCUPANT LOAD = 2.2
STORAGE/MECHANICAL OCCUPANT LOAD = 0.3
TOTAL OCCUPANT LOAD = 54.2 (54)



A3 REGULATORY PLAN - FIRST FLOOR
SCALE: 1/16" = 1'-0"



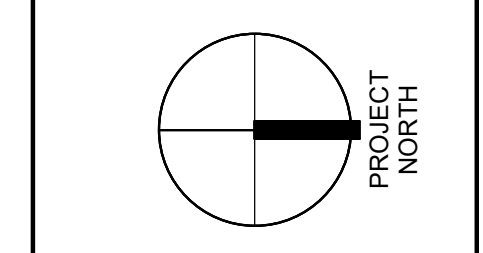
A6 GRAPHIC KEY
SCALE: NO SCALE

MAYFLOWER RENOVATION

1060 E GENESEE ST,
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



REVISIONS

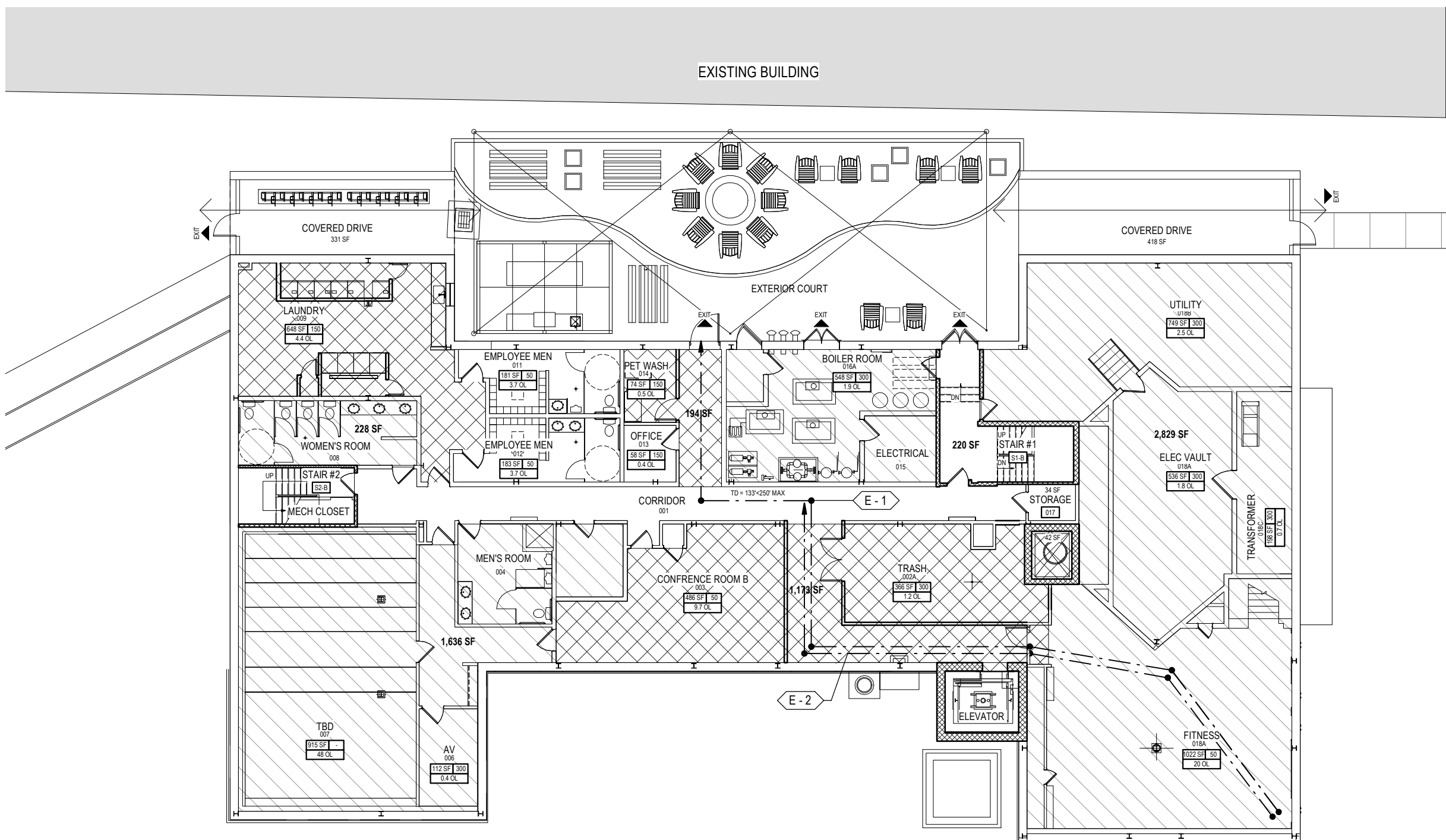
PROJECT NUM
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DATE
06/25/2024

SHEET TITLE

**REGULATORY
PLAN**

A-004

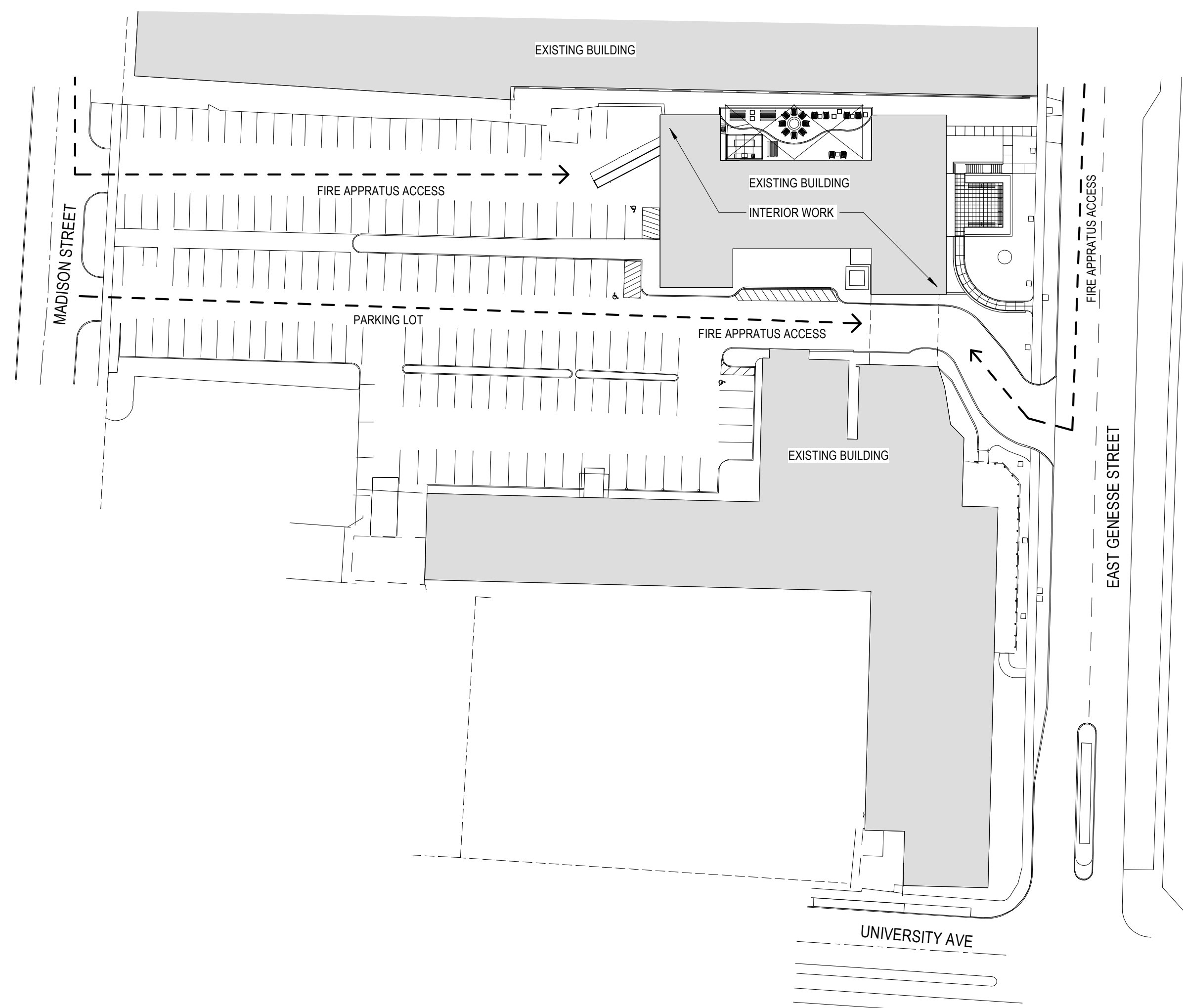


B-OCCUPANCY OCCUPANT LOAD = 97.3
 ALTERATION LEVEL 2 IS 19% OF FLOOR AREA

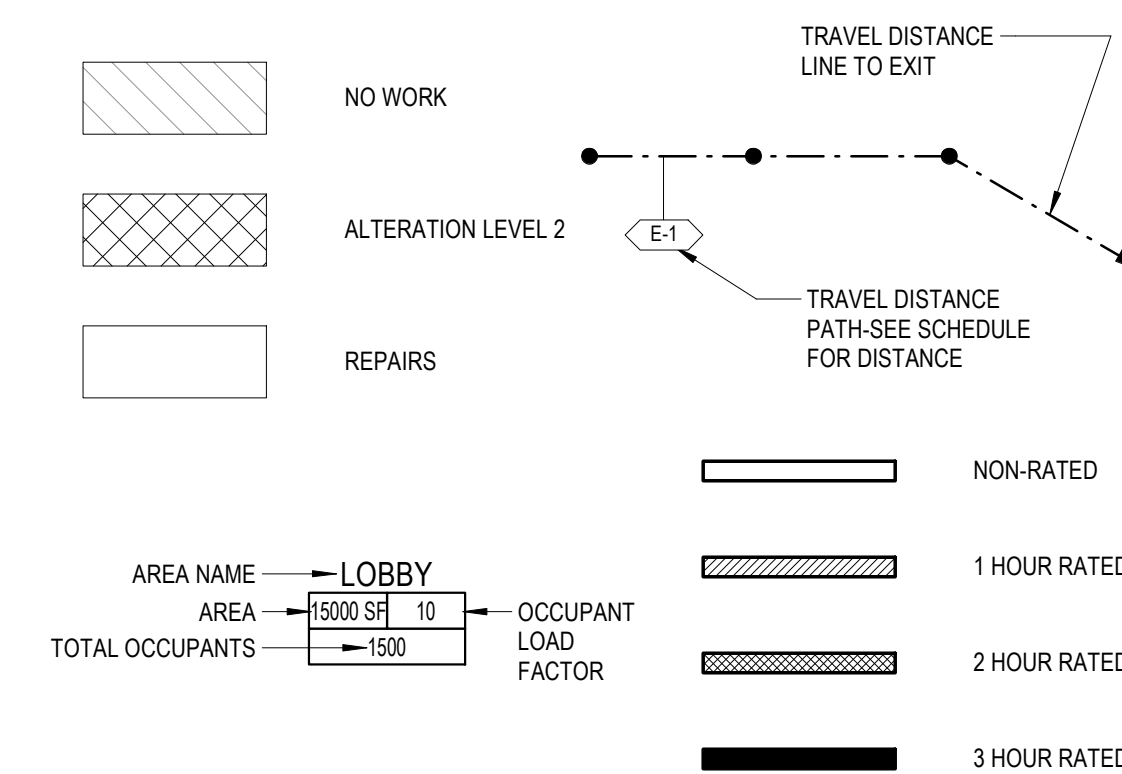
C1 REGULATORY PLAN - BASEMENT
 SCALE: 1/16" = 1'-0"

SCHEDULE - EGRESS PATHS		
MARK	DISTANCE	
E-1	159'-0"	BASEMENT - TRAVEL DISTANCE = < 250'
E-2	114'-9"	BASEMENT - COMMON PATH OF TRAVEL = <125'
E-3	155'-3"	FIRST FLOOR - TRAVEL DISTANCE = < 250'
E-4	81'-2"	FIRST FLOOR - COMMON PATH OF TRAVEL = <125'
E-5	79'-1"	FIRST FLOOR - TRAVEL DISTANCE = < 250'
E-6	68'-8"	FIRST FLOOR - COMMON PATH OF TRAVEL = <125'
E-7	111'-6"	SECOND FLOOR - TRAVEL DISTANCE = < 250'
E-8	105'-8"	SECOND FLOOR - COMMON PATH OF TRAVEL = <125'
E-9	111'-6"	THIRD, FOURTH & FIFTH FLOOR - TRAVEL DISTANCE = < 250'
E-10	105'-8"	THIRD, FOURTH & FIFTH FLOOR - COMMON PATH OF TRAVEL = <125'
E-11	111'-6"	SIXTH FLOOR - TRAVEL DISTANCE = < 250'
E-12	105'-8"	SIXTH FLOOR - COMMON PATH OF TRAVEL = <125'

C4 TRAVEL DISTANCE
 SCALE: NO SCALE



A1 SITE PLAN
 SCALE: NO SCALE



A4 GRAPHIC KEY
 SCALE: NO SCALE



450 SOUTH SALINA STREET
 SUITE 500 PO BOX 29
 SYRACUSE, NY 13201-0029



EXPIRES: MAY 31, 2025

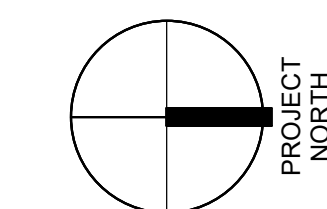
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MAYFLOWER RENOVATION

1060 E GENESEE ST.
 SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
 PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



REVISIONS

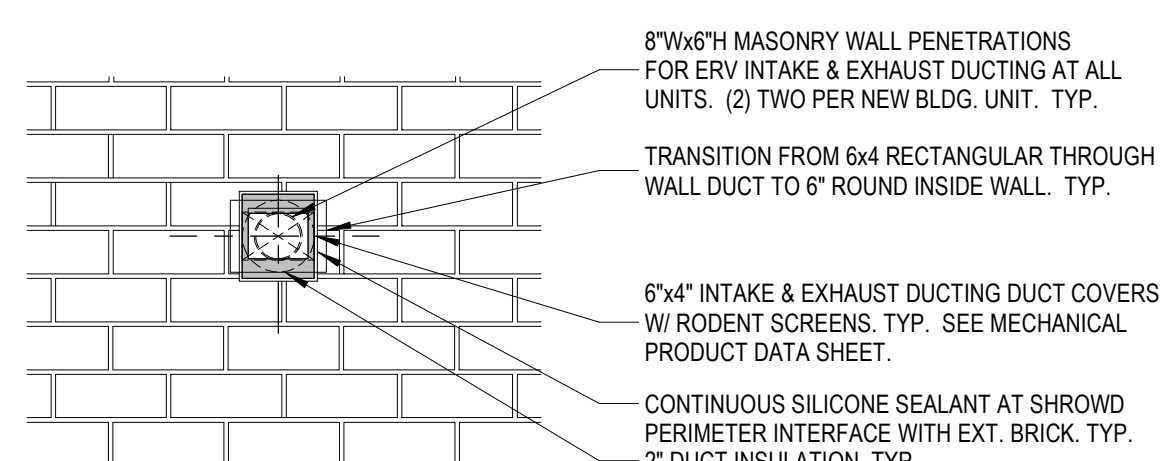
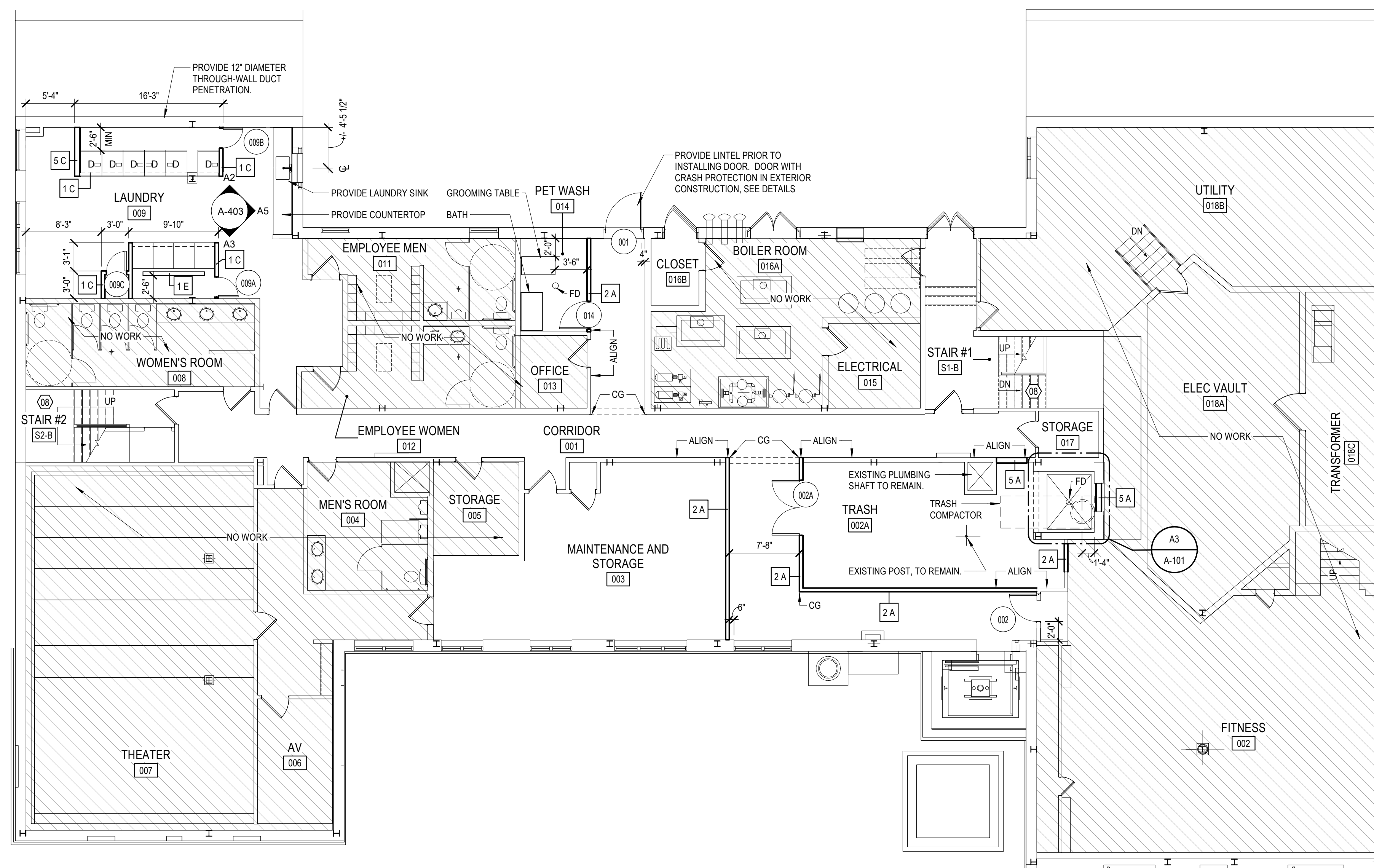
PROJECT NUM
 223223.00

DATE
 06/25/2024

SHEET TITLE

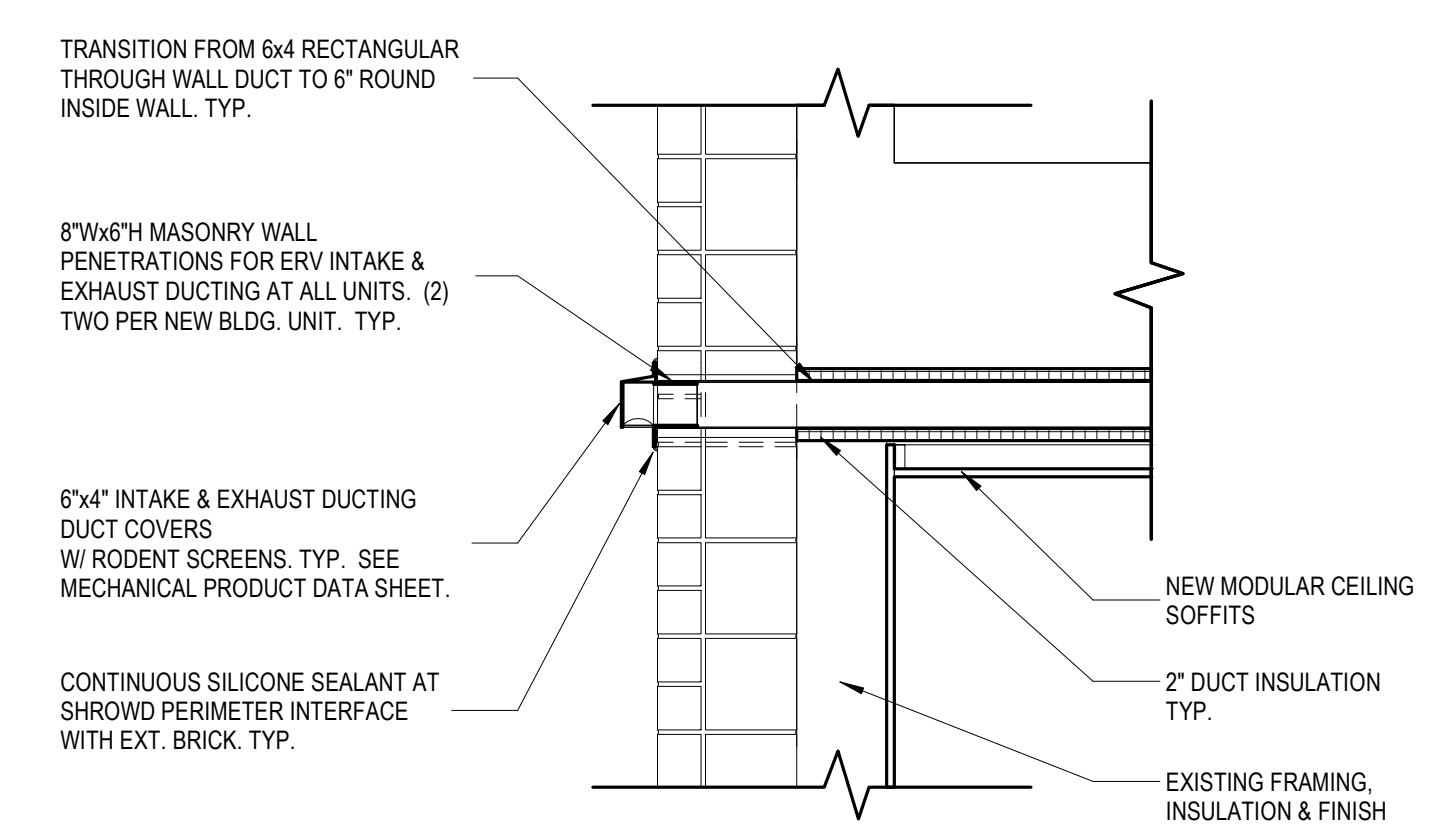
**REGULATORY
 PLAN**

A-003

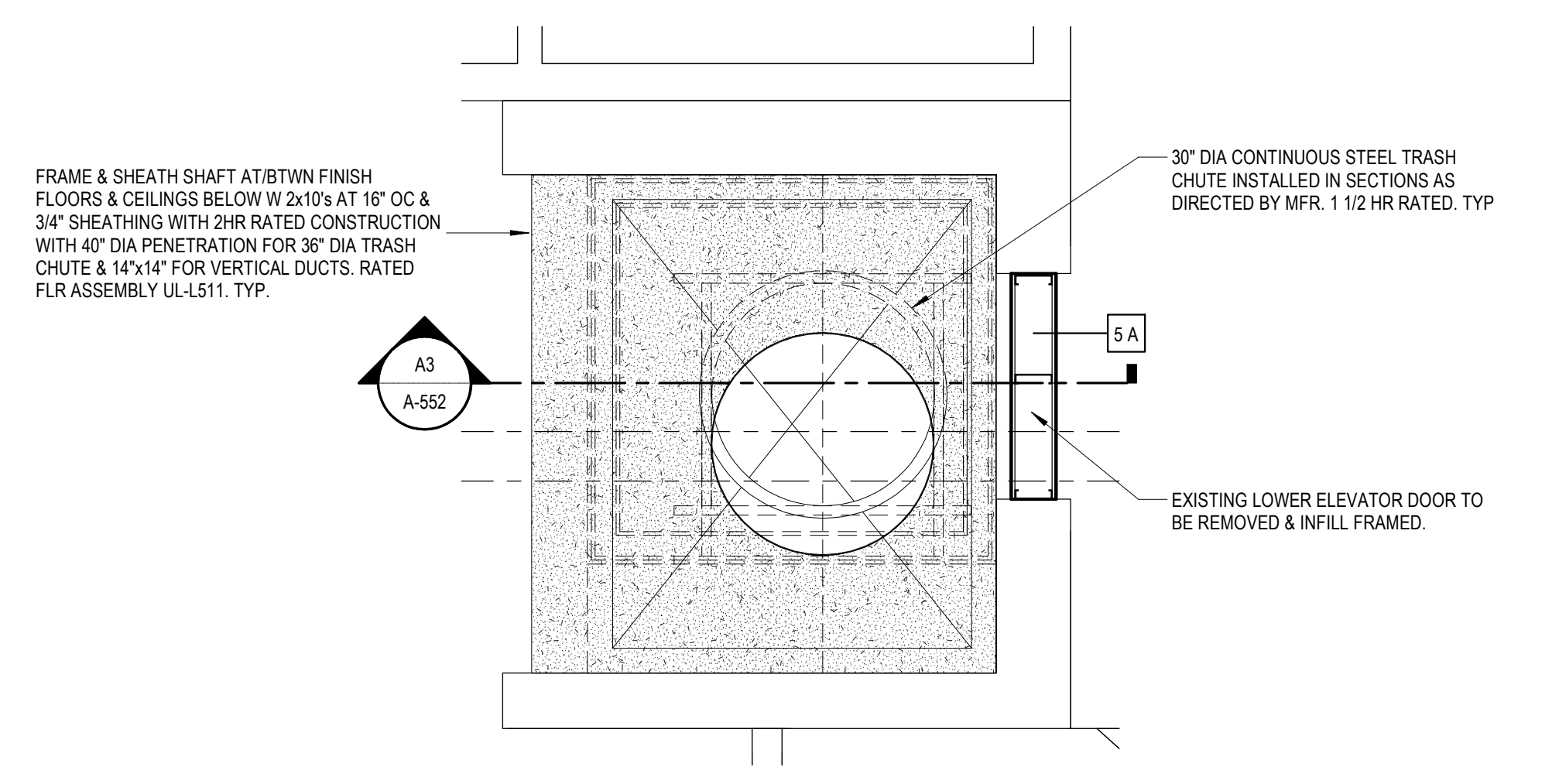


B1 ELEV DETAIL - INTAKE & EXHAUST DUCT COVERS
SCALE: 3/4" = 1'-0"

B2 BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"



A1 SECTION DTL - INTAKE & EXHAUST DUCT COVERS
SCALE: 3/4" = 1'-0"



A3 ENLARGED PLAN - TRASH CHUTE @ BASEMENT
SCALE: 1/2" = 1'-0"

KEYED NOTES-PLAN	
NUMBER	COMMENT
01	REINSTALL SALVAGED CABINETS. PROVIDE QUARTZ COUNTERTOP.
02	PATCH FLOOR FINISH AT REMOVALS.
03	UNIT BATHROOMS, PROVIDE PCT FLOORING (LVT AS ALTERNATE), MINCEY MARBLE SHOWER SURROUND AND BASE, VANITY WITH 24X36 MIRRORRED MEDICINE CABINET AND ACCESSORIES. PATCH AND PAINT WALLS, TOUCH UP NICKS IN WALL TRIM, PAINT TO MATCH WALLS. PROVIDE ELECTRICAL PLATES TO MATCH WALLS.
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06	CORRIDOR: PAINT WALLS AND ALL TRIM, REPLACE CARPET, SIGNAGE, AND CEILING PENDANT FIXTURES.
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09	ALIGN PARTITION WITH EXISTING FACE OF WALL. PROVIDE SOUND BATT IN WALL.
10	MODIFY EXISTING WINDOW SILL/TRIM TO SCRIBE FIT TO SHOWER PARTITION.

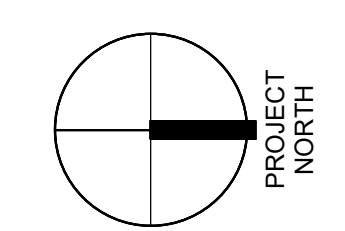
A5 KEYED PLAN NOTES
SCALE: NO SCALE

MAYFLOWER RENOVATION

1060 E GENESEE ST,
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



REVISIONS

PROJECT NUM
223223.00

DATE
06/25/2024

SHEET TITLE

**BASEMENT FLOOR
PLAN, DOOR
SCHEDULE AND
NOTES**

A-101



EXPIRES: MAY 31, 2025

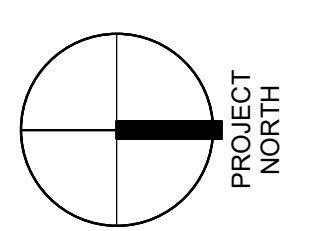
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MAYFLOWER RENOVATION

1060 E GENESEE ST,
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



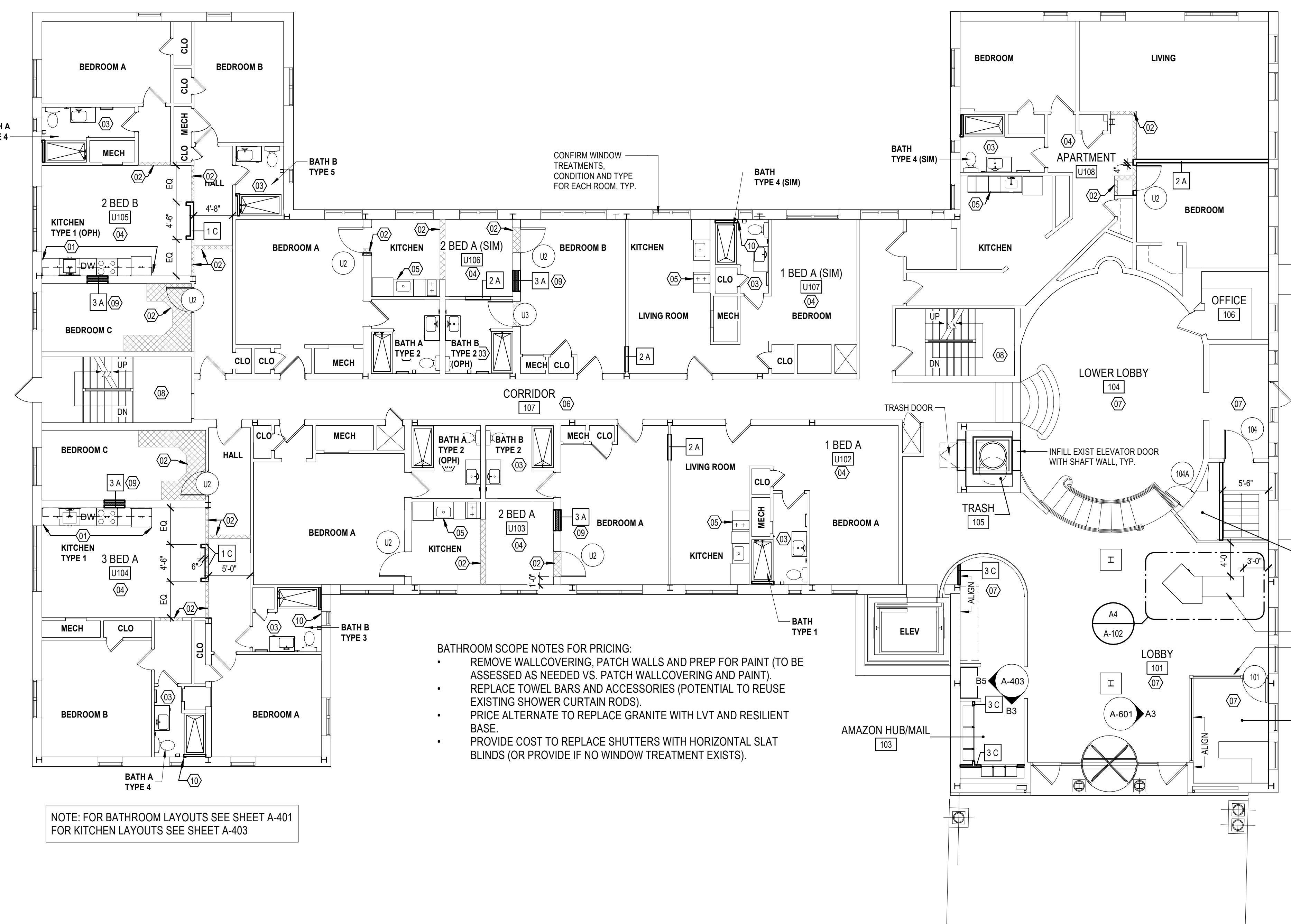
REVISIONS

PROJECT NUM
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DATE
06/25/2024

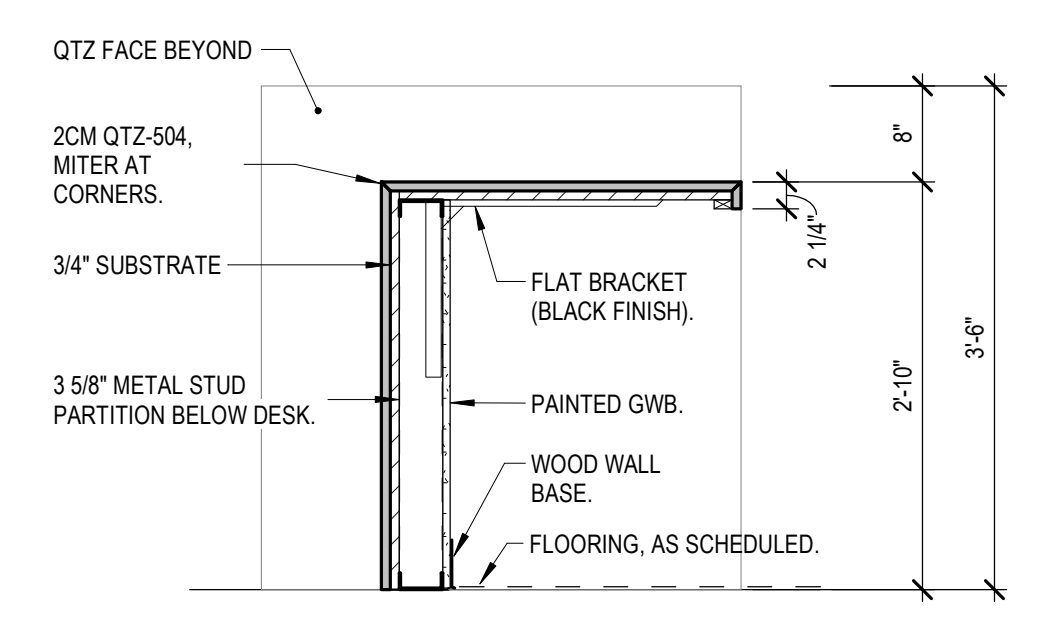
SHEET TITLE
1ST FLOOR PLAN,
RECEPTION DESK
DETAILS

A-102

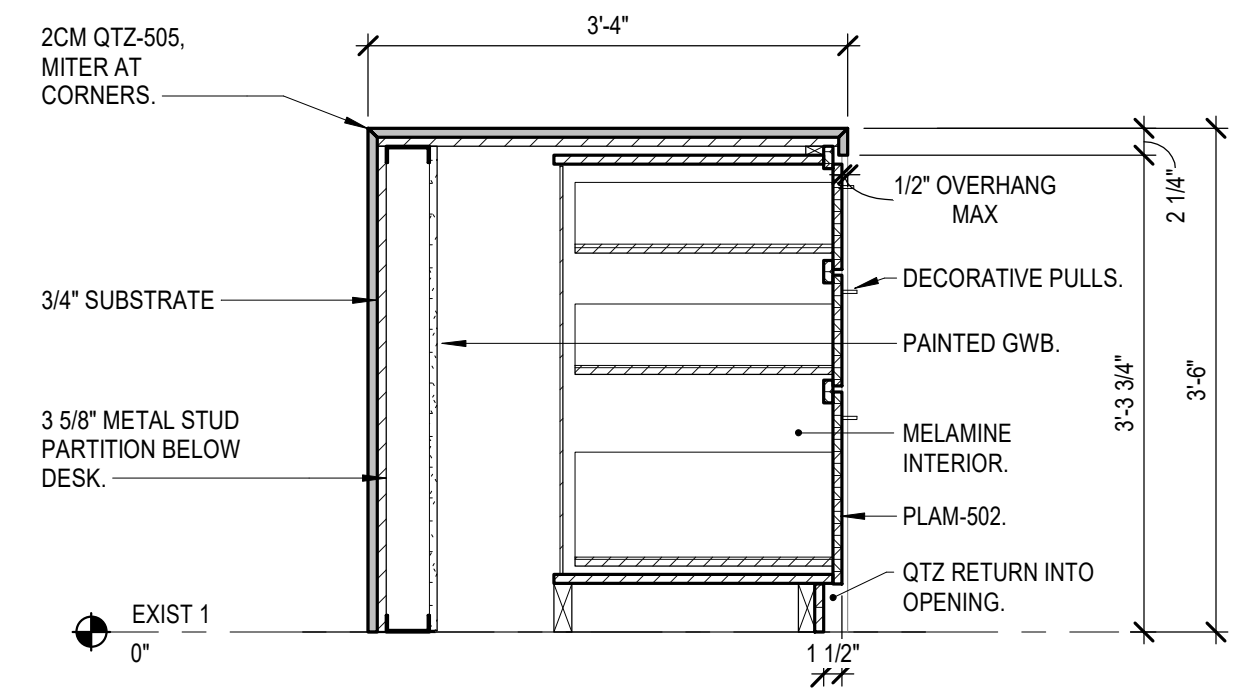


- BATHROOM SCOPE NOTES FOR PRICING:
- REMOVE WALL COVERING, PATCH WALLS AND PREP FOR PAINT (TO BE ASSESSED AS NEEDED VS. PATCH WALLCOVERING AND PAINT).
 - REPLACE TOWEL BARS AND ACCESSORIES (POTENTIAL TO REUSE EXISTING SHOWER CURTAIN RODS).
 - PRICE ALTERNATE TO REPLACE GRANITE WITH LVT AND RESILIENT BASE.
 - PROVIDE COST TO REPLACE SHUTTERS WITH HORIZONTAL SLAT BLINDS (OR PROVIDE IF NO WINDOW TREATMENT EXISTS).

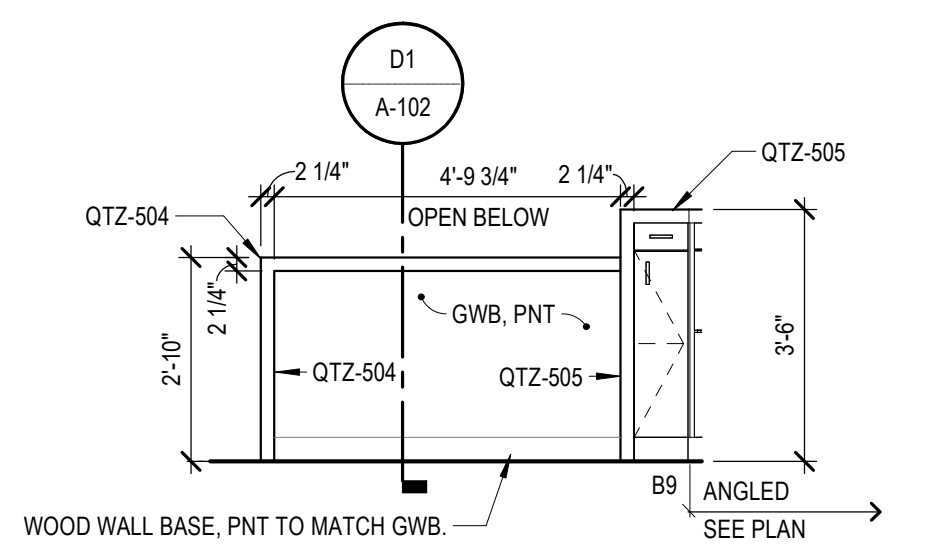
NOTE: FOR BATHROOM LAYOUTS SEE SHEET A-401
FOR KITCHEN LAYOUTS SEE SHEET A-403



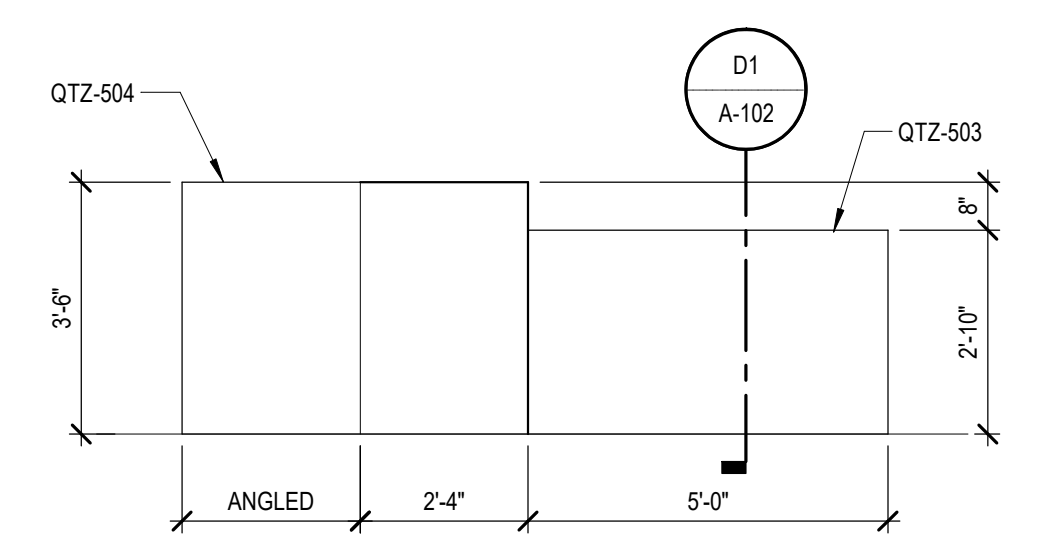
D1 SECTION DTL - FRONT DESK LOW
SCALE: 3/4\" = 1'-0"



C1 SECTION DTL - FRONT DESK HIGH
SCALE: 3/4\" = 1'-0"

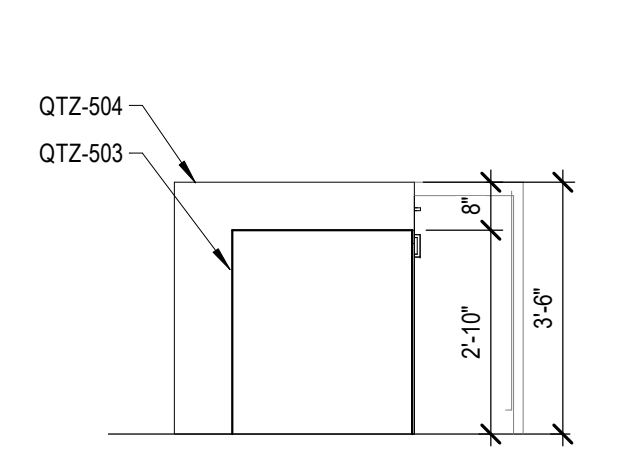


B1 ELEVATION - FRONT DESK BACK
SCALE: 3/8\" = 1'-0"

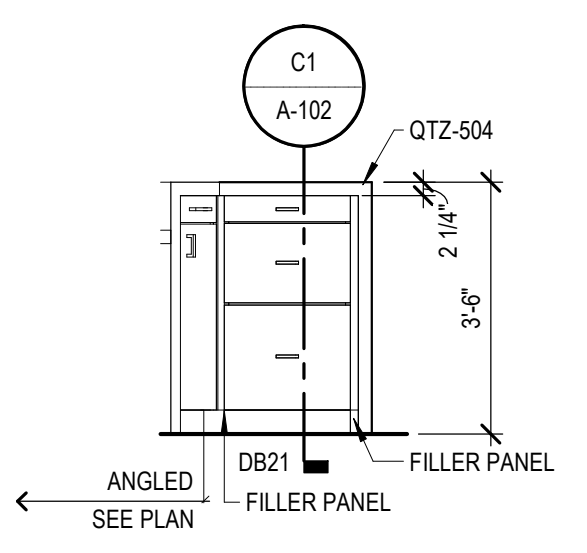


A1 ELEVATION - FRONT DESK FRONT
SCALE: 3/8\" = 1'-0"

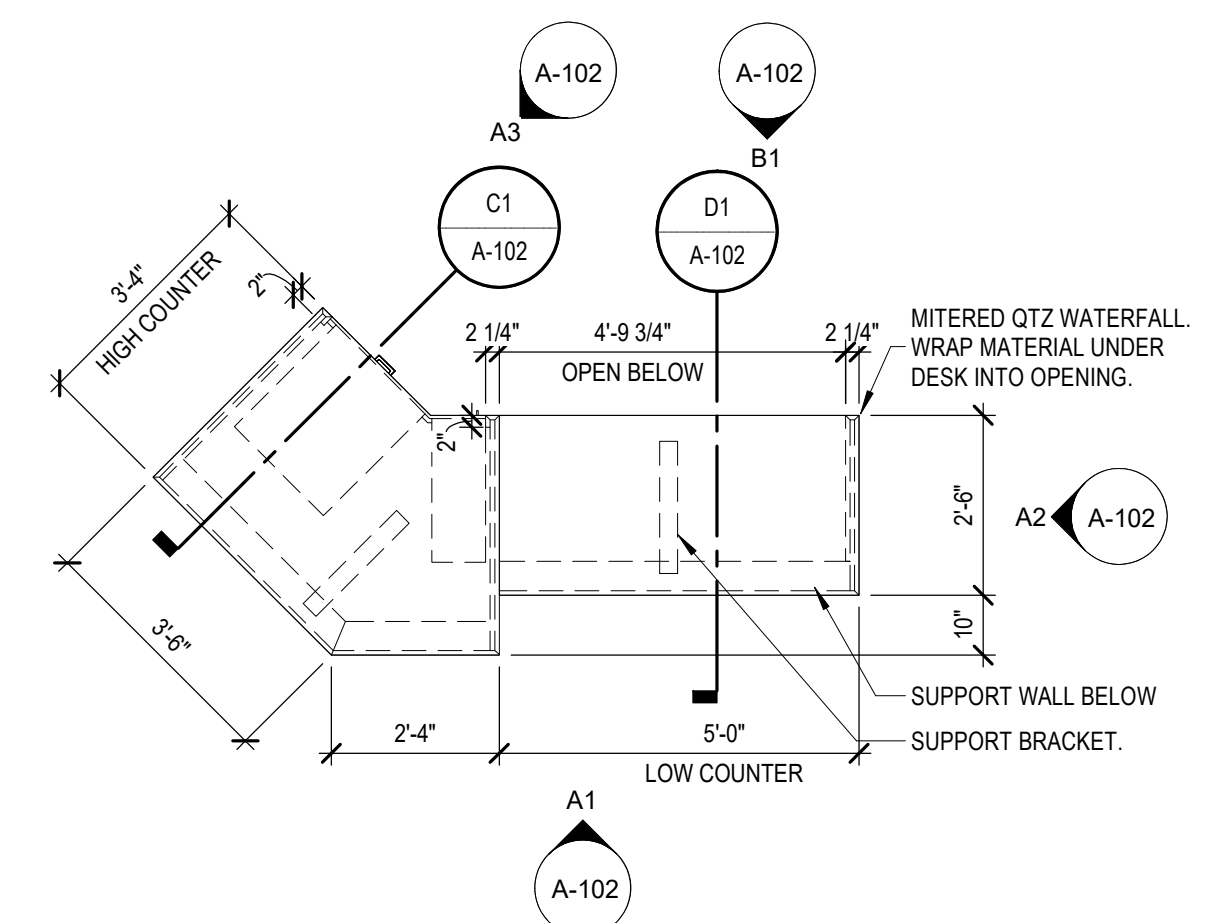
B2 FIRST FLOOR PLAN
SCALE: 1/8\" = 1'-0"



A2 ELEVATION - FRONT DESK SIDE
SCALE: 3/8\" = 1'-0"



A3 ELEVATION - FRONT DESK
SCALE: 3/8\" = 1'-0"



A4 ENLARGED PLAN - FRONT DESK
SCALE: 3/8\" = 1'-0"

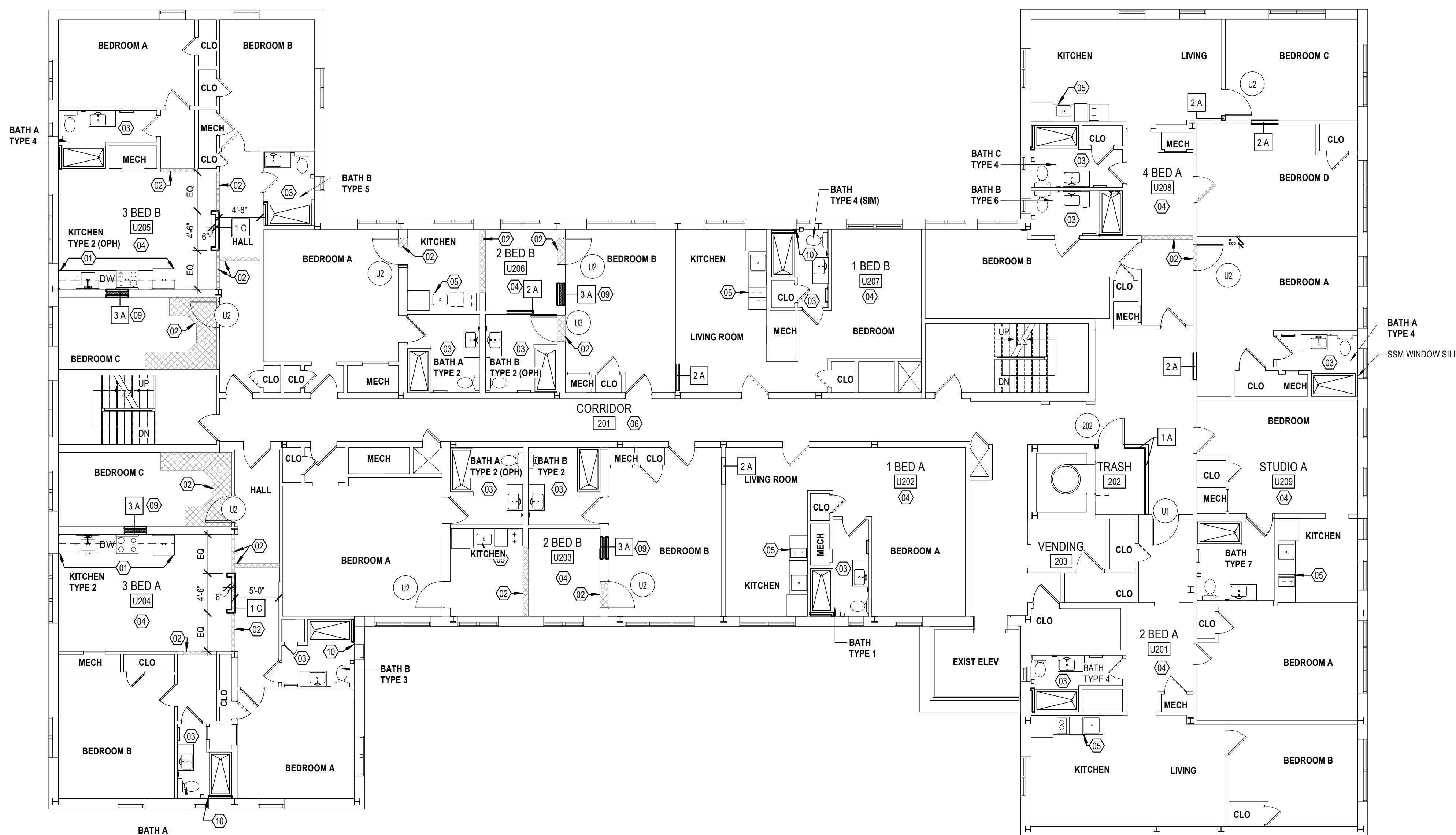
KEYED NOTES-PLAN	
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A5 KEYED PLAN NOTES
SCALE: NO SCALE



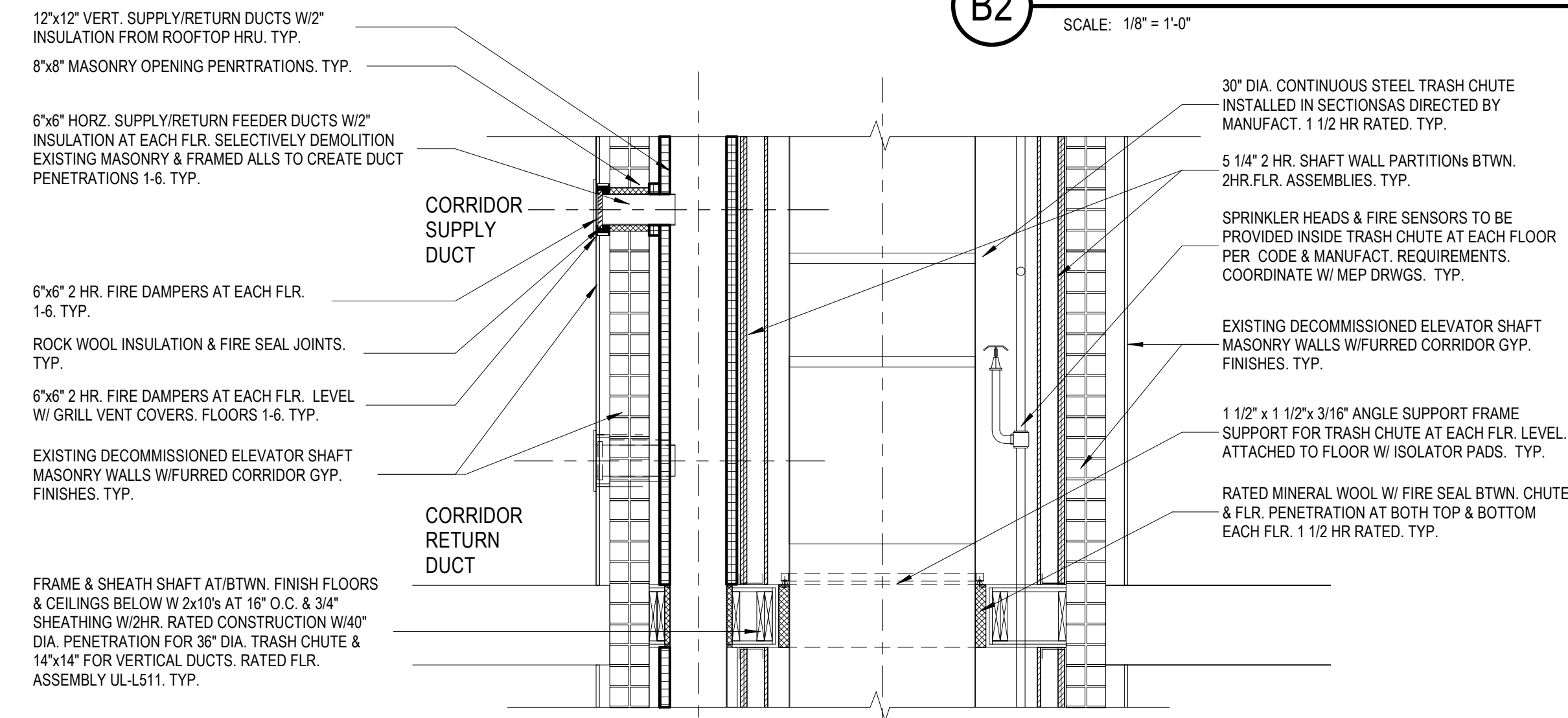
EXPIRES: MAY 31, 2025

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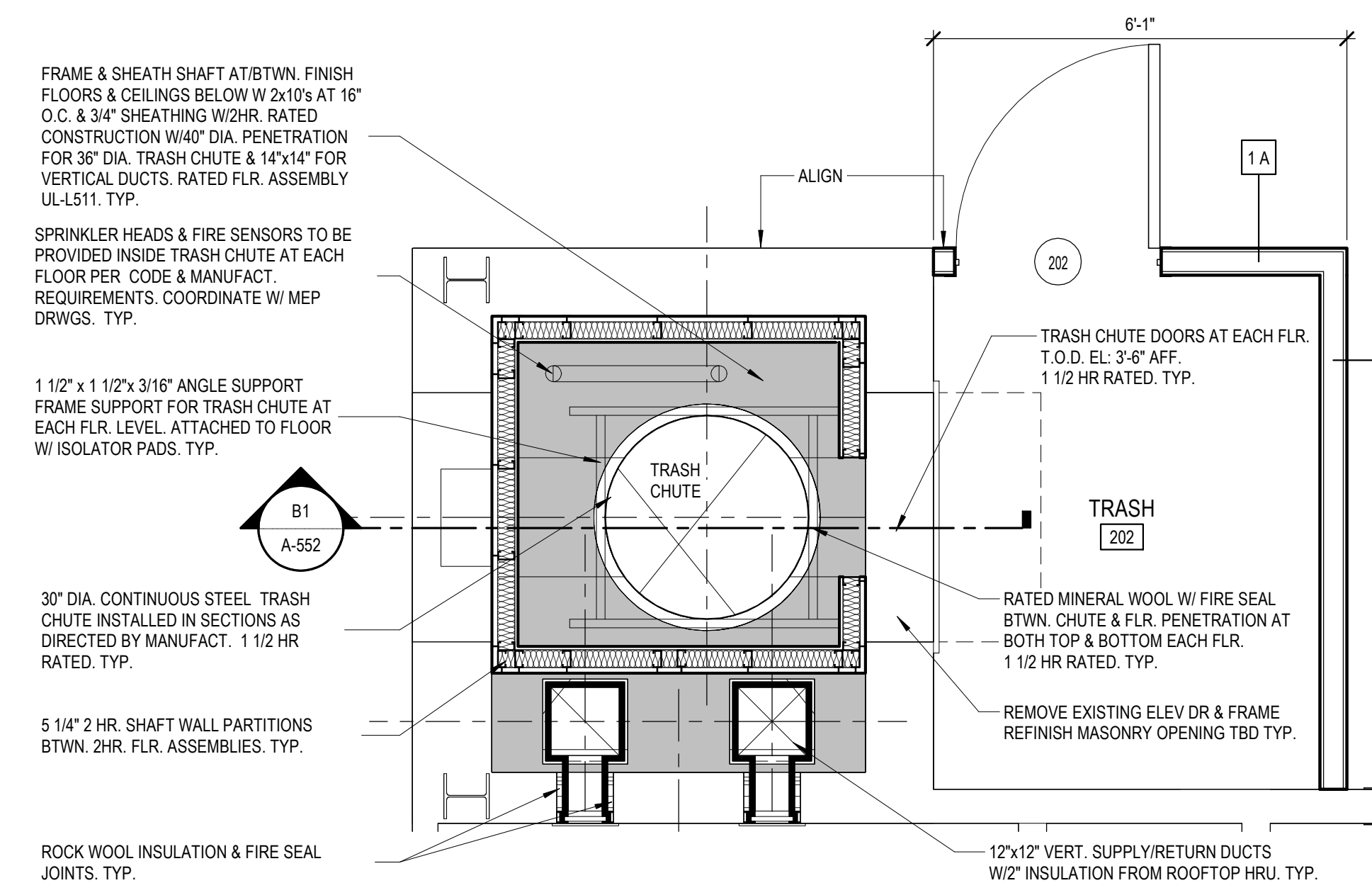


NOTE: FOR BATHROOM LAYOUTS SEE SHEET A-401
FOR KITCHEN LAYOUTS SEE SHEET A-403

B2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



A1 ENLARGED TRASH CHUTE SECTION- RETURN & SUPPLY DUCT
SCALE: 1/2" = 1'-0"



A3 ENLARGED PLAN - TRASH ROOM TYP
SCALE: 1/2" = 1'-0"

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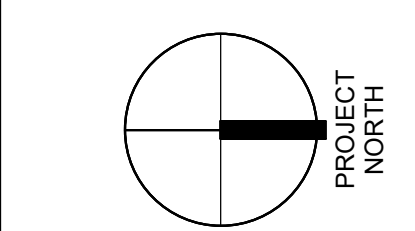
A5 KEYED PLAN NOTES
SCALE: NO SCALE

MAYFLOWER RENOVATION

1060 E GENESEE ST,
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



REVISIONS

PROJECT NUM
223223.00

DATE
06/25/2024

SHEET TITLE
**2ND FLOOR PLAN
AND ENLARGED
TYPICAL TRASH
ROOM**

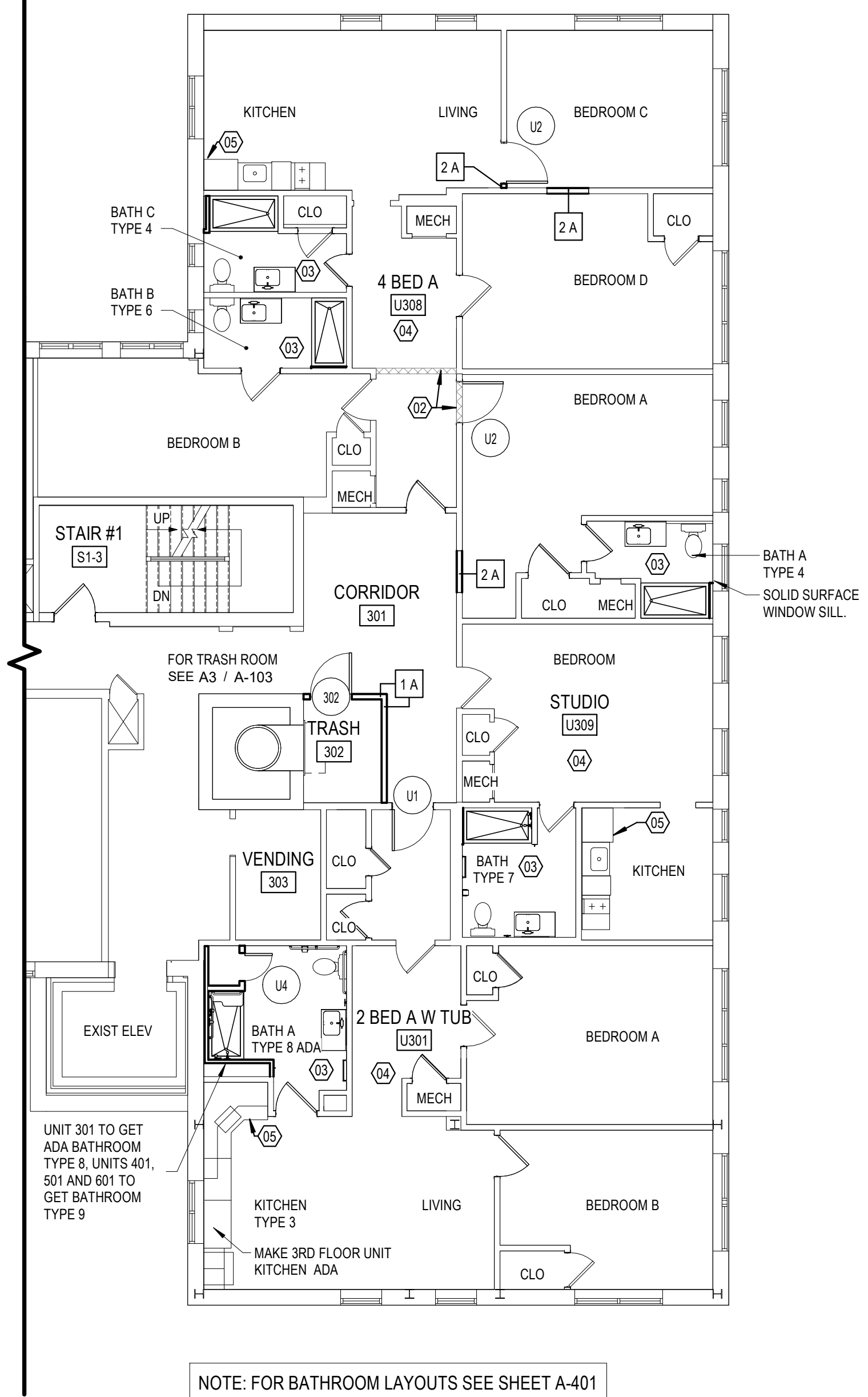
A-103



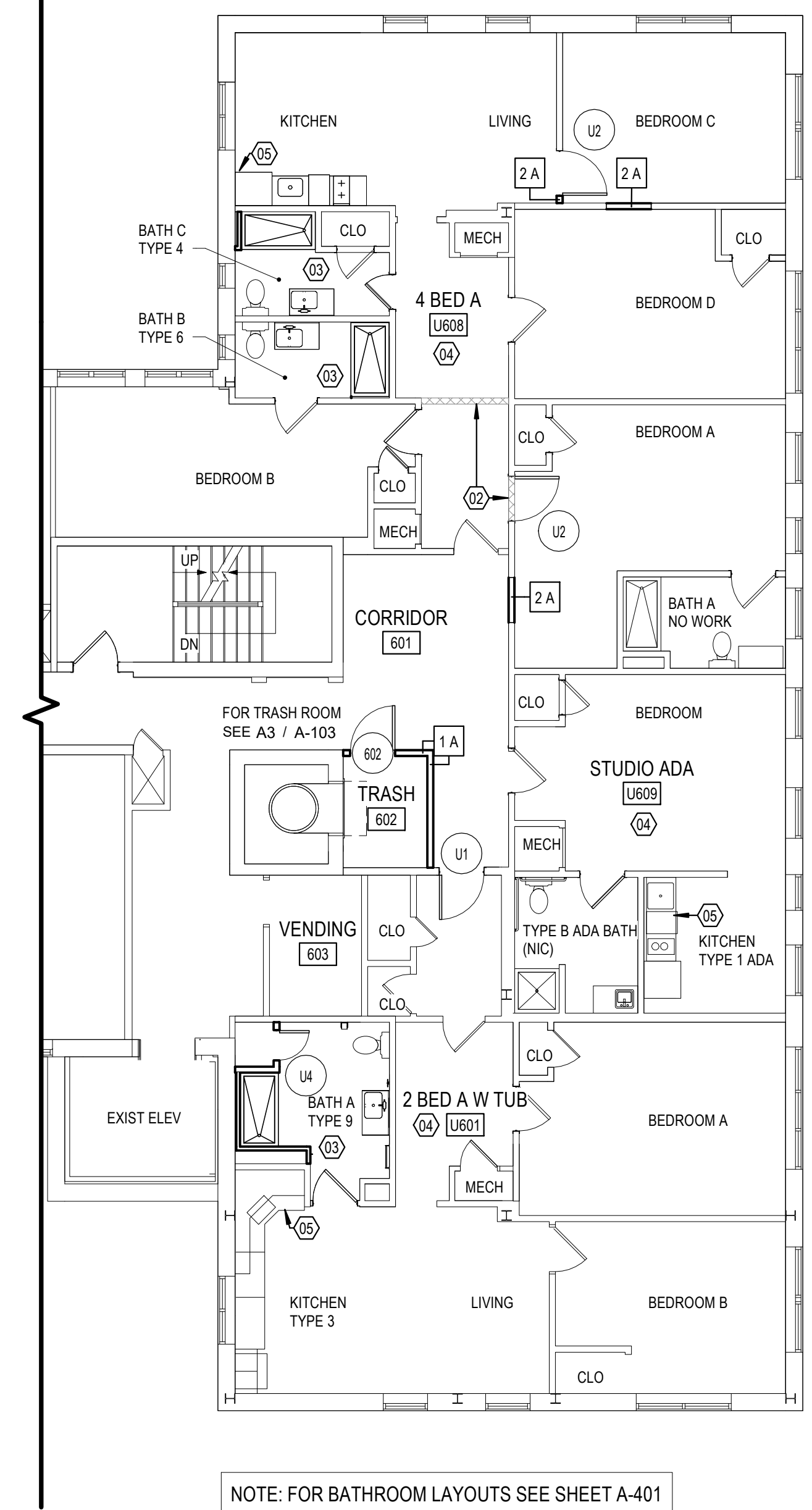
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REFER TO A1/A-102 3RD, 4TH, 5TH TYP.

REFER TO A1/A-102 6TH FLOOR



NOTE: FOR BATHROOM LAYOUTS SEE SHEET A-401



NOTE: FOR BATHROOM LAYOUTS SEE SHEET A-401

B3 PARTIAL THIRD FLOOR PLAN (4TH AND 5TH SIMILAR)
SCALE: 1/8" = 1'-0"

B4 PARTIAL SIXTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

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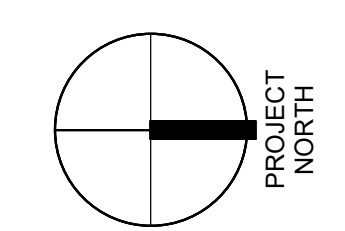
A5 KEYED PLAN NOTES
SCALE: NO SCALE

MAYFLOWER RENOVATION

1060 E GENESEE ST.
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



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PROJECT NUM

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DATE

06/25/2024

SHEET TITLE

**3RD, 4TH, 5TH AND
6TH FLOOR PLANS**



E4 NORTH ELEVATION
SCALE: NO SCALE



E4 SOUTH ELEVATION
SCALE: NO SCALE



450 SOUTH SALINA STREET
SUITE 500 PO BOX 29
SYRACUSE, NY 13201-0029



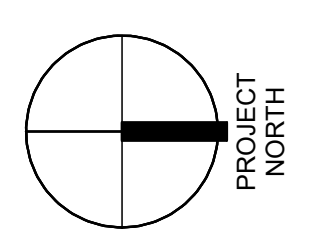
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MAYFLOWER RENOVATION

1060 E GENESEE ST,
SYRACUSE, NY 13210

TIMBERWOLF CAPITAL
PROPERTIES, LLC

PROJECT STATUS
PERMIT SET



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NO.	DATE	DESCRIPTION

PROJECT NUM
223223.00

DATE
06/25/2024

SHEET TITLE
**ELEVATIONS-
EXTERIOR**

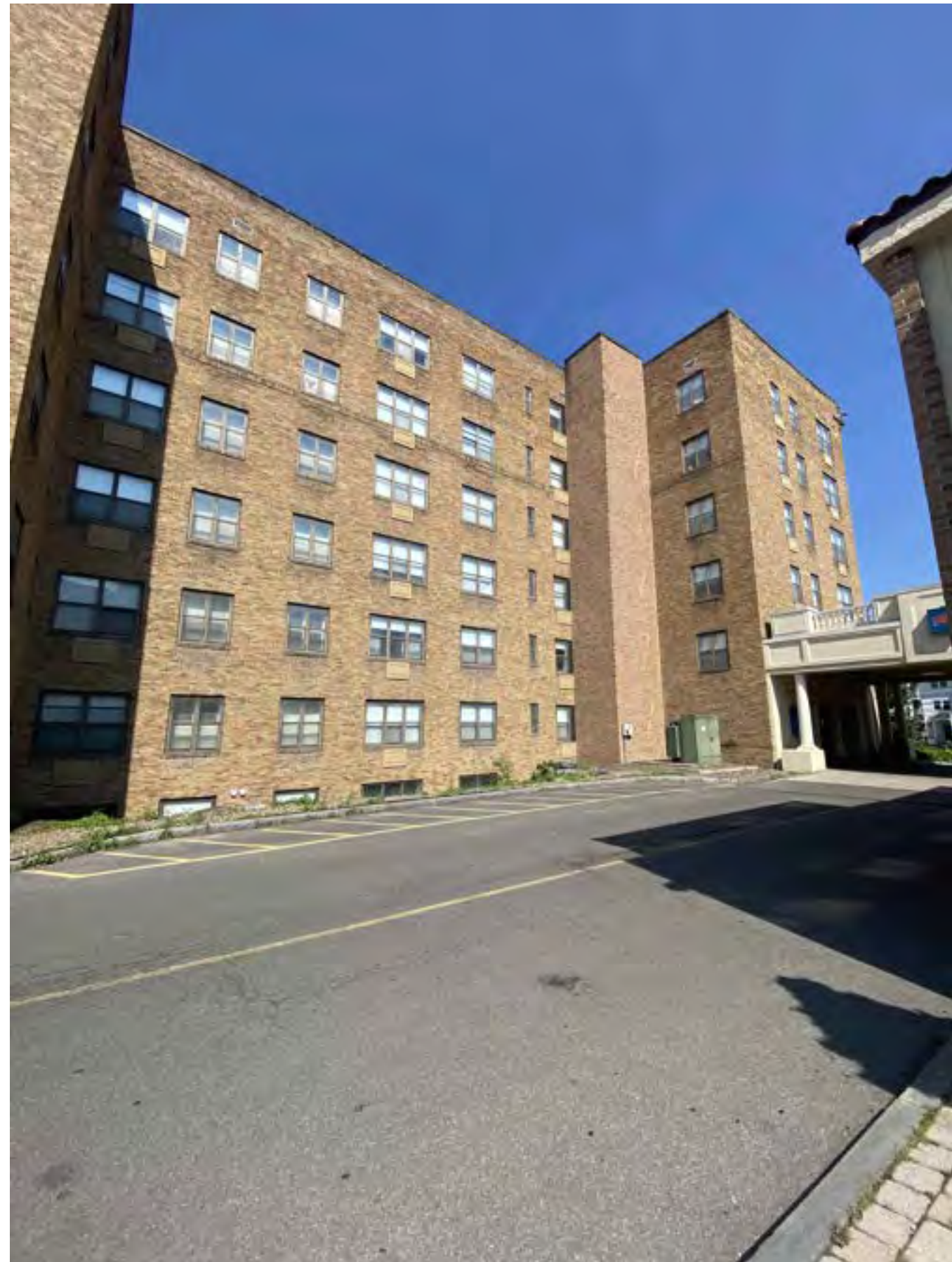
A-201



E4 WEST ELEVATION
SCALE: NO SCALE



E4 EAST ELEVATION
SCALE: NO SCALE



450 SOUTH SALINA STREET
SUITE 500 PO BOX 29
SYRACUSE, NY 13201-0029



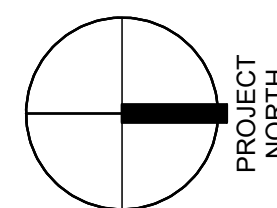
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223223.00

DATE
06/25/2024

SHEET TITLE

**ELEVATIONS-
EXTERIOR**

A-202

This instrument was prepared by
and after recording return to:

Fox Rothschild, LLP
2 West Washington Street, Suite 1100
Greenville, SC 29601
Attention: William Swent

(Space Above this Line for County Recorder's Use Only)

Parking, Access and Utility Easement Agreement

This **Parking, Access and Utility Easement Agreement** (this "Agreement") is made and entered into as of the 2 day of April, 2024 (the "Effective Date"), by and between **Shin Mayflower LLC**, a Delaware limited liability company ("Residential Owner") with a notice address c/o John T. Hoover, III, 4315 Melody Ranch Drive, Jackson, Wyoming 83001, and **Scholar Syracuse LLC**, a New York limited liability company ("Hotel Owner") with a notice address c/o Gary Brandeis, 30 Ardmore Ave., Suite 381, Ardmore, PA 19003. Residential Owner and Hotel Owner are also sometimes herein individually called "Owner," and collectively called "Owners."

Recitals:

A. Hotel Owner is the owner in fee simple of that certain real property located at 1060 East Genesee Street in Syracuse, New York, totaling approximately 1.982 acres, more or less, identified as a portion of Onondaga County Tax Map Parcel 311500 048.0-12-02.1 (the "**Hotel Parcel**" or, generically, a "**Parcel**"), as shown and depicted on that certain Re-Subdivision Survey (the "**Subdivision Plat**") filed in the Office of the County Clerk for Onondaga County, New York, on February 9, 2023, as Filed Map 13604. A legal description of the Hotel Parcel is attached and incorporated as Exhibit A hereto; and

B. Residential Owner is the owner in fee simple of that certain real property located at 1030 East Genesee Street in Syracuse, New York, totaling approximately 0.704 acres, more or less, identified as a portion of Onondaga County Tax Map Parcel 311500 048.0-12-02.1 (the "**Residential Parcel**" or, generically, a "**Parcel**"), as also shown and depicted on the Subdivision Plat. A legal description of the Residential Parcel is attached and incorporate as Exhibit B hereto; and

C. The Hotel Parcel contains, among other improvements, two (2) access drives/curb-cuts onto Madison Street, a public-right-of-way, (the "**Madison Street Access Drives**") and a parking lot (the "**Parking Lot**"); and

D. The Residential Parcel contains a 20-foot wide access drive and curb cut onto to East Genesee Street, a public right-of-way (the "**East Genesee Street Access Drive**"); and

E. There exists a masonry canopy (the "**Canopy**") that attaches to the buildings located on each Parcel. Such Canopy crosses the property line that separates the Parcels;

F. Hotel Owner operates a commercial hotel business in the hotel improvements that are also located on the Hotel Parcel. Hotel Owner intends to continue operating such business until or unless the Hotel Owner demolishes the hotel improvements and redevelops the Hotel Parcel (the “**Redevelopment**”); and

G. Residential Owner acquired the Residential Parcel from Hotel Owner, and Residential Owner intends to redevelop the Residential Parcel for mixed-use and student housing or apartments, with parking and residential components, and uses related thereto (the “**Project**”); and

H. As essential consideration in the Residential Parcel conveyance transaction, Hotel Owner has agreed to include the right and privilege to use up to eighty-two (82) parking spaces, three (3) of which will be so-called “handicapped” parking spaces within the Parking Lot (collectively, the “**Residential Parking Spaces**”), for the benefit of the Residential Parcel, its successors and assigns, and its respective customers, permittees, invitees, contractors, agents, employees, tenants, licensees, representatives and vendors (collectively, the “**Residential Authorized Users**”). The Residential Parking Spaces are identified in the cross-hatching on Exhibit C attached hereto and incorporated herein by reference (the “**Parking Spaces Easement Area**”); and

I. Residential Owner has agreed to provide Hotel Owner, for the benefit of the Hotel Parcel, its successors and assigns, and its respective customers, permittees, invitees, contractors, agents, employees, tenants, licensees, representatives and vendors (collectively, the “**Hotel Authorized Users**”) a perpetual, non-exclusive access, ingress and egress easement over the East Genesee Street Access Drive; and

J. Hotel Owner has agreed to provide Residential Owner, for the benefit of the Residential Parcel, its successors and assigns, and the Residential Authorized Users, with (i) a perpetual, non-exclusive access, ingress and egress easement over the Parking Lot and the Madison Street Access Drives; (ii) an exclusive parking easement over the Residential Parking Spaces; and (iii) a perpetual, non-exclusive utility and infrastructure easement over, upon, across and under the Hotel Parcel, all as more specifically described herein; and

K. The Owners desire to establish responsibility for the maintenance and removal of the Canopy; and

L. In furtherance of the foregoing, Residential Owner and Hotel Owner desire to provide such easements subject to the terms and conditions contained in this Agreement.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals and the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Residential Owner and Hotel Owner agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Access Easements.

(a) East Genesee Street Access Drive. Residential Owner does hereby declare, grant, bargain, sell and convey a non-exclusive, perpetual, irrevocable and assignable easement to Hotel Owner, its successors and assigns, for the benefit of the Hotel Parcel, over and upon the East Genesee Street Access Drive for ingress, egress and general access for vehicular, pedestrian and civil service traffic (the “**East**

Genesee Street Access Drive Easement”), which area is identified on the Subdivision Plat as a “Proposed Right of Way” (the “**East Genesee Street Access Drive Easement Area**”). A legal description of the East Genesee Street Access Drive Easement Area is attached and incorporate as Exhibit D hereto, and such East Genesee Street Access Drive Easement is hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Hotel Owner, subject to the reservations, terms and conditions of this Agreement.

(b) Parking Lot; Madison Street Access Drives. Hotel Owner does hereby declare, grant, bargain, sell and convey non-exclusive, perpetual, irrevocable, and assignable easements to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Parking Lot and over and upon the Madison Street Access Drives for ingress, egress and general access for vehicular, pedestrian and civil service traffic (respectively, the “**Parking Lot Access Easement**” and the “**Madison Street Access Drives Easement**”), which areas are identified by cross-hatching on Exhibit E attached hereto and incorporated herein by reference (respectively, the “**Parking Lot Access Easement Area**” and the “**Madison Street Access Drives Easement Area**”). Such Parking Lot Access Easement and the Madison Street Access Drives Easement are hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Residential Owner, subject to the reservations, terms and conditions of this Agreement.

(c) Scope of Access. By way of amplification, and not as limitation, the privilege of utilizing the foregoing East Genesee Street Access Drive Easement, the Parking Lot Access Easement and the Madison Street Access Drives Easement for civil service traffic shall include sanitation, law enforcement, EMS, fire department and various other governmental or private civil service providers. Accordingly, the East Genesee Street Access Drive Easement Area, the Parking Lot Access Easement Area and the Madison Street Access Drives Easement Area shall be maintained in existing or redeveloped configurations so as not to inhibit civil service vehicular access as dictated by standards established by the Syracuse Fire Marshal or other applicable civil service providers. Further, it is acknowledged that the several access easements granted in this Agreement shall accommodate general construction traffic, to facilitate Redevelopment of the Hotel Parcel and likewise to facilitate rehabilitation and improvements to the building situated on the Residential Parcel. Such construction traffic shall be managed so that it minimizes interference with the use and enjoyment of the Parcels to the fullest extent reasonably and economically practical.

3. Parking Easement. Hotel Owner does hereby declare, grant, bargain, sell and convey an exclusive, perpetual, irrevocable, and assignable easement to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Parking Lot for parking in the Residential Parking Spaces and pedestrian ingress and egress to and from the Residential Parking Spaces (the “**Parking Spaces Easement**”). Such Parking Spaces Easement is hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Residential Owner, subject to the reservations, terms and conditions of this Agreement.

- (i) Exclusive Use. In order to ensure the Residential Owner’s exclusive use and right to enjoy the Parking Spaces Easement, the Residential Owner shall have the right to mark, post or designate the Residential Parking Spaces as “reserved for occupants of the Mayflower Building” or otherwise to a similar effect and to protect such exclusive use by placement of cones, signage or similar devices.
- (ii) Temporary Relocation. Residential Owner acknowledges that Hotel Owner may undertake the Redevelopment. To allow for this potential redevelopment, Hotel Owner may temporarily relocate the Residential Parking Spaces to an offsite facility or an alternate parcel of real property. All costs associated with a temporary relocation shall be the sole responsibility of the Hotel Owner. Any temporary relocation facility supplied to

Residential Owner according to this **Section 3(i)** shall not be situated further than one-half mile from the Residential Parcel and shall provide the same number of Residential Parking Spaces.

- (iii) Permanent Relocation. Residential Owner acknowledges that Hotel Owner may construct a parking garage (the "**Parking Garage**") on the Hotel Parcel as part of the Redevelopment. If the Parking Garage is built on the Hotel Parcel, Residential Owner and/or Hotel Owner shall permanently relocate the Parking Spaces Easement and the Parking Spaces Easement Area to the Parking Garage. In the event of permanent relocation, a portion of the Parking Garage will be partitioned, segregated or otherwise reasonably allocated to the Residential Parking Spaces (the "**Residential Parking Facility**"). All Residential Parking Spaces will be located in the Residential Parking Facility. The portion of the Parking Garage that does not contain any of Residential Parking Spaces is herein called the "**Hotel Parking Facility.**" It is agreed that the Residential Parking Facility may be physically separated (by walls or other barriers) from the Hotel Parking Facility and may be accessible by vehicles solely by means of a vehicular entrance that is separate from the vehicular entrances to the Hotel Parking Facility, but such physical segregation and independent access shall not be required. The Residential Parking Spaces within the Parking Garage may be used solely and exclusively for non-commercial passenger vehicles of customary height, width and weight, which in all cases (among other things) will not damage, impair, compromise or jeopardize the structural integrity of the Parking Garage. Residential Owner, at its sole cost and expense, may install and operate gates or other security or entrance control devices or mechanisms within the Parking Garage, so long as it provides Hotel Owner with a reasonable number of so-called "fobs," access cards or electronic access devices to allow entry to the Residential Parking Facility as may be reasonably required from time to time. Said security devices or gates, as the case may be, shall be the exclusive property of the Residential Owner and subject to the Residential Owner's exclusive control.

4. Utility and Infrastructure Easements. Hotel Owner does hereby declare, grant, bargain, sell and convey a non-exclusive, perpetual, irrevocable, and assignable easement, to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Hotel Parcel, for the purpose of constructing, utilizing, maintaining, repairing and replacing utility service lines for electricity, water, sewer, cable, telephone, storm drainage, as well as fire-fighting water lines and fixtures, other utilities infrastructure as may presently exist or that may be necessary for the intended use and enjoyment of the Residential Parcel (the "**Residential Utility Easement**"). The Residential Utility Easement shall be of reasonable and variable widths and located coincident with existing or necessary service lines and otherwise shall comply with requirements of the applicable utility service (the "**Residential Utility Easement Area**" or the "**Residential Utility Easement Areas**"). No permanent buildings will be placed in or allowed to encroach upon the Residential Utility Easement Areas; provided, however, the Hotel Owner shall have liberal rights to relocate the Residential Utility Easement Areas so long as it uses reasonable commercial means to avoid disruption of service to the Residential Parcel in connection with any such relocation. In the instance of such relocation, the Hotel Owner shall provide Residential Owner a survey or site plan for the relocation of the proposed easement(s) and plans and specifications with regard to the improvements and/or infrastructure to be relocated upon the Hotel Parcel, all of which shall be subject to the written approval of Residential Owner, which approval shall not be unreasonably withheld or delayed. Except as otherwise agreed in writing, Hotel Owner shall pay all costs and expenses with respect to such relocation and shall cause all such work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Residential Parcel and in compliance with all applicable laws, regulations, or codes. No lien shall attach to the Residential Parcel associated with the utility lines relocated pursuant to

this **Section 4**. Following completion of any such relocation work, the Residential Owner shall be responsible for the repair and maintenance of any utility service lines relocated by Hotel Owner which exclusively provide service to the Residential Parcel.

In the instance of necessary, new utility infrastructure, the Residential Owner shall provide Hotel Owner a survey or site plan depicting the location of the proposed easement(s) and plans and specifications with regard to the improvements and/or infrastructure to be constructed upon the Hotel Parcel, all of which shall be subject to the written approval of Hotel Owner, which approval shall not be unreasonably withheld or delayed. Except as otherwise agreed in writing, Residential Owner shall pay all costs and expenses with respect to utility line and infrastructure installation and shall cause all such work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Hotel Parcel and in compliance with all applicable laws, regulations and codes. No lien shall attach to the Hotel Parcel associated with the utility lines installed by the Residential Owner pursuant to this **Section 4**. Residential Owner shall be responsible for the repair and maintenance of any utility line installed by Residential Owner and all costs and expenses related thereto. For the purposes of this paragraph, it will not be deemed to be unreasonable for Hotel Owner to withhold its consent for Residential Owner to install new utility infrastructure in a location that will interfere with its contemplated Redevelopment and require a relocation in connection therewith, but Hotel Owner will use good faith in working with Residential Owner to locate necessary utilities to support the Residential Parcel.

Likewise, Residential Owner does hereby declare, grant, bargain, sell and convey a non-exclusive, perpetual, irrevocable, and assignable easement, to Hotel Owner its successors and assigns, for the benefit of the Hotel Parcel, over and upon the Residential Parcel, for the purpose of (i) utilizing, maintaining, repairing and replacing utility service lines that exclusively provide service to the Hotel Parcel (the "**Hotel Utility Easement**"), and (ii) maintaining, repairing and replacing the Canopy. More particularly, it is stipulated that the Hotel Utility Easement is necessary to allow the Hotel Parcel to utilize electrical service from a common transformer and working fluid supply from a common cooling system (the "**Common Transformer and Cooling Infrastructure**") which presently exist upon the Residential Parcel. The Hotel Utility Easement shall be of reasonable and variable widths and situated within an area coincident with existing or necessary electrical and cooling fluid service lines and otherwise shall comply with requirements of the applicable utility service (the "**Hotel Utility Easement Area**" or the "**Hotel Utility Easement Areas**"). No permanent buildings will be placed in or allowed to encroach upon the Hotel Utility Easement Areas; provided, however, the Residential Owner shall have liberal rights to relocate the Hotel Utility Easement Areas so long as it uses reasonable commercial means to avoid disruption of service to the Hotel Parcel in connection with any such relocation. In the instance of such relocation, the Residential Owner shall provide Hotel Owner a survey or site plan for the relocation of the proposed easement(s) and plans and specifications with regard to the improvements and/or infrastructure to be relocated upon the Residential Parcel, all of which shall be subject to the written approval of Hotel Owner, which approval shall not be unreasonably withheld or delayed. Except as otherwise agreed in writing, Residential Owner shall pay all costs and expenses with respect to such relocation and shall cause all such work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Hotel Parcel and in compliance with all applicable laws, regulations, or codes. No lien shall attach to the Hotel Parcel associated with the utility lines relocated pursuant to this **Section 4**. Following completion of any such relocation work, the Hotel Owner shall be responsible for the repair and maintenance of any utility service lines relocated by Residential Owner which exclusively provide service to the Hotel Parcel.

- (a) Common Transformer and Cooling System Operating Costs. The Owners acknowledge that a transformer providing electricity to both the Residential Parcel and the Hotel Parcel is located on the Residential Parcel. Likewise, the Owners acknowledge the common

cooling system located on the Residential Parcel. Residential Owner shall be responsible for conducting or contracting for the regular repair and maintenance of the Common Transformer and Cooling System, but the Owners shall each pay one-half of all costs and expenses related thereto. Each Owner shall be responsible for the cost of their respective electricity usage.

- (b) Utility Infrastructure Segregation. Hotel Owner may, at any time, obtain its own dedicated electricity service and/or relocate its electricity service at its sole expense and thereafter abandon any service lines and Hotel Utility Easement that pertains to the common transformer. Likewise, the Hotel Owner may, at any time install on the Hotel Parcel an independent cooling system and abandon any service lines and Hotel Utility Easement that pertains to the common cooling system. In either case, the Hotel Owner shall promptly record a mutually acceptable memorial of such abandonment and modification of this Agreement. Further and in the event that the Hotel Parcel is completely or significantly redeveloped, the Common Transformer and Cooling System shall be segregated and dedicated to the service of the Residential Parcel, and new, independent and replacement electrical and cooling system infrastructure shall be constructed to serve the Hotel Parcel. Any other common-use utility infrastructure shall also be segregated, with the Parcel that continues to be served by such common utility infrastructure and that which is served by replacement infrastructure being dictated by objective efficiency and economy, but all reasonable commercial effort shall be deployed to make the Hotel Parcel and the Residential Parcel independently functioning and self-sustaining properties.
- (c) Canopy Removal Covenants. If, at any time, the Owners agree that the Canopy should be fully and permanently removed, then each Owner shall be responsible for fifty percent (50%) of the cost of such removal, and each Owner shall be responsible for the cost to repair any damage or restoration to the improvements on their respective Parcels caused by such removal. In the event the Hotel Parcel is Redeveloped in such a way to require the removal of the Canopy, the Owners hereby agree the Hotel Owner will be responsible to remove the Canopy and to repair any damage caused by such removal to the point where the Canopy attaches to the improvements on the Residential Parcel. Alternatively, in the instance that the Residential Owner wishes to preserve the Canopy in the context of Hotel Parcel Redevelopment, the Hotel Owner shall be responsible for any equal or lesser cost to truncate and preserve the Canopy fully upon the Residential Parcel.

5. Easements; Easement Areas. The East Genesee Street Access Drive Easement, the Parking Lot Access Easement, the Madison Street Access Drives Easement, the Parking Spaces Easement, the Residential Utility Easement and the Hotel Utility Easement are also sometimes herein individually and generically called an “**Easement,**” and collectively called “**Easements.**” The East Genesee Street Access Drive Easement Area, the Parking Lot Access Easement Area, the Madison Street Access Drive Easement Area, the Parking Spaces Easement Area, the Residential Utility Easement Areas and the Hotel Utility Easement Areas are also sometimes herein individually and generically called an “**Easement Area,**” and collectively called “**Easement Areas.**”

6. No Obstructions or Restrictions. No signs, fences, hedges, curbing, barriers, walls or other structures or obstructions which would prohibit the free flow of vehicular, pedestrian and/or civil service traffic over the Easement Areas or parking in the Parking Spaces Easement Area shall be erected by Owners. In no event shall either Owner unreasonably restrict the other Owner, Residential Authorized Users or Hotel Authorized Users in the use of any Easement Area. In the event that either Owner, Residential Authorized User or Hotel Authorized User is improperly restricted from the use of any Easement Area, the afflicted

Owner shall be entitled to any and all remedies at law or in equity to enforce its rights hereunder including, but not limited to, actions for specific performance, injunction or money damages.

7. No Limitation on Use by Hotel Owner; Reservation of Certain Rights. Residential Owner's exclusive right to use the Residential Parking Spaces as set forth in this Agreement will not limit, in any way whatsoever, the rights of Hotel Owner, and its permittees, invitees, contractors, agents, employees and vendors, to use the Parking Spaces Easement Area and/or the Parking Lot Access Easement Area for vehicular and pedestrian ingress and egress to and from the Parking Lot or other areas of the Hotel Parcel, or for any and all other purposes whatsoever subject to Laws (hereinafter defined), other than parking in the Residential Parking Spaces in accordance with this Agreement; provided, however, that such use of the Parking Spaces Easement Area and/or the Parking Lot Access Easement Area by the Hotel Owner, and its permittees, invitees, contractors, agents, employees and vendors, shall not materially interfere with the rights granted to and for the benefit of Residential Owner, the Residential Parcel and the Residential Authorized Users or prevent the use by Residential Owner or Residential Authorized Users of the Easements herein granted.

8. Construction of Parking Garage. If undertaken, Hotel Owner shall be responsible for the planning, permitting and construction of the Parking Garage in accordance with the Redevelopment and all costs associated therewith.

9. Construction of Parking Signage. Hotel Owner will install any and all signage ("**Hotel Parking Signage**") required to comply with all applicable laws, statutes, codes, ordinances, rules and regulations (collectively, "**Laws**"). Hotel Owner hereby reserves all rights to install such additional commercially reasonable signage on, within or around the Residential Parking Facility and/or Parking Lot as the Hotel Owner may elect from time to time, in its sole and absolute discretion. Residential Owner, at its sole cost and expense, may also install commercially reasonable identification and directional signage ("**Residential Parking Signage**") within or adjacent to the Residential Parking Facility and/or Residential Parking Spaces (but in all cases within the Easement Areas); provided, however, that any and all Residential Parking Signage must also comply with all Laws and will be subject to the prior written approval of Hotel Owner, which approval will not be unreasonably withheld, conditioned or delayed; and provided further, however, that Residential Owner will be responsible, at its sole cost and expense, for the commercially reasonable operation (if and to the extent applicable), and maintenance of any and all Residential Parking Signage, failing which, Hotel Owner may itself perform such operation, maintenance and removal, after reasonable prior notice to Residential Owner, and Residential Owner will reimburse Hotel Owner for all reasonable costs incurred in such regard, within thirty (30) days after delivery of Hotel Owner's invoice therefor, accompanied by commercially reasonable supporting documentation.

10. Maintenance of Improvements; Real Estate Taxes.

(a) Hotel Owner Obligations. Hotel Owner, at its sole cost and expense, will operate, maintain, repair, replace and restore, as applicable, the Madison Street Access Drives, the Canopy, the Parking Lot, the Parking Garage, and Hotel Parking Signage in a good, clean, safe and first-class condition, in compliance with all applicable Laws and reasonably free from unreasonable accumulation of leaves, dirt, debris, garbage and snow and ice. Hotel Owner's obligations under this **Section 10(a)** will include, without limitation, re-striping, re-paving and re-surfacing the interior portions of the Parking Garage as may be required from time to time to satisfy the foregoing standard. Hotel Owner is responsible for the installation and maintenance of all landscaping, exterior lighting (including, without limitation, the replacement of light bulbs), and other items and improvements (other than the Residential Parking Signage) located in or on the Madison Street Access Drives, the Parking Lot and the Parking Garage.

- (i) Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of the out-of-pocket costs and expenses that Hotel Owner incurs in performing its obligations under **Section 10(a)** that is allocable to the Residential Parking Facility on the basis of the ratio of the square footage thereof to the aggregate square footage of the Residential Parking Facility and the Hotel Parking Facility (such ratio, the "**Residential Share**"). Hotel Owner shall provide to Residential Owner, by November 1 each calendar year, with a budget for the anticipated maintenance and repairs of the Residential Parking Facility for the upcoming year.
- (ii) In the event that Residential Owner and/or the Residential Authorized Users are unable to utilize any number of Residential Parking Spaces in the Parking Spaces Easement Area for more than twenty-four (24) hours due to Hotel Owner's repair or maintenance of the Parking Lot or Parking Garage in fulfillment of its obligations under **Section 10(a)**, Hotel Owner agrees to provide to Residential Owner and/or the Residential Authorized Users, an equal number of parking spaces in the Parking Lot or Hotel Parking Facility as Residential Parking Spaces which are inaccessible or otherwise unusable for the duration of which such Residential Parking Spaces are inaccessible or unusable; provided, however, that that the foregoing shall apply if, and only if, all remaining Residential Parking Spaces (which are useable and accessible) are being utilized by Residential Owner and/or the Residential Authorized Users. Hotel Owner shall notify Residential Owner no less than fourteen (14) days prior to completing any repairs to the Parking Lot or Parking Garage that are expected to hinder or otherwise restrict Residential Owner or any Residential Authorized User's use of the Parking Lot or Parking Garage or otherwise limit the number of Residential Parking Spaces available to Residential Owner and the Residential Authorized Users. Hotel Owner shall provide a general description of the work to be completed and the expected impact upon the use of the Easement Areas. In the event of an emergency repair (a repair necessary in order to avoid a threat or danger to human health or safety, or substantial damage to property), Hotel Owner shall give notice that is reasonably practicable given the circumstances.

(b) Residential Owner Obligations. Residential Owner, at its sole cost and expense, will operate, maintain, repair, replace and restore, as applicable, the East Genesee Access Drive in a good, clean, safe and first-class condition, in compliance with all applicable Laws and reasonably free from unreasonable accumulation of leaves, dirt, debris, garbage and snow and ice. Residential Owner, at its sole cost and expense, will also be responsible for the installation and maintenance of all landscaping, exterior lighting (including, without limitation, the replacement of light bulbs), and other items and improvements located in or on the East Genesee Access Drive.

(c) Responsibility for Damage. Anything in this **Section 10** to the contrary notwithstanding, each Owner, at its sole cost and expense, will be responsible for any and all repairs required as a result of damage caused by such Owner, or its contractors, agents, tenants, guests, employees or invitees (in the case of Residential Owner, including, without limitation, all Residential Authorized Users, and in the case of Hotel Owner, including, without limitation, all Hotel Authorized Users).

(d) Real Estate Taxes. Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of all real estate taxes, assessments and similar charges that are allocable to the Residential Parking Facility on the basis of the Residential Share.

11. Confirmation of Actual Location of Easement Areas; Alteration of Parking Garage. Anything in this Agreement to the contrary notwithstanding, the Owners acknowledge and agree that the actual location of the Parking Garage, if and when constructed, may be somewhat different from the location contemplated in the Hotel Owner's current Redevelopment plans. At any time after construction of the Parking Garage has been completed and if the Owners desire to permanently relocate the Parking Spaces Easement and Parking Spaces Easement Area as set forth in **Section 3(ii)**, either Residential Owner or Hotel Owner may request that the parties execute and record an amendment to this Agreement, which Amendment (a) contains a Site Plan showing the actual location of the Parking Garage; and (b) sets forth the final legal descriptions of the respective Easement Area. The Owner requesting the amendment (the "**Requesting Owner**") will present the proposed amendment to the other Owner (the "**Non-Requesting Owner**") for approval and signature and the Non-Requesting Owner, upon approval, such approval not to be unreasonably withheld, conditioned, or delayed, agrees execute said amendment promptly. The Requesting Owner shall record the amendment at its cost and expense and provide a copy of the recorded amendment to the Non-requesting Owner. In addition, Hotel Owner, upon review and approval by Residential Owner (such review and approval not to be unreasonably withheld, conditioned or delayed), may alter the Parking Garage, from time to time, in connection with any redevelopment of or improvements to the Hotel Parcel; provided, however, that any such alteration will (x) not materially relocate the Parking Garage, or materially adversely affect the use thereof by or for Residential Owner or the Residential Authorized Users in connection with then-current use of the Residential Parcel, including reducing the number of Residential Parking Spaces, (y) not materially adversely affect the structural integrity or the commercially reasonable operation, maintenance, repair or replacement of the Parking Garage, and (z) comply with all applicable Laws.

12. Enforcement Obligations of Residential Owner. Residential Owner, at its sole cost and expense, will be solely responsible for any and all actions necessary to assure compliance with its responsibilities and obligations under the terms and conditions of this Agreement with respect to the use of the Residential Parking Spaces by or for the Residential Authorized Users. Among other things, Residential Owner, at its sole cost and expense, will make a good faith effort to prohibit any and all Residential Authorized Users from using any parking spaces in the Parking Lot, the Hotel Parking Facility or elsewhere on the Hotel Parcel, other than the Residential Parking Spaces. The use of the Residential Parking Spaces must at all times strictly comply with the terms and conditions of this Agreement and all applicable Laws. Upon Residential Owner's discovery (or its otherwise becoming aware) of any violation of any of the foregoing (or of any other terms and conditions of this Agreement), Residential Owner, at its sole cost and expense, will promptly take all necessary steps to cause and compel the discontinuance thereof.

13. Insurance; Waiver of Claims.

(a) Insurance to be Maintained by Hotel Owner. Hotel Owner will maintain insurance on the Parking Lot and/or Parking Garage providing coverage comparable to that provided by a standard ISO special causes of loss form property insurance policy in an amount not less than the full replacement cost thereof. Hotel Owner, in its sole and absolute discretion, obtain such additional coverages or endorsements as Hotel Owner reasonably deems appropriate. Hotel Owner may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any of the Residential Parcel, any improvements on the Residential Parcel, or any personal property of Residential Owner or any one or more of the Residential Authorized Users, regardless of where located. Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of the property insurance under this **Section 13(a)** that is allocable to the Residential Parking Facility on the basis of the Residential Share. Further, Hotel Owner shall, at its sole cost and expense, maintain commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with combined single limits of at least \$1,000,000 for each occurrence and \$2,000,000 general aggregate and umbrella/excess liability insurance,

on an occurrence basis, that applies excess of required commercial general liability, business automobile liability, and employers liability policies with minimum limits of \$10,000,000 each occurrence and \$10,000,000 annual aggregate. Hotel Owner's liability insurance will (i) name Residential Owner, its affiliates, any mortgage lender regarding the Residential Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees, as additional insureds with respect to all matters arising out of the use of the Parking Lot, the Residential Parking Facility, the Residential Parking Spaces or the Easement Areas by or for Hotel Owner, or those claiming by, through or under Hotel Owner (including, without limitation, the Hotel Authorized Users); (ii) be primary to any other insurance maintained by Residential Owner, its affiliates, any mortgage lender regarding the Residential Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees; (iii) be placed and maintained with companies rated at least "A/VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Residential Owner; and (iv) include contractual liability coverage. Such insurance may have a reasonable deductible but may not include any self-insured retention. If Hotel Owner's liability insurance is provided under a blanket policy, the above coverage limits must be made specifically applicable to the Residential Parcel on a "per location" basis with a total aggregate limit of \$10,000,000. Hotel Owner will deliver an appropriate ACORD Form certificate or other evidence of insurance satisfactory to Residential Owner (1) on or before thirty (30) days after the Effective Date of this Agreement; (2) not later than ten (10) days prior to the expiration of any current policy or certificate; and (3) at such other times as Residential Owner may reasonably request.

(b) Insurance to be Maintained by Residential Owner. Residential Owner, at its sole cost and expense, will maintain commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 general aggregate and umbrella/excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business automobile liability, and employers liability policies with minimum limits of \$8,000,000 each occurrence and \$8,000,000 annual aggregate. Residential Owner's liability insurance will (i) name Hotel Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees, as additional insureds with respect to all matters arising out of the use of the Parking Lot, the Residential Parking Facility, the Residential Parking Spaces or the Easement Areas by or for Residential Owner, or those claiming by, through or under Residential Owner (including, without limitation, the Residential Authorized Users); (ii) be primary to any other insurance maintained by Hotel Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees; (iii) be placed and maintained with companies rated at least "A/VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Hotel Owner; and (iv) include contractual liability coverage. Such insurance may have a reasonable deductible but may not include any self-insured retention. If Residential Owner's liability insurance is provided under a blanket policy, the above coverage limits must be made specifically applicable to the Hotel Parcel on a "per location" basis with a total aggregate limit of \$10,000,000. Residential Owner will deliver an appropriate ACORD Form certificate or other evidence of insurance satisfactory to Hotel Owner (1) prior to any use of the Parking Lot or Parking Garage (or any of the Residential Parking Spaces) under this Agreement; (2) not later than ten (10) days prior to the expiration of any current policy or certificate; and (3) at such other times as Hotel Owner may reasonably request.

(c) Waivers. To the fullest extent allowable under the Laws, but subject to this **Section 13(c)**, each of Residential Owner (for itself and on behalf of its managers, members, directors, shareholders, officers, contractors, agents, invitees and Residential Authorized Users, and its and their respective insurers) and Hotel Owner (for itself and on behalf of its managers, members, directors, shareholders, officers, contractors, agents and invitees, and its and their respective insurers), hereby waives, releases and discharges the other Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time (in the case of Hotel Owner), and their respective managers, members, directors, shareholders, officers,

contractors, agents and invitees, from all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any obligation under this Agreement (collectively, "**Claims**"), for any physical loss, destruction or damage to the Parking Lot, Parking Garage, any of the Residential Parking Spaces, any of the Easement Areas, any of the improvements located therein or thereon, or any personal property of such Owner (in the case of Residential Owner, including, without limitation, of any one or more of the Residential Authorized Users), regardless of where located, and any resulting loss of use or business interruption, regardless of whether such loss, destruction or damage is caused by the negligent acts or omissions of any person or entity (including, without limitation, an Owner). Each Owner will look only to any insurance coverage that such Owner may maintain (regardless of whether such Owner actually obtains any such coverage or whether such coverage is sufficient) with respect to the Claims that an Owner is waiving, releasing and discharging hereunder. The foregoing provisions of this **Section 13(c)** do not limit or waive, release or discharge any claims that either Owner may have against any "third-party" person or entity (including, without limitation, any contractor, service provider, agent, licensee or invitee that is not a Residential Authorized User) arising from any physical damage caused by any such third party.

14. **Indemnification.** Except for the Claims waived by Hotel Owner in **Section 13(c)** hereof, to the fullest extent allowable under the Laws, Residential Owner and Hotel Owner (as applicable an "**Indemnitor**") will indemnify, protect, defend and hold the other, its affiliates, any mortgage lender regarding the other's parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees (as applicable, an "**Indemnitee**"), from and against all Claims arising from (a) any use of the Parking Lot, Parking Garage, the Residential Parking Spaces or any of the Easement Areas by Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable); (b) any breach or default by Indemnitor in the performance of any of the covenants or agreements in this Agreement; (c) any act, omission, negligence or misconduct of Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable); and (d) if caused in whole or in part by Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable), any accident, injury, occurrence or damage in, about or to the Parking Lot, the Parking Garage, the Residential Parking Spaces or the Easements Areas.

15. **Self-Help.** Anything in this Agreement to the contrary notwithstanding, if an Owner defaults in the performance of its obligations under this Agreement, and does not cure such default within thirty (30) days after delivery of written notice thereof from the other Owner, or such longer period as may be reasonably required due to matters beyond the reasonable control of the defaulting Owner (notwithstanding the diligent efforts of the defaulting Owner), except in cases of imminent threat of personal injury, death, material property damage or the commission of a crime (in which cases, such shorter notice period as is reasonable will be applicable), then the non-defaulting Owner may (but will not be required to) perform such obligations at the sole (but reasonable) cost and expense of the defaulting Owner. The defaulting Owner will reimburse the curing Owner for all such reasonable costs and expenses within thirty (30) days after delivery of the curing Owner's invoice therefor, accompanied by commercially reasonable supporting documentation. If the defaulting Owner does not timely pay any amounts due under this Agreement (including, without limitation, **Sections 10 or 13** hereof or this **Section 15**), then (a) the delinquent amount will accrue interest from the due date through the date such payment is received by the curing Owner, at a per annum rate equal to four percentage points in excess of the "prime rate" of interest published, from time to time, in the Midwest Edition of *The Wall Street Journal* (or, if it is not then in existence or not then publishing a "prime rate" of interest, its successor, or if neither is then in existence or not then publishing a "prime rate" of interest, another reasonably comparable publication selected by Hotel Owner), from the date when the same is due until the same has been paid, provided, however, that if such rate exceeds the maximum interest rate permitted by law, such rate will be reduced to the highest rate allowed by law under the circumstances; and (b) such delinquent amount will constitute a lien upon the delinquent Owner's Parcel. Such a lien will encumber the defaulting Owner's entire interest in its Parcel, and run in favor of the other

Owner; provided, however, that any such lien will be subordinate to the lien of any mortgage to an unrelated third-party encumbering the affected Parcel.

16. Rights Reserved. Subject to the terms and conditions of this Agreement, Hotel Owner and Residential Owner (a) reserve and retains the right to convey easements to any and all such persons or entities as each may deem proper for any purpose, which do not materially interfere with or prevent the use of the Easements herein granted; and (b) reserve and will continue to enjoy the use of their respective parcels for any purpose which does not materially interfere with or prevent the use of the Easements herein granted, including, without limitation, the right to locate and relocate buildings, driveways, parking areas and other improvements on their respective parcels subject to the terms herein, and in particular, **Section 11** hereof.

17. No Public Dedication. Nothing contained in this Agreement will be deemed to be a grant or dedication of any portion of the Hotel Parcel or the Residential Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressly set forth herein. There are no third-party beneficiaries to or under this Agreement.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith. Except as expressly set forth in this Agreement, this Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties to this Agreement, which is recorded with the appropriate authorities of Onondaga County, New York.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without application of its choice of law rules.

20. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby unless, as a result, the purpose and intent of this Agreement will thereby be substantially and essentially impaired. In such event, the parties will diligently proceed to revise this Agreement in order to re-memorialize such purpose and intent.

21. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute will be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred by the prevailing party in connection with such judicial action.

22. Mechanic's Liens. In the exercise of the easement rights granted herein, Residential Owner will not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Hotel Parcel, and will promptly (not later than ten (10) business days after written notice thereof) discharge the same in case of the filing of any claims for liens or proceedings for the restrict thereof.

23. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, mailed by First Class, Registered or Certified Mail, return receipt requested, or nationally recognized overnight carrier for next business day delivery with receipt acknowledged, postage prepaid, or emailed or faxed (with suitable evidence or confirmation of receipt) to the following addresses:

- (a) If to Residential Owner: Shin Mayflower LLC
c/o John T. Hoover, III
P.O. Box 4369
Jackson, Wyoming 83001
- With a copy to: Fox Rothschild LLP
Attn: William Swent
2 West Washington Street, Suite 1100
Greenville, SC 29601
Email: wswent@foxrothschild.com
Tel.: 864-751-7605
- (b) If to Hotel Owner: Scholar Syracuse LLC
c/o Gary Brandeis
1060 East Genesee Street
Syracuse, New York
- With a copy to: Bond, Schoeneck & King, PLLC
Attn: Kevin M. Pole, Esq.
One Lincoln Center
Syracuse, New York 13202
Email: kpole2bsk.com
Tel.: 315-218-8146

Any such notice, request, consent or other communications shall be deemed received (i) at such time as it is personally delivered, (ii) on the date of email or fax transmission (or, if the date of transmission is not a business day, on the first business day following transmission, in all cases assuming and requiring confirmation of receipt), (iii) on the first (1st) business day after it is mailed for delivery by nationally recognized overnight carrier for next business day delivery, or (iv) on the second (2nd) business day after it is mailed by First Class, Registered or Certified Mail, return receipt requested, as the case may be. Counsel for the parties may deliver notice on behalf of the parties.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be effective upon delivery and, thereafter, will be deemed to be an original, and all of which will be taken as one and the same instrument with the same effect as if each party had signed on the same signature page.

25. Miscellaneous. Anything in this Agreement to the contrary notwithstanding, no Owner will be liable under this Agreement with respect to any event, act or omission that occurs at any time before or after such Owner is fee simple owner of its Parcel. The covenants and obligations contained in this Agreement will be binding upon each Owner only during and in respect to its period of ownership of its Parcel. Any obligation or liability of an Owner under this Agreement is limited to such Owner's interest in its Parcel, it being agreed that no such Owner or its managers, members, directors, shareholders, officers, contractors, agents or invitees will ever be personally liable for any judgment hereunder.

26. Written Assurances. Upon a written request from an Owner, the other Owner will execute and deliver a Written Assurance to a prospective owner or mortgage lender regarding the requesting Owner's Parcel. A "**Written Assurance**" is a writing that states that, except as otherwise provided in such Written Assurance, (a) this Agreement has not been amended or modified in any manner not of record with the appropriate authorities of Onondaga County, New York; (b) to the actual knowledge, without any obligation of inquiry or investigation of the Owner executing and delivering the Written Assurance, there

are no defaults presently existing under this Agreement by such Owner; (c) there are no amounts presently due and owing to the Owner executing and delivering the Written Assurance from the Owner requesting the Written Assurance; and (d) to the actual knowledge, without any obligation of inquiry or investigation of the Owner executing and delivering the Written Assurance, there are no defaults presently existing by the other Owner.

27. Successors and Assigns; Covenant Running with the Land. The easements, covenants, conditions and restrictions contained herein create mutual benefits and covenants running with the land and will be binding upon and inure to the benefit of the owner of each Parcel and their respective successors and assigns.

28. No Liability for Consequential Damages. Anything in this Agreement to the contrary notwithstanding, under no circumstances will any Owner be responsible or liable for any indirect, consequential, special or punitive damages hereunder.

29. No Waiver. The failure of either Owner to insist upon the strict performance of any of the terms or conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, will not be considered to be a waiver or relinquishment of such performance or any such option, and all such terms and conditions will remain in full force and effect.

30. Anti-Merger. The respective rights and obligations of the Owner hereunder will not merge in the event fee title to any Parcel or Easement Areas are held by the same person or entity.


[Signatures on following pages]

Residential Owner and Hotel Owner have each caused this Agreement to be executed and delivered by their duly authorized representatives.

Residential Owner:

Shin Mayflower LLC,
a Delaware limited liability company

By: Timberwolf Capital Partners LLC
Its: Manager

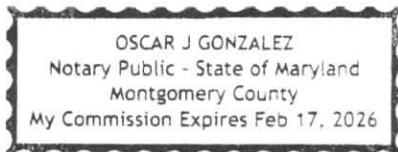
By: 
Name: Robert S. Sonneveldt
Title: Manager

State of Maryland)
County of Montgomery)SS

On the 8 day of February in the year 2024 before me, the undersigned, personally appeared Robert S. Sonneveldt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

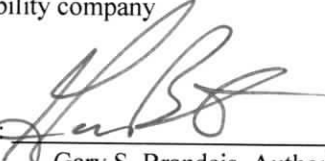


Notary Public

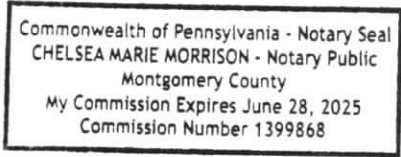


Hotel Owner:

Scholar Syracuse LLC, a New York limited liability company

By: 
Gary S. Brandeis, Authorized Signatory

State of Pennsylvania)
County of Montgomery) SS



On the 17 day of February in the year 2023 before me, the undersigned, personally appeared gary s. Brandeis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

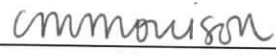

Notary Public

Exhibit A – Legal Description of the Hotel Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being a part of Block No. 366 in said City and being distinguished as New Lot 1060-A as shown on a map entitled "Final Plan Scholar at Syracuse Subdivision" as filed in the Onondaga County Clerk's Office on February 9, 2024 as Filed Map No. 13604, and being more particularly described as follows:

BEGINNING at the intersection of the southerly road boundary East Genesee Street (99' wide) with the westerly road boundary of University Avenue (66' wide);

thence S.00°30'30"W., along said westerly road boundary of University Avenue, a distance of **75.16 feet** to the northeasterly corner of property now or formerly owned by ACC OP (SU NORTH), LLC as recorded in the Onondaga County Clerk's Office in Instrument No. 2016-00037954;

thence N.89°49'00"W., along the northerly line of said ACC OP (SU NORTH), LLC property, a distance of **140.00 feet** to the northwesterly corner of said ACC OP (SU NORTH), LLC property;

thence S.00°30'30"W., along the westerly line of said ACC OP (SU NORTH), LLC property and a westerly line of property now or formerly owned by Grace Church of Syracuse as recorded in the Onondaga County Clerk's Office in Liber 2516 of Deeds, Page 639, a distance of **271.55 feet** to a point;

thence N.89°49'00"W., along a northerly line of said Grace Church of Syracuse property, a distance of **102.95 feet** to a point;

thence S.00°11'00"W., along a westerly line of said Grace Church of Syracuse property, a distance of **132.00 feet** to its intersection with northerly road boundary of Madison Street (66' Wide), said point being **N.89°49'00"W.**, a distance of **242.20 feet** from its intersection with said westerly road boundary of University Avenue;

thence N.89°49'00"W., along said northerly road boundary of Madison Street, a distance of **141.36 feet** to the southeasterly corner of property now or formerly owned by KAGR2 Syracuse, LLC as recorded in the Onondaga County Clerk's Office in Instrument No. 2022-00005222;

thence N.00°25'10"E., along the easterly line of said KAGR2 Syracuse, LLC property, a distance of **50.00 feet** to a point;

thence N.03°25'54"W., continuing along the easterly line of said KAGR2 Syracuse, LLC property, a distance of **169.89 feet** to a point;

thence N.88°17'25"E., through Lands of Scholar Syracuse LLC, as recorded in the Onondaga County Clerk's Office in Instrument No. 2018-00048545, a distance of **118.02 feet** to a point;

thence N.01°42'35"W., continuing through Lands of Scholar Syracuse LLC property, a distance of **203.52 feet** to a point of curvature;

thence northeasterly, continuing through Lands of Scholar Syracuse LLC property, along a curve to the right, having a radius of **20.00 feet** an arc distance of **21.61 feet** to a point;

thence N.60°11'15"E., continuing through Lands of Scholar Syracuse LLC property, a distance of **19.96 feet** to a point of curvature;

thence northeasterly, continuing through Lands of Scholar Syracuse LLC property, along a curve to the left, having a radius of **50.00 feet** an arc distance of **22.81 feet** to its intersection with said southerly road boundary of East Genesee Street;

thence N.88°11'00"E., along said northerly road boundary of East Genesee Street, a distance of **241.90 feet** to the point of beginning.

Containing 86,317 Square Feet or 1.982 Acres of Land more or less.

Exhibit B – Legal Description of the Residential Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being a part of Block No. 366 in said City and being distinguished as New Lot 1030-A as shown on a map entitled "Final Plan Scholar at Syracuse Subdivision" as filed in the Onondaga County Clerk's Office on February 9, 2024 as Filed Map No. 13604, and being more particularly described as follows:

COMMENCING at the intersection of the southerly road boundary East Genesee Street (99' wide) with the westerly road boundary of University Avenue (66' wide); **thence S.88°11'00"W.**, along said southerly line of East Genesee Street, a distance of **241.90 feet** to **THE ACTUAL POINT OF BEGINNING**;

thence southwesterly, through lands of Scholar Syracuse LLC as recorded in the Onondaga County Clerk's Office in Instrument No. 2018-00048545, along a curve to the right, having a radius of **50.00 feet**, an arc distance of **22.81 feet**, a **chord bearing of S.47°07'00"W.**, a distance of **22.62 feet** to a point;

thence S.60°11'15"W., continuing through said lands of Scholar Syracuse LLC, a distance of **19.96 feet** to a point of curvature;

thence southwesterly, continuing through said lands of Scholar Syracuse LLC, along a curve to the left, having a radius of **20.00 feet**, an arc distance of **21.61 feet**, a **chord bearing of S.29°14'20"E.**, a distance of **20.57 feet** to a point;

thence S.01°42'35"E., continuing through said lands of Scholar Syracuse LLC, a distance of **203.52 feet** to a point;

thence S.88°17'25"W., continuing through said lands of Scholar Syracuse LLC, a distance of **118.02 feet** to its intersection with the easterly line of property now or formerly owned by KAGR2 Syracuse, LLC as recorded in the Onondaga County Clerk's Office in Instrument No. 2022-00005222;

thence N.03°25'54"W., along the easterly line of said KAGR2 Syracuse, LLC property, a distance of **245.25 feet** to its intersection with said southerly boundary line of East Genesee Street;

thence N.88°11'00"E., along said southerly boundary line of East Genesee Street, a distance of **170.60 feet** to the point of beginning.

Containing 30,648 Square Feet or 0.704 Acres of Land more or less.

Exhibit C – Parking Spaces Easement Area

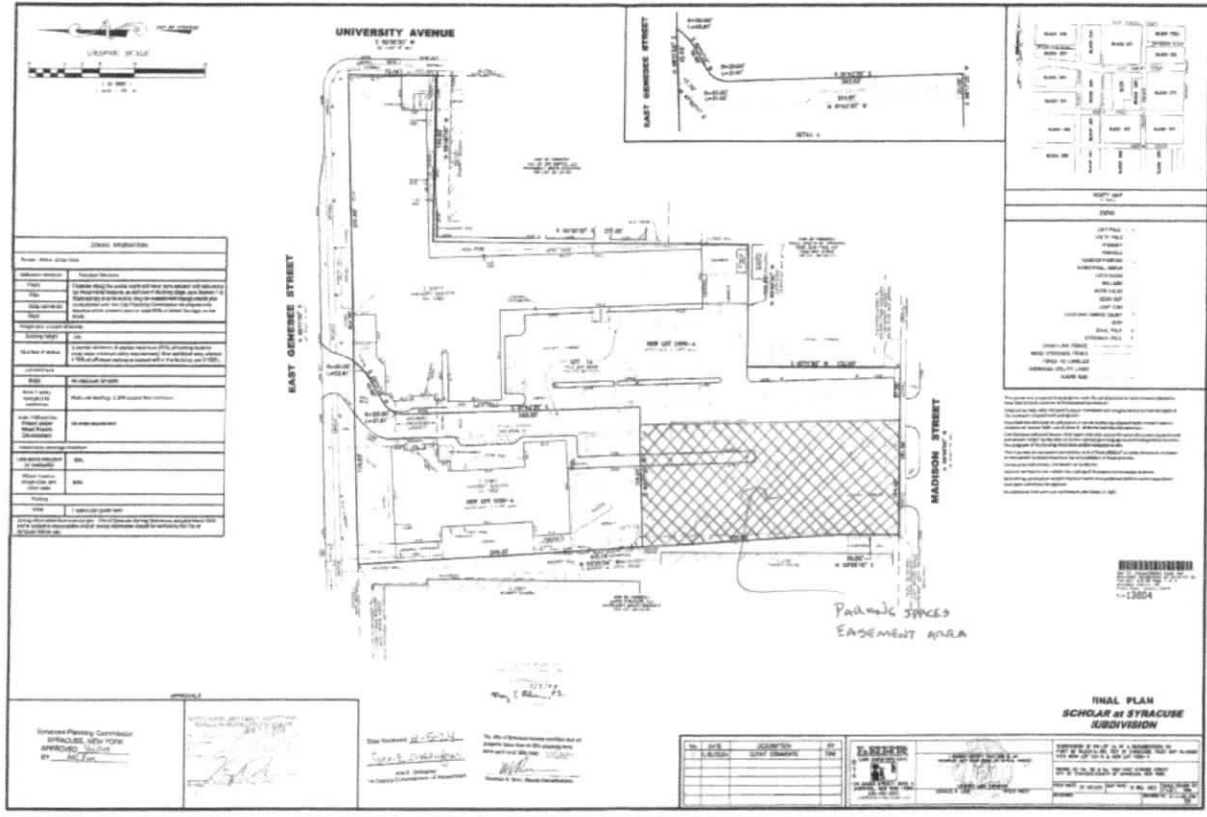


Exhibit D – East Genesee Street Access Drive Easement Area

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and proposed right of way as shown on a map entitled “Final Plan Scholar at Syracuse Subdivision” as filed in the Onondaga County Clerk’s Office on February 9, 2024 as Filed Map No. 13604, and being more particularly described as follows:

COMMENCING at the intersection of the southerly road boundary East Genesee Street (99’ wide) with the westerly road boundary of University Avenue (66’ wide); **thence S.88°11’00”W.**, along said southerly line of East Genesee Street, a distance of **241.90 feet** to **THE ACTUAL POINT OF BEGINNING**;

thence southwesterly, through lands of Scholar Syracuse LLC as recorded in the Onondaga County Clerk’s Office in Instrument No. 2018-00048545, along a curve to the right, having a radius of **50.00 feet**, an arc distance of **22.81 feet**, a **chord bearing of S.47°07’00”W.**, a distance of **22.62 feet** to a point;

thence S.60°11’15”W., continuing through said lands of Scholar Syracuse LLC, a distance of **19.96 feet** to a point of curvature;

thence southwesterly, continuing through said lands of Scholar Syracuse LLC, along a curve to the left, having a radius of **20.00 feet**, an arc distance of **21.61 feet**, a **chord bearing of S.29°14’20”W.**, a distance of **20.57 feet** to a point;

thence S.01°42’35”E., continuing through said lands of Scholar Syracuse LLC, a distance of **203.52 feet** to a point;

thence S.88°17’25”W., continuing through said lands of Scholar Syracuse LLC, a distance of **20.00 feet** to a point;

thence N.01°42’35”W., continuing through said lands of Scholar Syracuse LLC, a distance of **214.81 feet** to a point of curvature;

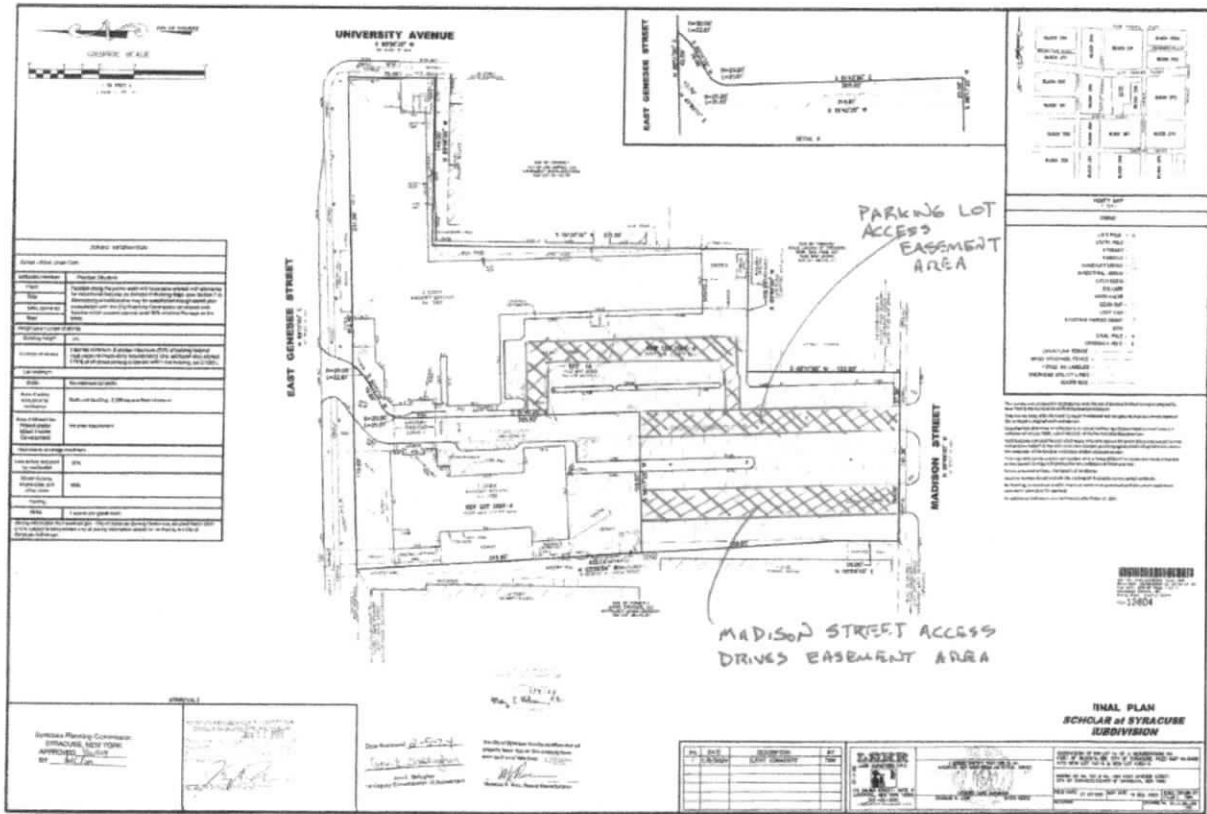
thence northeasterly, continuing through said lands of Scholar Syracuse LLC, along a curve to the right, having a radius of **25.00 feet**, an arc distance of **21.62 feet**, a **chord bearing of N.23°03’48”E.**, a distance of **20.95 feet** to a point;

thence N.47°50’11”E., continuing through said lands of Scholar Syracuse LLC, a distance of **17.79 feet** to its intersection with said southerly line of East Genesee Street;

thence N.88°11’00”E., along said southerly line of East Genesee Street, a distance of **42.90 feet** to the point of beginning.

Containing 5,477 Square Feet of Land more or less.

Exhibit E—Parking Lot Access Easement and Madison Street Access Drives Easement Areas





Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing the condition of conveyance, such as 'Conveyance of fee interest' and 'Option assignment or surrender'.

Table for recording officer's use with columns: Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		1
2.		
3.		1
4.		0
5.		
6.		0

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

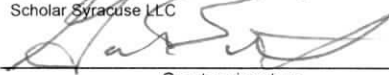
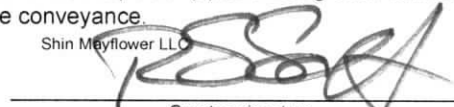
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

<p>Scholar Syracuse LLC</p>  <p>_____ Grantor signature</p> <p>By: PB Investors Management, LLC By: Gary Brandeis</p>	<p>Shin Mayflower LLC</p>  <p>_____ Grantee signature</p> <p>By: Timberwolf Capital Partners LLC By: Robert S. Sonnevelt</p>	<p>_____ Managing Mbr</p> <p>_____ Manager</p>
<p>_____ Grantor signature</p>	<p>_____ Grantee signature</p>	<p>_____ Title</p>

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with fields for Grantor/Transferor (Shin Mayflower LLC) and Grantee/Transferee (Scholar Syracuse LLC), including mailing addresses, cities, states, ZIP codes, and EIN/SSN numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: p/o 048.-12-02.1, 311500, 1030 E Genesee Street, Syracuse, Onondaga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and date of conveyance (04/02/2024). Percentage of real property conveyed is 0%.

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for various conditions of conveyance (a-s), including fee interest, acquisition of controlling interest, syndication, and easement.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 and 2), Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input type="checkbox"/> Exemption claimed	1.	1
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	
3	Taxable consideration (subtract line 2 from line 1)	3.	1
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	
6	Total tax due* (subtract line 5 from line 4)	6.	0

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.	
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.	
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

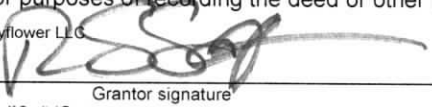
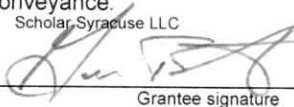

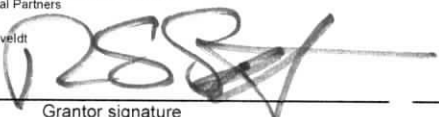
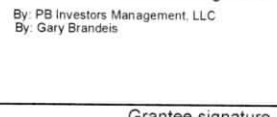
This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Shin Mayflower LLC  _____ Grantor signature	Scholar Syracuse LLC  _____ Grantee signature	 _____ Title	
By: Timberwolf Capital Partners By: Robert S. Sonneveldt  _____ Grantor signature	By: PB Investors Management, LLC By: Gary Brandels  _____ Grantee signature	_____ Title	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Christian Toellner
Zoning Administration
300 South State Street
Syracuse, NY 13202

Re: Shin Mayflower LLC - Affordability Component


Dear Mr. Toellner,

The purpose of this letter is to express our desire and intent that the project located at 1060 East Genesee Street, Syracuse NT, known as "The Mayflower" hotel intends to comply with the ReZone Syracuse mandate to include 12% of the units as affordable units.

Those units will be reserved for households at or below 80% of the area median income and not segregated out or of different quality.

Shin Mayflower LLC will also commit to providing annual income verification to the Department of Neighborhood and Business Development for those qualifying households.

Yours truly,



John T. Hoover, III
Manager
Shin Mayflower LLC



J.Ryan McMahon, II
COUNTY EXECUTIVE

Onondaga County Planning Board

RESOLUTION OF THE ONONDAGA COUNTY PLANNING BOARD

Meeting Date: October 02, 2024

OCPB Case # Z-24-279

- WHEREAS, the Onondaga County Planning Board, pursuant to General Municipal Law, Section 239 l, m and n, has considered and reviewed the referral for a SITE PLAN from the City of Syracuse Planning Commission at the request of Mayflower Renovation for the property located at 1030 East Genesee Street; and
- WHEREAS, General Municipal Law Section 239-m allows the County Planning Board to review approval of site plans and the site is located within 500 feet of Institute for Human Performance (SUNY Upstate), a state-owned facility; and
- WHEREAS, the applicant is proposing to renovate an existing hotel and convert it into 52 dwelling units on a 0.704-acre parcel in an Urban Core (MX-4) zoning district; and
- WHEREAS, the Board has previously reviewed multiple referrals concerning the redevelopment of the Mayflower Hotel and Collegian Hotel site; most recently, an administrative review of the subdivision referral (S-24-1) offered No Position regarding the split of the Mayflower site from the Collegian Hotel site; and
- WHEREAS, the site is located along East Genesee Street between downtown Syracuse and Syracuse University in an area characterized by a mix of commercial, medical buildings, apartment buildings, and university buildings; and
- WHEREAS, the site is a recently subdivided 0.704-acre lot containing the former Mayflower Hotel building, a driveway to East Genesee Street, and a portion of the rear parking lot shared with the Collegian Hotel; and
- WHEREAS, the applicant is proposing to convert the former hotel to a 52-dwelling unit building; per the local application, improvements will be made to the site entrance for residents, but the nature of these improvements are unclear; proposed Floor Plans included in the referral materials detail extensive interior renovations and changes to allow conversion of the building to an apartment building; no exterior changes to the site are detailed in the plans; and
- WHEREAS, included with the referral materials is a Parking, Access and Utility Easement Agreement between the site and the Collegiate Hotel (the Collegiate Hotel is described as "Scholar Syracuse LLC") allows shared uses including the Mayflower's use of 82 parking spaces on the Hotel's lot, the Mayflower allows the Hotel use of the driveway to East Genesee Street, and the Hotel allows the Mayflower access and use of the two Madison Street access drives, allowing rear ingress/egress from the shared parking lot; per the local application, the site will have 12 on-site parking spaces; and
- WHEREAS, per the Environmental Assessment Form (EAF) dated 8/29/24, 0.05 acres of the site will be disturbed by the proposed project; and
- WHEREAS, per the referral notice, the site is served by public drinking water and wastewater services and no changes to existing infrastructure are proposed, but the addition of 52 dwelling units may result in an increase in use;

ADVISORY NOTE: Capacity assurance approval from the Onondaga County Department of Water Environment Protection (OCDWEP) is required in advance of issuance of a plumbing permit from the County's Plumbing Control Division in order to connect into the public sewer system; additionally, the applicant must develop a 1 gallon to 1 gallon sanitary flow offset plan/project in coordination with the municipal engineer; the Capacity Assurance Form and approval process can now be found online:

<http://www.ongov.net/wep/CapacityAssuranceReviews.html>; and

WHEREAS, the project is within 2,000 feet of multiple sites (IDs: 734111, B00003, V00502) in the NYS Department of Environmental Conservation Environmental Site Remediation database (per EAF Mapper); per the EAF, all three sites have completed remediation; and

NOW THEREFORE BE IT RESOLVED, that the Onondaga County Planning Board recommends the following MODIFICATION(S) to the proposed action prior to local board approval of the proposed action:

The applicant must contact the Onondaga County Department of Water Environment Protection (WEP) Plumbing Control Division to discuss any requirements for the proposed change in use of the site, including scheduling a re-inspection of the premises and obtaining the appropriate permits for all plumbing installations. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.

The Board offers the following comment:

The Board advises this project will need to be reviewed by the Syracuse Landmark Preservation Board (SLPB).



Martin E. Voss, Chairman
Onondaga County Planning Board

Project: MaSPR-24-33

Date: 10/21/2024

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	MaSPR-24-33
Date:	10/21/2024

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="radio"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Syracuse City Planning Commission	_10/21/2024_
Name of Lead Agency	Date
Steven Kulick	Chairperson
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

City of Syracuse

Parcel History

01/01/1900 - 10/16/2024

Tax Map #: 048.-12-02.3

Owners: Shin Mayflower LLC

Zoning:

Address	Date	Transaction	Transaction Type	Status	Description
1030 Genesee St E	09/18/24	Project	Major Site Plan Review	In Review	MaSPR-24-33 Renovate hotel and convert into a 52 dwelling unit apartment building.



OFFICE OF ZONING ADMINISTRATION
Ben Walsh, Mayor

To: Shin Mayflower, LLC
From: Amber Dillon, Zoning Planner
Date: 10/16/2024 2:26:14 PM
Re: Major Site Plan Review MaSPR-24-33
1030 Genesee St E, Syracuse, 13210

The Departments and/or Boards below have reviewed your application and provided the following comments for your information and action as appropriate.

Please modify the proposal as necessary to address the comments/recommendations. Upon receipt of any revisions and/or written justification to the Office of Zoning Administration, a Public Hearing will be scheduled.

Please contact the Zoning Office at (315) 448-8640 or Zoning@syr.gov if you have any questions.

Approval	Status	Status Date	Reviewer	Comments
DPW - Sanitation & Sewers	Conditionally Approved	09/19/2024	Vinny Esposito	Plumbing permits are required through OCWEP. All drainage structures must be inspected and laterals for both storm and sanitary video inspected to determine capacity and condition. any deficiencies must be corrected by the owner. Drainage plan must be approved by the City Engineer.
DPW - Transportation Planner	Pending	09/18/2024		
Zoning Planner	On Hold	10/01/2024	Amber Dillon	Project in compliance with ReZone and MX-4 District standards for multi-unit dwelling residential use type. On hold for CPC decision.
Parks - Forestry	Pending	09/18/2024		
Planning Commission	Pending	09/18/2024		
Eng. Design & Cons. - Zoning	Conditionally Approved	09/19/2024	Mirza Malkoc	<ul style="list-style-type: none"> • No objection to the proposed development. In depth review will be performed during the permit review process. • All construction in the R.O.W. will require a road cut permit, all construction in the R.O.W. to be per City standards and specifications. • Complete set of the stamped engineering site plans with specific details are required to complete a detailed project permit review. • Stormwater Pollution Prevention Plan (SWPPP) is required for review if soil disturbance exceeds 10,000sf. • Proposed grading shall be graded to prevent stormwater sheet flow to adjoining properties & to the City R.O.W. • The Project is subject to Onondaga County's 1:1 offset. The City requires an offset plan & details for

review. Applicant shall submit sanitary flow data to the Engineering Department, the determined offset plan then most likely will require Common Council Approval.

• Onondaga County Plumbing Control shall review and approve the plans as well.

City Engineer - Zoning	Pending	09/18/2024		
Eng. Mapping - Zoning	Approved	09/24/2024	Ray Wills	Work shown at this phase of the project should have no impact on Mapping Division assets.
Water Engineering - Zoning	Pending	09/18/2024		
Fire Prevention - Zoning	Conditionally Approved	09/23/2024	Elton Davis	<ul style="list-style-type: none"> • No objection to the proposed development. In depth review will be performed during the permit review process. All work must comply with applicable sections of the NYS Uniform Code.
DPW Traffic Control- Zoning	Conditionally Approved	10/04/2024	Charles Gafrancesco	10.4.24 Conditionally Approved. No objection to the proposed development. No sidewalk closures or obstructions or road or lane closures in the public ROW will be allowed as part of this work until an MUTCD compliant WZTP is submitted and approved in permit process.