

City of Syracuse
Office of Zoning Administration

VARIANCE APPLICATION

City Hall Commons - Room 500 * 201 E. Washington Street * Syracuse, NY 13202-1426
315-448-8640 * zoning@syr.gov * www.syr.gov/Zoning.aspx

Office Use Filing Date: 2-16-2023 Case: V-23-04 Zoning District: RAA

VARIANCE REQUESTED (Check applicable and briefly describe.)

- ☐ Area Variance: _____
Cited Zoning Ordinance _____
Part(s), Sec(s), Art(s): _____
- ☒ Use Variance: Restaraunt/Tavern and Private Event Venue in a RAA zoning district
Cite Zoning Ordinance _____
Part(s), Sec(s), Art(s): _____

<u>TAX ASSESSMENT ADDRESS(ES)</u>	<u>TAX MAP ID(S)</u> (000.-00-00.0)	<u>OWNER(S)</u>	<u>DATE ACQUIRED</u>
1) <u>2110-12 Salina St S</u>	<u>084.-24-25.0</u>	<u>GSPDC</u>	<u>03/23/2015</u>
2) <u>2102-04 Salina St S</u>	<u>084.-24-24.0</u>	<u>City of Syracuse</u>	<u>08/24/2000</u>
3) <u>101 Wood Ave</u>	<u>084.-24-23.0</u>	<u>GSPDC</u>	<u>12/22/2022</u>
4) _____	_____	_____	_____

As listed in the *Syracuse Department of Tax Assessment* property tax records at <http://syr.gov/Assessment.aspx>, 315-448-8280.

COMPANION ZONING APPLICATION(S) (List any related Zoning applications, if applicable, e.g., Resubdivision, Special Permit, Project Site Review, etc.)

- 1) Area Variance 2) Resubdivision 3) _____

PROJECT CONSTRUCTION (Check all that apply and briefly describe.)

- ☐ Demolition (full and partial): 2110-12 South Salina St - renovated for an event venue + new
☐ New Construction: parking lot west of building and on 2102-04 Salina St S and 101
☒ Façade (Exterior) Alterations: 101 Wood Ave
☒ Site Changes: _____

PROJECT INFORMATION (Briefly describe, as applicable.)

Business/Project Name: The Castle
Current Land Use(s): vacant religious
Proposed Land Use(s): Private Event Venue - Restaraunt / Tavern
Number of Dwelling Units: 0
Days and Hours of Operation: (Mon (4-11pm), Thurs (4-11pm), Friday (4-12am), Sat (4-12am))
Number of Onsite Parking Spaces: 57

PROJECT DESCRIPTION (Provide a brief description of the project, including purpose or need.)

GSPDC has received an offer from Simply Ingrahm, LLC to renovate 2110-12 South Salina Street for use as a private event venue and tavern. They are also in the process of purchasing 2102-04 Salina St S and 101 Wood Ave, which will contain additional parking. See Standards of Proof for detailed project description.

USE VARIANCE TEST (see https://www.dos.ny.gov/lg/publications/Zoning_Board_of_Appeals.pdf)

A Use Variance is permission to establish a land use which is not allowed by the Zoning Rules and Regulations, as amended. New York State law requires applicants to prove that this has caused an unnecessary hardship using all of the four tests below. *Briefly describe below how each of the required Use Variance tests is met and attach all supporting materials.*

1. Describe how the property is incapable of earning a **reasonable return** on initial investment if used for any of the allowed uses in the district (actual "dollars and cents" proof must be submitted):

Please see attached 'Standards of Proof'. The building is not suitable for conversion to any use permitted in the RAA zone and therefore is not capable of earning a reasonable return on initial investment. If demolished, costs could never be recovered through sale of the vacant lot.

2. Describe how the property is being affected by **unique circumstances**, or at least highly uncommon circumstances:

This building is one of the only properties in the immediate vicinity on S Salina Street that is zoned RAA. All other properties (except for another Church and the Post Office) are zoned BA.

2110-12 South Salina St. also presents a unique circumstance that differs from other adjoining properties located in the RAA district on Colvin St because it contains ~29,000 square feet of living space. The other properties are two-family homes containing an average of 2,363 square feet and the single-family homes containing an average of 1,899 square feet.

see attached Standards of Proof

3. Describe how the variance, if granted, will not alter the essential **neighborhood character**:

Most all other buildings on this stretch of South Salina Street are zoned BA, which allows restaurants and taverns with a special use permit. When ReZone Syracuse takes effect, the Salina-facing parcels along this business corridor (including 2110-12) will be designated MX-2 and the proposed use is allowed under MX-2. This plan is consistent with both the current character of the corridor and the planned vision for the corridor.

Allowing the variance and the subsequent sale of the property will improve the neighborhood by facilitating the redevelopment of this blighted and abandoned property.

4. Describe how the hardship is not **self-created**:

This property was abandoned by an irresponsible property owner and fell into tax-delinquency. It was subsequently seized by the City of Syracuse in 2015 and conveyed to the Land Bank for redevelopment. Since the property was vacated by the prior owner, it could be said that the hardship is the result of the inaction of a prior irresponsible owner in the chain of title. It was not however the result of an action taken by either the Land Bank, by the City of Syracuse, or by any future purchaser of the property.

AREA VARIANCE TEST (see [https://www.dos.ny.gov/lg/publications/Zoning Board of Appeals.pdf](https://www.dos.ny.gov/lg/publications/Zoning_Board_of_Appeals.pdf))

An Area Variance is permission to build in a portion of the property that is otherwise restricted by the Zoning Rules and Regulations, as amended. New York State law requires applicants to prove that the potential benefit of an Area Variance will outweigh any burden to community health, safety and welfare through a five-part balancing test. *Briefly describe how an Area Variance would affect the community using the following five tests and attach all supporting materials.*

1. Describe whether an undesirable change will be produced in the **character of the neighborhood**, or a detriment to nearby properties will be created by the granting of the area variance:

2. Describe whether the benefit sought by the applicant can be **achieved by some other method** which will be feasible for the applicant to pursue but would not require an area variance:

3. Describe whether the requested area variance is **substantial**:

4. Describe whether the proposed area variance will have an **adverse effect or impact** on the physical or environmental conditions in the neighborhood or district:

5. Describe whether an alleged difficulty is **self-created**.

City of Syracuse Office of Zoning Administration

PROPERTY OWNER(S) (required)

As listed in the Syracuse Department of Tax Assessment property tax records available at <http://syrgov.net/Assessment.aspx>, or at 315-448-8280. If not listed as the current owner, please provide proof of ownership, e.g., a copy of the deed. Attorney's signing on behalf of the owner must include a one page letter describing the legal representative arrangement. If the property owner is a Corporation or Organization, the person signing must provide verification they are a member. Contract purchasers, tenants, architects, engineers, contractors, etc. CANNOT sign on behalf of the owner.

Katelyn	Wright	Executive Director	Greater Syracuse Property Development Cp		
First Name	Last Name	Title	Company		
431 East Fayette St	Ste 375	Syracuse	NY	13202	Phone: 315-422-2301 ext 11
Street Address	Apt / Suite / Other	City	St	Zip	Email:

* Signature:  Date: 09/22/2022

Matthew	Oja	Assessmn't Comm.	City of Syracuse		
First Name	Last Name	Title	Company		
233 E Washington St		Syracuse	NY	13202	Phone: (315) 448-8280
Street Address	Apt / Suite / Other	City	St	Zip	Email: MOja@syrgov.net

* Signature:  Date: 9/23/2022

First Name	Last Name	Title	Company		
Street Address	Apt / Suite / Other	City	St	Zip	Phone:
					Email:

* Signature: Date:

First Name	Last Name	Title	Company		
Street Address	Apt / Suite / Other	City	St	Zip	Phone:
					Email:

* Signature: Date:

*** OWNER SIGNATURE DECLARATION**

I understand that false statements made herein are punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct. I also understand that any false statements and/or attachments presented knowingly in connection with this application will be considered null and void.

APPLICANT(S) (if applicable)

Katelyn	Wright	Executive Director	Greater Syracuse Property Development Cp		
First Name	Last Name	Title	Company		
431 East Fayette St	Suite 375	Syracuse	NY	13202	Phone: 315-422-2301 ext 11
Street Address	Apt / Suite / Other	City	St	Zip	Email:

Matthew	Oja	Assessmn't Comm.	City of Syracuse		
First Name	Last Name	Title	Company		
233 E Washington St	Rm 130	Syracuse	NY	13202	Phone: (315) 448-8280
Street Address	Apt / Suite / Other	City	St	Zip	Email: MOja@syrgov.net

REPRESENTATIVE(S)/CONTACT(S) (if applicable)

First Name	Last Name	Title	Company		
Street Address	Apt / Suite / Other	City	St	Zip	Phone:
					Email:

First Name	Last Name	Title	Company		
Street Address	Apt / Suite / Other	City	St	Zip	Phone:
					Email:



September 22, 2022

Ms. Lisa Welch
Office of Zoning Administration
City Hall Commons, Room 211
201 E. Washington Street
Syracuse, NY 13202

Re: Letter of Explanation for a Use Variance – 2110-12 South Salina Street

Dear Ms. Welch and Members of the Syracuse Board of Zoning Appeals,

2110 South Salina Street is the former South Presbyterian Church. It is a designated Local Protected Site, so any exterior alterations must be approved by the Syracuse Landmark Preservation Board. This property was vacant and abandoned for 10 years prior to tax-foreclosure and acquisition by the Land Bank in 2015. It is threatened by deterioration due to prolonged vacancy. Since we acquired the property, the Land Bank has undertaken interim stabilization measures and successfully nominated the property to the National Register of Historic Places – making potential buyers eligible for Historic Rehabilitation Tax Credits.

The property is located on a major commercial corridor and the other three corners of the intersection are occupied by a library, a bank, and a post office, but this parcel is currently zoned Residential, Class AA.

The Land Bank has received a purchase offer contingent on the Land Bank obtaining a use variance allowing the buyer's planned use as a private event venue. Commercial uses are not allowed by right in the RAA zoning district, but it should be noted that this property fronts on South Salina Street, a major commercial corridor so it would not be out of character with its surroundings. Many of the parcels north and south of it are zoned Local Business, Class A. There would be no detriment to neighborhood character if an event venue were to be located here, as the character of the corridor is that of a local business district including restaurants and taverns.

This building has long been vacant and boarded and is located on a heavily trafficked street. We look forward to seeing this highly visible, iconic building renovated and expect it will help to improve public perception of the Southside and attract additional investment.

We are asking the BZA for a use variance to allow this project, which contains a private event venue and a lounge that will be open to the public for limited hours, most closely defined as a Restaurant in the current zoning code. We are submitting a companion area variance application related to the parking lot next door at 2102-04 South Salina St and 101 Wood Avenue and a resubdivision application to merge the three parcels.

As you will see in the attached Standards of Proof, we have examined the scenarios that would not require a variance and have described the Land Bank's hardship in maintaining and marketing this property since we took ownership in 2015. The Standards of Proof show that the granting of this variance will bring the property in conformance with the future MX-2 zoning designation and will improve the character of the neighborhood.

To support our application, please find the attached information:

- Application for Use Variance
- Short EAF
- Standards of Proof for Use Variance
- Contract to Purchase (Simply Ingram, LLC)
- Survey of 2110-12 Salina St S (3 full size + 1 11" x 17")
- Site Preparation Plan (3 full size and 1 reduced)
- Architectural Plans (3 full size and 1 reduced)
- Photographs
- Check in the amount of \$25.00
- Denial of Permit

Please let me know if you require any additional information or documentation to facilitate your review of this request.

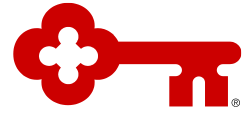
Sincerely,



Katelyn Wright
Executive Director

Stephen D. Fournier
President – Central NY Market

Office: (315) 470-5096
Email: stephen_d_fournier@keybank.com



KeyBank N.A.
Central NY Market
201 South Warren St.
Syracuse, New York 13202

Evelyn & Chino Ingram
The Castle
2110 S. Salina Street
Syracuse, NY 13215

Evelyn & Chino Ingram,

KeyBank is excited for The Castle project to add/elevate to the re-development of the South Salina Street corridor!

As neighbors of the prospective The Castle project, KeyBank does have a willingness to allow with the overflow parking, pending agreed upon requirements and specifications, for 30 spots.

Thank you for undertaking this exciting project for the benefit of our South Side community!

Best regards,

Stephen .D. Fournier
President – Central NY Market



Site Vicinity Locator
(not to scale)

Lang/Battle N/F
107 Wood Avenue
Tax Id 84-24-20.1

Goode N/F
103 Wood Avenue
Tax Id 84-24-22

Tax Id 84-24-23

Tax Id 84-24-24

Abdullwahab N/F
132-34 W. Colvin Street
Tax Id 84-24-26

Lot 38B

Tax Id 84-24-25

Three Story
Masonry Building
No. 2110-2112

South Salina Street
(Open - Various Widths)

West Colvin Street
(Open - 49.5' Wide)

Notes/References:

- *Survey prepared without the benefit of an up-to-date abstract of title.
- *Adjoiner information obtained using ImageMate Online.
- *Buildings/Structures shown for informational purposes only.
- *Subject parcel(s) has access to public utilities.
- *New Lot 38B= 1.041 Acres.
- *Parcel(s) Owner : Greater Syracuse Property Development Corporation.
- *Deed References: 4088/158, 4455/74, 5318/67.

Proposed Only

Michael J. McCully
Land Surveying PLLC
5875 Piddalene Drive
Cazenovia New York 13035
Phone : (315) 816-5834

I hereby certify that this map was made from an actual survey and same is correct.



M.J. McCully NYSLS 50696
Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is a violation of Section 7208, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies. Certifications shall run only to the person or entity for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2022, Michael J. McCully Land Surveying, all rights reserved.

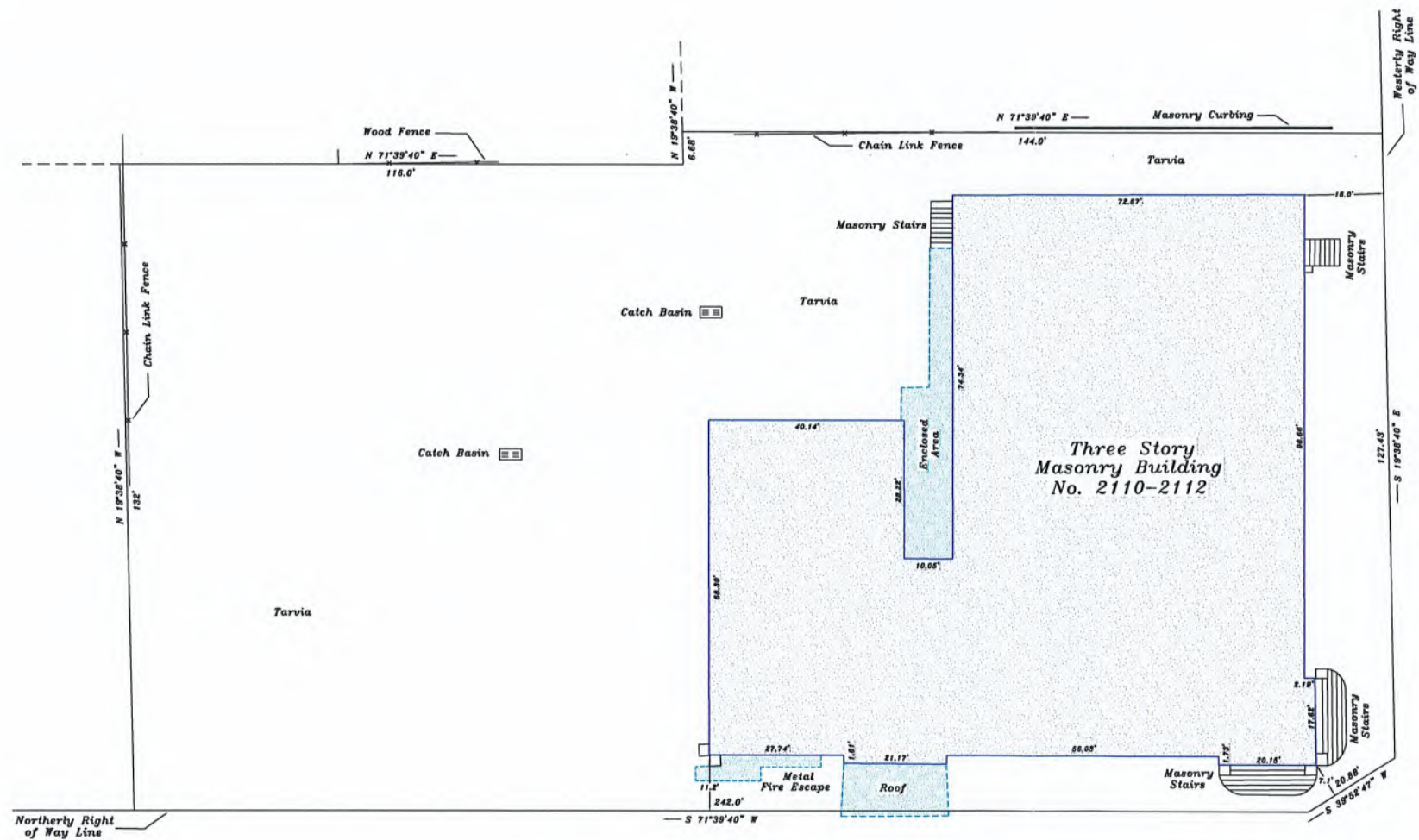
Proposed Resubdivision on Lot 38A and Part of Lot 38, Blocks 1042 & 10-3 of the Brown Tract To be Lot 38B.

Known as No. 2110-2112 South Salina Street, City of Syracuse, County of Onondaga, State of New York.

Drawn by: MJM Scale: 1"= 20'

Date(s): 09-30-22

Approvals



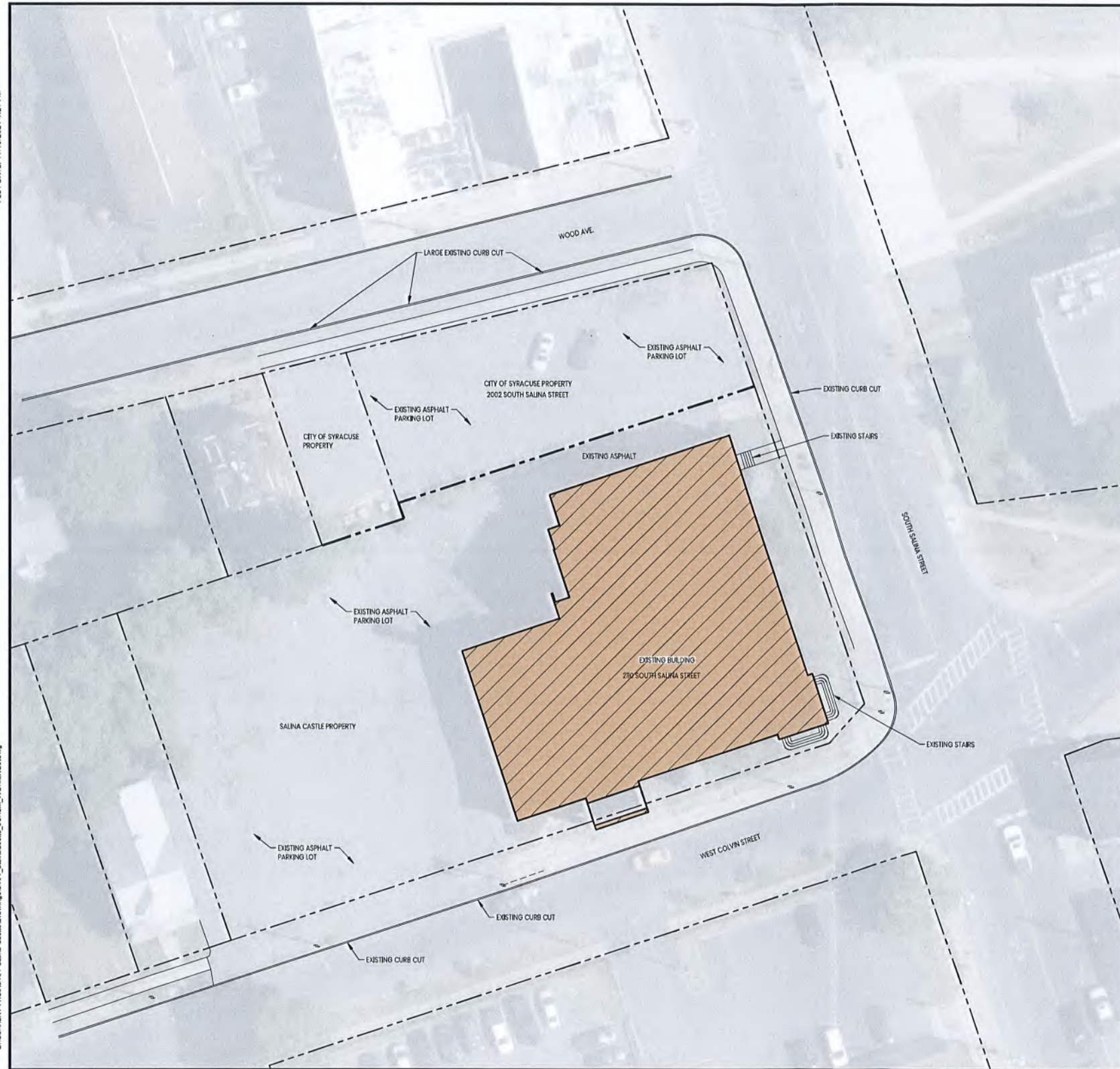
West Colvin Street

South Salina Street

Michael J. McCully Land Surveying PLLC 5875 Fieldstone Drive Casenovia New York 13035 Phone : (315) 440-5086		Location Survey on Part of Block 1043 - Syracuse.	
I hereby certify that this map was made from an actual survey and same is correct.		Known as No. 2110-2112 South Salina Street, City of Syracuse, County of Onondaga, State of New York.	
M.J. McCully	NYSLS 50696	Drawn by: MJM	Scale: 1"= 20'
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his enclosed seal shall be considered to be valid true copies. Certifications shall run only to the person or entities for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2016, Michael J. McCully Land Surveying, all rights reserved.		Date(s): 07-09-16	

PLOT DATE: 11/15/2021 4:21 PM

Z:\CURRENT\PROJ\3481 Salina Castle\Drawings\3481_SalinaCastle_SCHM_WORRINGS.dwg



NOTES

- * city of Syracuse owned Properties to be purchased by Salina Castle owners. Property will then be resubdivided into one lot.



SALINA CASTLE
SITE IMPROVEMENTS
SYRACUSE, NEW YORK

COPYRIGHT NOTICE:
THIS DRAWING IS TO BE USED SOLELY
FOR THE PROJECT AND LOCATION
AND IS NOT TO BE USED
FOR ANY OTHER PROJECT.
UNAUTHORIZED REUSE OF THIS
DRAWING AND DESIGN WITHOUT
PERMISSION FROM TERRY HORST, LLC
IS A VIOLATION OF NEW YORK STATE
AND FEDERAL COPYRIGHT LAWS.

SCALE: 1" = 20'

DRAWN BY: AR

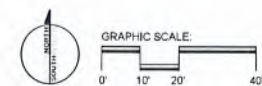
DATE: 11-15-21

#	DATE	DESCRIPTION

DRAWING:
EXISTING PLAN

DRAWING #

S.1.0





DRAWING #
S-1.0

	CURRENT CODE	EXISTING	PROPOSED
PARKING REQUIRED	<p>169 spaces required including 6 handicap accessible on site</p> <p>-Public Assembly w/o fixed seats: 1 space/100 sf Tavern/Restaurant/Club: 1 space/200sf Office: 1 space/500sf</p> <p>-Off Site parking to be within 500' of site</p> <p>-20% of parking spaces must be on site: 20% = 37 spaces</p>	Approximately 55 spaces (not striped)	<p>TOTAL: 236 spaces</p> <p>57 spaces on site 34 spaces at key bank 145 spaces on street within 500' of site including in residential</p>
BUFFER REQUIRED	<p>-Parking to not be located within the required front setback of building</p> <p>-10' Landscape Buffer to residential</p> <p>-Screen to residential with wall, opaque fence, or densely planted compact evergreen hedge</p>		<p>-5' minimum to street</p> <p>-5' minimum with fence to adjacent residential properties</p>
PARKING SCREENING	10' Landscape Buffer to residential		See Buffer
IMPERVIOUS COVER	Structural: 30% max Parking: 35% max.	Structural: 26.93% Parking: 66.3%	Structural: 30.14% Parking: 48%
FRONT SETBACK SIDE SETBACK REAR SETBACK		<p>15'-7" +/-</p> <p>0' & 65'-7" +/-</p> <p>120'-5" & 67'-3" +/-</p>	<p>15'-7" +/-</p> <p>0' & 65'-7" +/-</p> <p>120'-5" & 45" +/-</p>

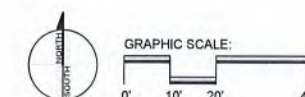
12.11

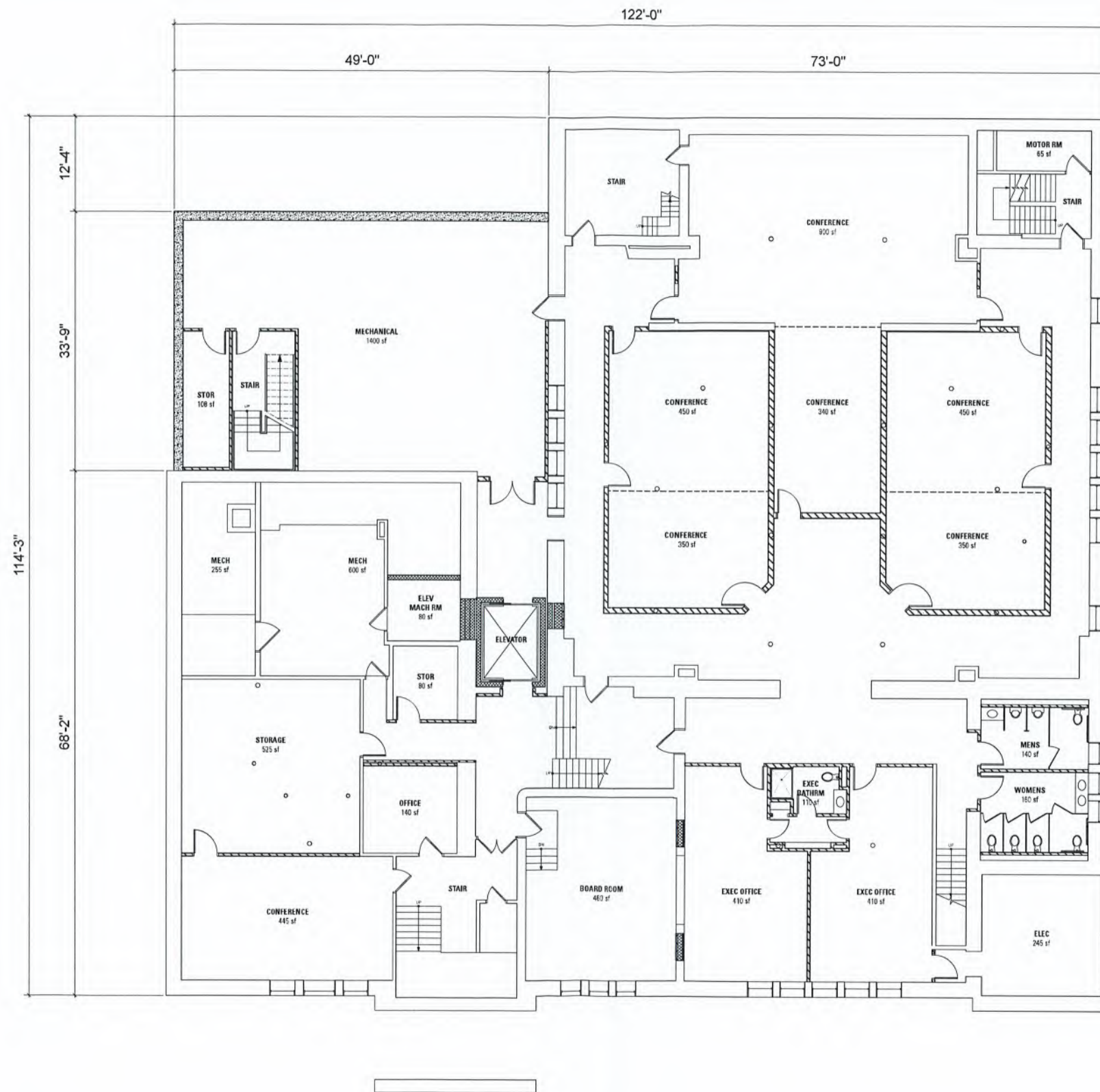
**SALINA CASTLE
SITE IMPROVEMENTS
SYRACUSE, NEW YORK**

DRAWING:
SCHEMATIC PLAN

DRAWING #

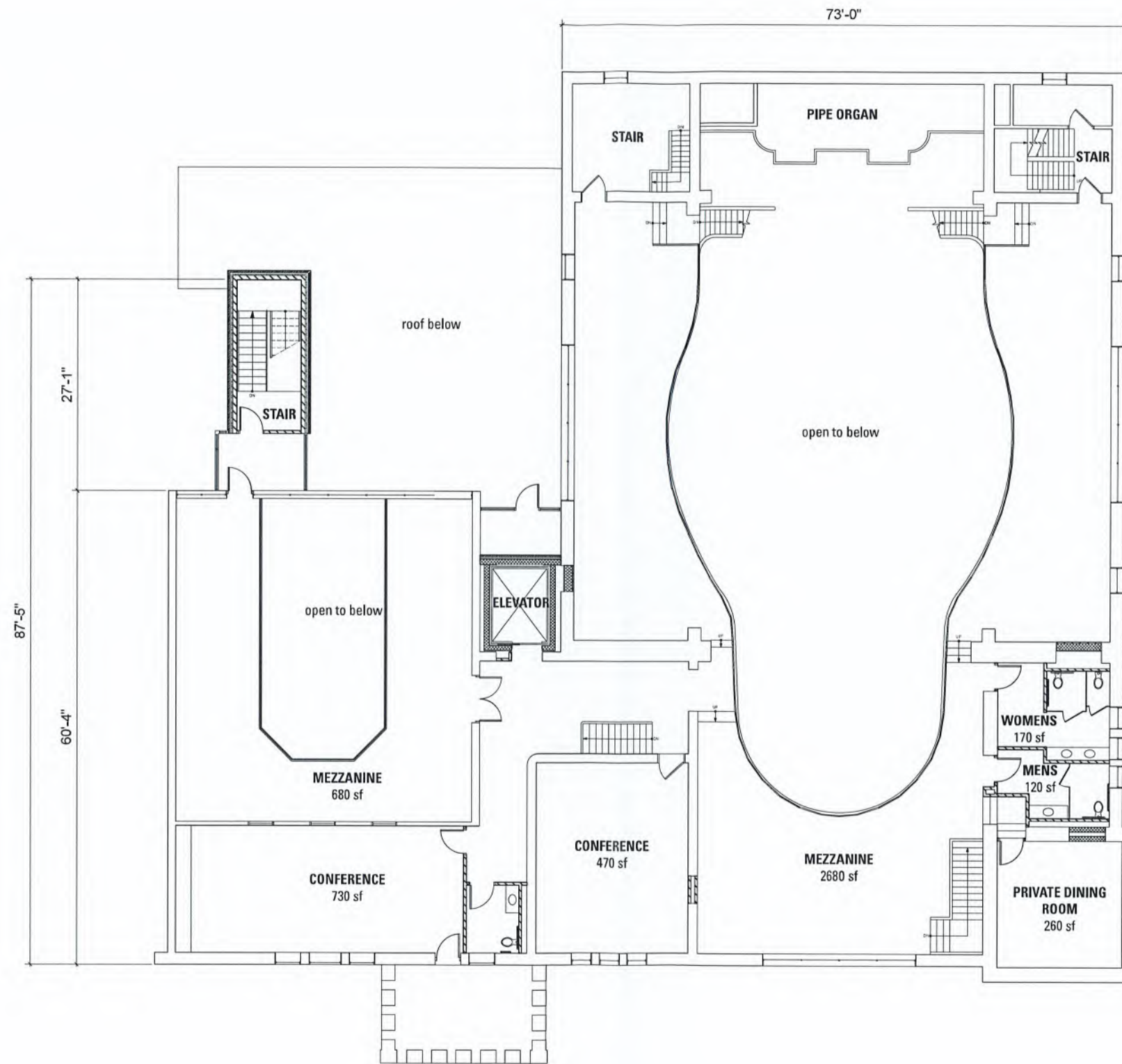
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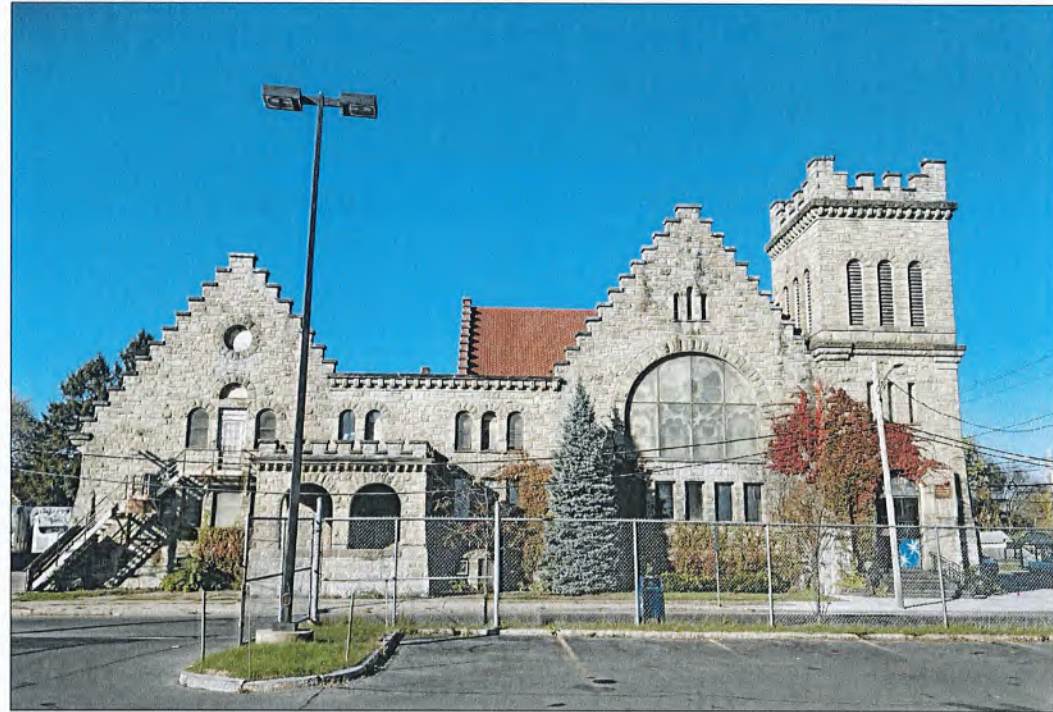




PROPOSED BASEMENT FLOOR PLAN

2110-12 SOUTH SALINA STREET
PRE-DEVELOPMENT MEETING





SOUTH FACADE - EXISTING BUILDING



WEST FACADE - EXISTING BUILDING



NORTH FACADE - EXISTING BUILDING



EAST FACADE - EXISTING BUILDING

EXISTING BUILDING PHOTOS

**2110-12 SOUTH SALINA STREET
PRE-DEVELOPMENT MEETING**



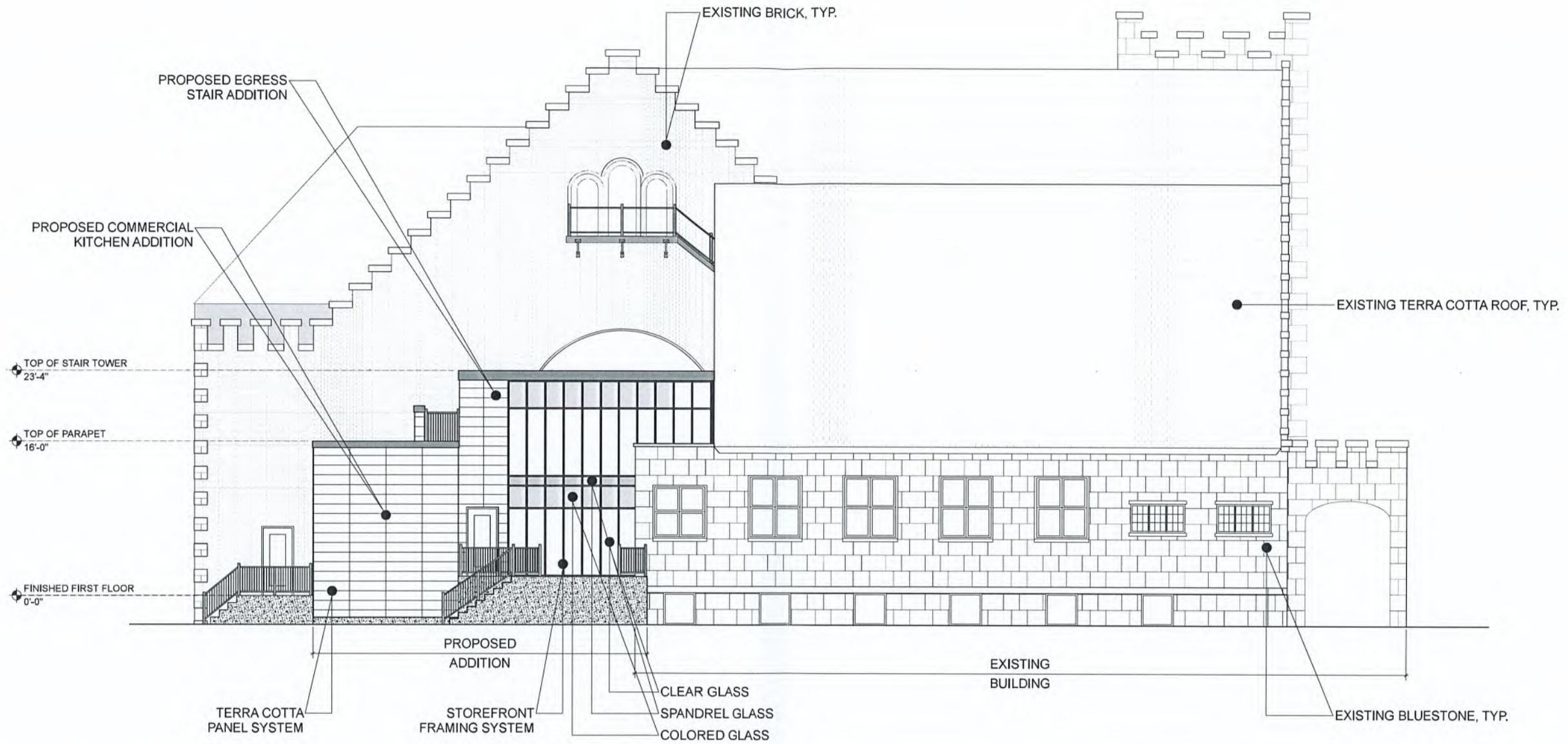
NORTHWEST CORNER - EXISTING BUILDING



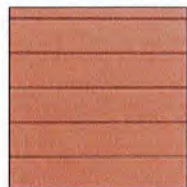
NORTHWEST CORNER - NEW ADDITION

EXISTING BUILDING + PROPOSED EXTERIOR RENDERING

2110-12 SOUTH SALINA STREET
PRE-DEVELOPMENT MEETING



PROPOSED ADDITION MATERIALS



TERRA COTTA
PANELS



BRICK
(POTENTIAL ALTERNATE MATERIAL)



STOREFRONT
FRAMING



CLEAR
GLASS



COLORED
GLASS



SPANDREL
GLASS

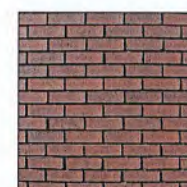
EXISTING BUILDING MATERIALS



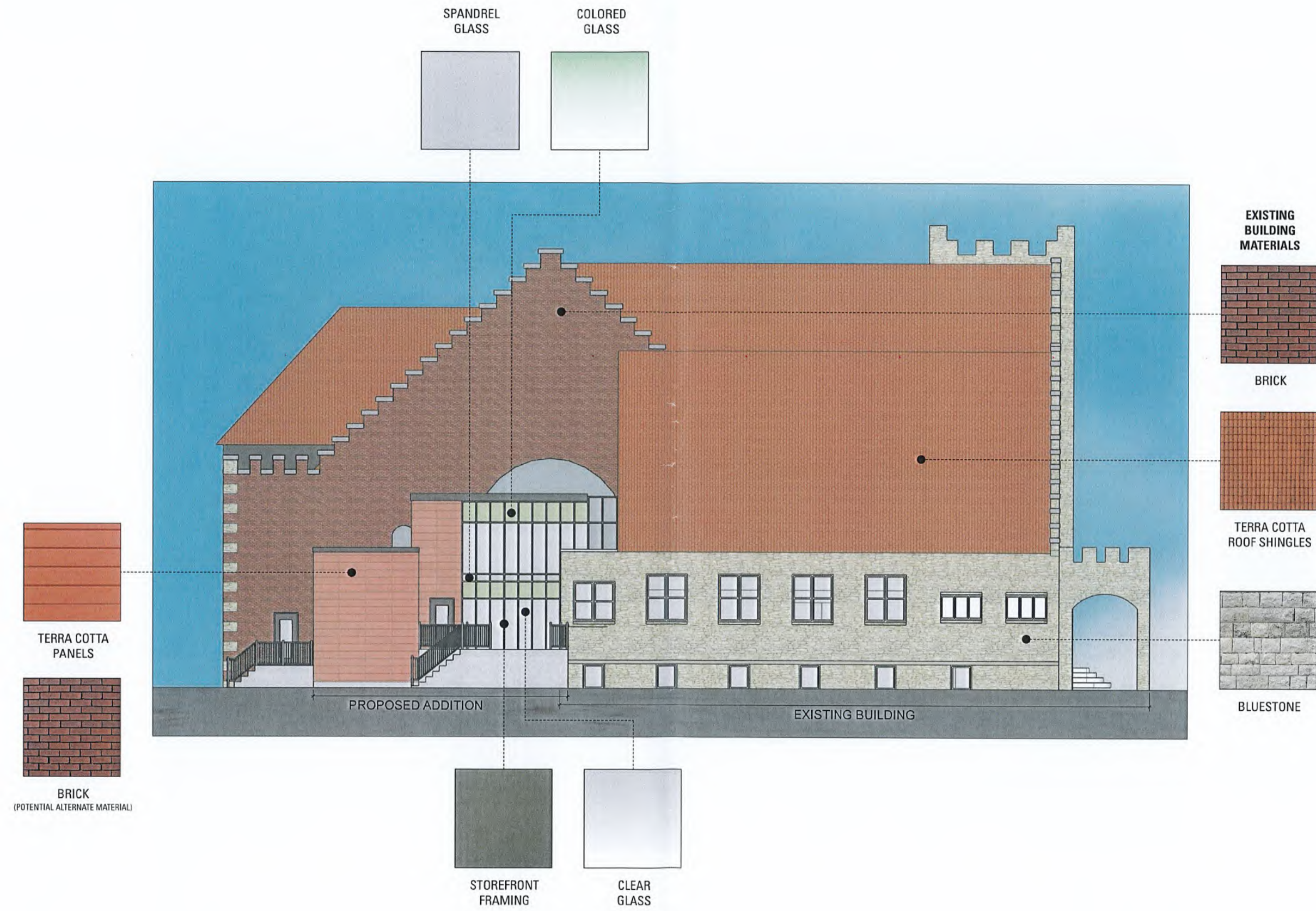
TERRA COTTA
ROOF SHINGLES



BLUESTONE



BRICK



Standards of Proof for Use Variance

Standards of Proof for Use Variance 2110 South Salina Street

Background

2110 South Salina Street is the former South Presbyterian Church. The church is an L-shaped masonry building consisting of a 1902 chapel and much larger sanctuary built in 1907. It is a 29,410 sq. ft. Romanesque style masonry building. While original light fixtures and windows have been replaced, the church retains a high level of integrity from its period of significance.

This property was vacant and abandoned for 10 years prior to tax-foreclosure and acquisition by the Land Bank in 2015. It is threatened by deterioration caused by prior owners' negligence during this time. Since it acquired the property, the Land Bank has undertaken interim stabilization measures and successfully nominated the property to the National Register of Historic Places – making potential buyers eligible for Historic Rehabilitation Tax Credits. This property is also a Local Protected Site and any exterior alterations must be approved by the Syracuse Landmark Preservation Board.

The property is located in a commercial area and the other three corners of the intersection are occupied by a library, a bank, and a post office. The parcel is currently zoned Residential, Class AA.

A Request for Proposals seeking developers to purchase and redevelop the Church was issued in 2020. We received an offer from Simply Ingram, LLC which proposed an event center described as follows:

“The Castle” is to be a ‘multi-use facility that will host a variety of sophisticated styled events that appeal to a diverse crowd of professionals. The type of events will include but not limited to conferences, galas, weddings, receptions, spiritual events, concerts, proms and shows. “The Castle” will also serve as host for monthly nonprofit organization meetings which will be offered gratis, per predetermined guidelines. The aim is for “the Castle” to serve as both a minority owned business and a haven for community activities. The intent is for “The Castle” to host a variety of ticketed events throughout the year that will offer alternative options for entertainment. The Castle will also be a viable option for hosting a variety of community events that are geared toward community residents such as health fairs, job fairs and neighborhood events. The event space will operate on an event necessitated basis with hours ranging from 8am to 12pm.

The Castle will include a commercial kitchen that will provide the opportunity for outside caterers to showcase their culinary talents, providing a variety of food offerings for large events. The kitchen will also provide food prepared by an internal culinary team for both the lounge and smaller events. The lounge will feature light fare appetizers and specialty drinks with limited hours of operation (Monday (4-11pm), Thursday (4-12pm), Friday (4-12am), Saturday (4-12am).

The City of Syracuse owns 2102-04 S. Salina St., a 50' x 144' asphalt parking lot located directly north of the property. Simply Ingram, LLC has made an offer to purchase that lot in order to support this project. The City is also in the process of foreclosing on 101 Wood Ave. and conveying it to the Land Bank; our

intention is to amend the contract for 2110 S Salina to add that parcel to the transaction. Closing on these lots will occur simultaneously with the closing on the sale of the building.

The Land Bank conveying 2110-12 S. Salina Street to Simply Ingram LLC is contingent upon first obtaining a use variance allowing their planned uses. While commercial uses are not allowed by right in the RAA zoning district it should be noted that South Salina Street is a major commercial corridor. Many of the parcels north and south of it are zoned Local Business, Class A. There would be no detriment to neighborhood character if an event space were to locate here, since the character of the corridor is that of a local business district including restaurants and taverns.

Further, under ReZone Syracuse this property is designated MX-2, Neighborhood Center, which allows for Restaurants with a special use permit.

This building has long been vacant and boarded and is located on a heavily trafficked street. We look forward to seeing it renovated and expect it will help to improve public perception of the Southside.

We are asking the BZA for a use variance to allow this project, which contains event space, most closely defined as a Restaurant in the current zoning code. We are submitting a companion area variance application related to the parking lot next door at 2102-04 South Salina St.

Following are the Standards of Proof.

Reasonable Return (must show financial hardship by the current use of the property)

2110-12 South Salina Street has been in the Syracuse Land Bank's inventory since 2015. We have continued to incur carrying costs for these last seven years, but as more time passes the risk of further deterioration and vandalism increases the likelihood that this building may someday require a costly demolition.

Simply Ingram, LLC plans to invest \$8,000,000 into the renovation of 2110-12 South Salina Street as an entertainment and event space. The breakdown for the renovations is detailed in the attached development proposal.

If the variance is not granted, the Greater Syracuse Land Bank would have four options for returning the property to a use that would be permitted in a Residential-AA zone:

1. Convert to a permitted use

Other permitted uses in this zone include single- and two-family dwellings, single- and two-family cluster developments, churches, studios, and offices of religious and educational institutions by special use permit. No buyer has come forth with a proposal to develop this ~29,000 sq. ft. building for any of these uses or a combination of these uses and, in most cases, the building is not suitable for these uses. We have had interest from individuals wanting space for a church, but none with the financing available to bring the property back up to building code.

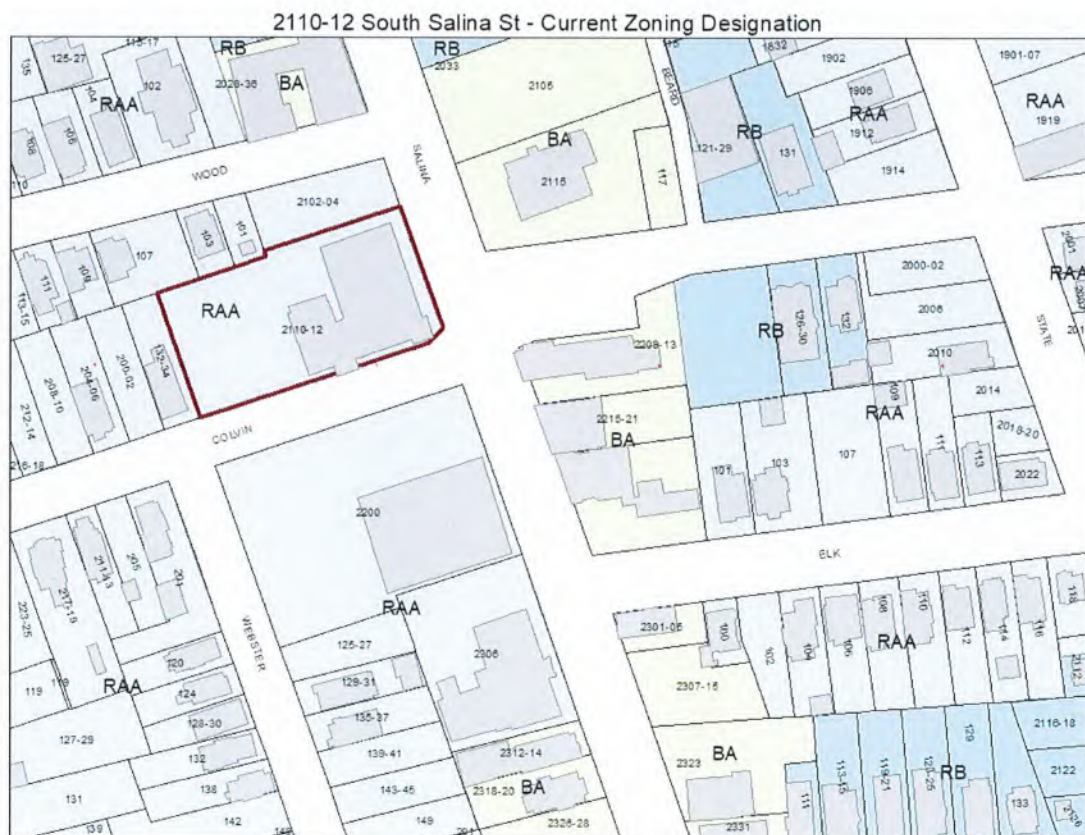
2. Demolition and Sale of the Vacant Lot

The only other option permitted in this zoning district is demolition of the existing structure and sale of the vacant lot for new construction. The estimated cost for demolition of this ~29,000 sq. ft., masonry building is over \$450,000. If the Land Bank was forced to demolish the property, these costs could never be recovered through the sale of the vacant lot. Furthermore, it would be a travesty to demolish this beautiful historic building and local landmark. Even if we were able to attract a developer to build on the resulting site, we would not recover our costs in the sales price.

For these reasons, we believe that without the variance the Land Bank will be unable sell the property or to realize a reasonable return. Approval of this request will allow the Land Bank to sell the property to a buyer who will return it to a productive use and put it back on the tax rolls. This will be desirable for the City of Syracuse's tax base, the neighborhood, and for future potential owners.

Unique Circumstances (Hardship is due to the subject property – not to the neighborhood as a whole)

This building and the parcel on which it is located present an unusual circumstance that differs from other properties on the street and the zoning district it is in doesn't match the character of the surrounding neighborhood business district. Most neighboring properties facing Salina Street in this business district are zoned BA with the exception of the US Post Office at 2200 S. Salina St. and People's AME Zion Church. Our buyers' planned use is permitted in Local Business, Class A with a special permit.



This building is also an increasingly rare example of early 20th century, Romanesque style masonry building. Syracuse has lost many of these types of buildings, which were at one point an essential part of the character of our major commercial corridors. This plan will facilitate the preservation and restoration of this iconic, visually prominent building.

2110 South Salina St. also presents a unique circumstance that differs from other adjoining properties located in the RAA district on Colvin St. and Wood Ave. because it is designed and laid out as a church containing ~29,000 square feet of living space. The two-family homes on the block contain an average of 2,363 square feet and the average single-family home contains 1,899 square feet.

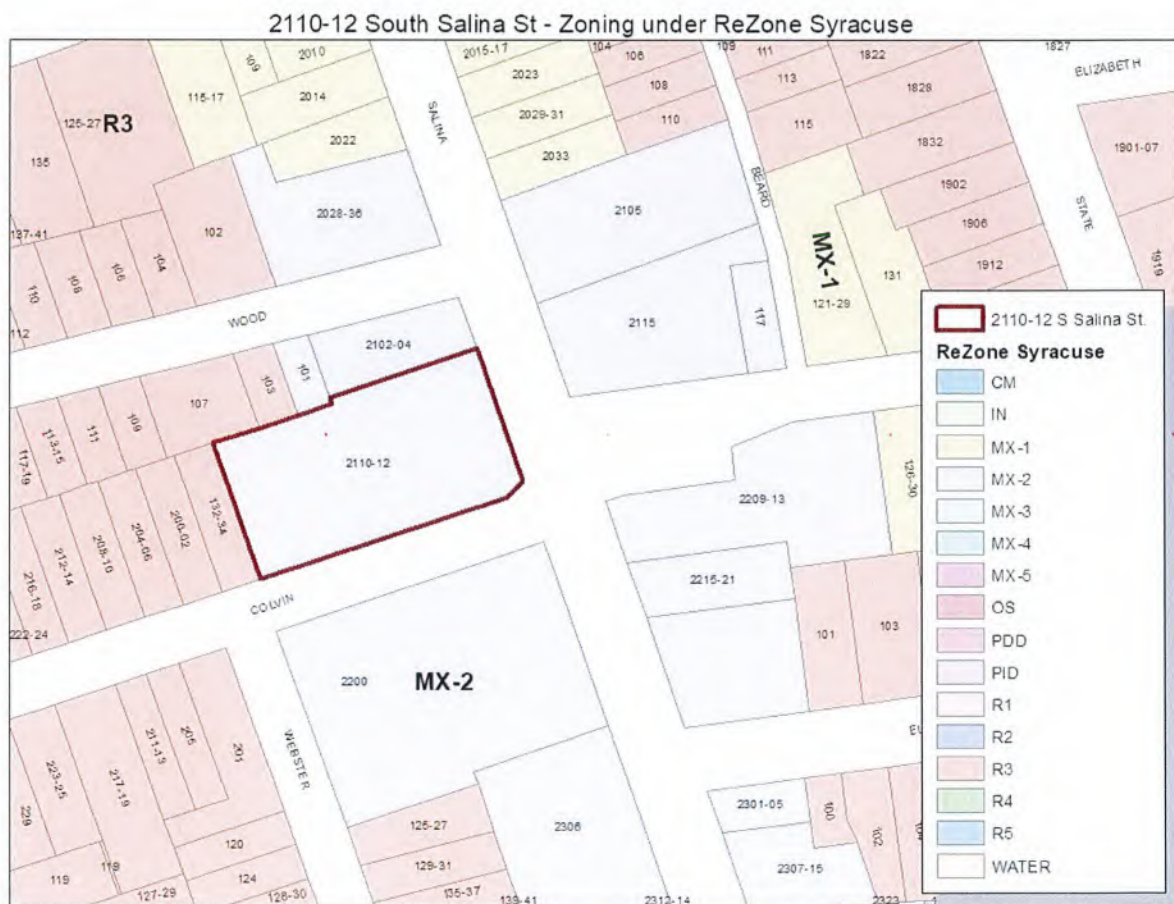
FullAddress	LandUse	SFLA
2200 SALINA ST S & COLVIN ST W	Community Services	-
2110-12 SALINA ST S & COLVIN ST W	Religious	-
226 COLVIN ST W	Single Family	1,664
229 COLVIN ST W	Single Family	2,048
238 COLVIN ST W	Single Family	2,269
300 COLVIN ST W	Single Family	1,974
306 COLVIN ST W		2,085
316 COLVIN ST W	Single Family	2,012
327 COLVIN ST W	Single Family	2,465
334 COLVIN ST W	Single Family	2,304
335 COLVIN ST W	Single Family	1,672
340 COLVIN ST W	Single Family	1,668
344 COLVIN ST W	Single Family	2,000
345 COLVIN ST W	Single Family	1,698
301 COLVIN ST W & CANNON ST	Single Family	1,590
348 COLVIN ST W & MARK AVE	Single Family	1,344
201 COLVIN ST W & WEBSTER AVE	Single Family	1,693
AVERAGE SF		1,899
317 COLVIN ST W	Two Family	2,710
320 COLVIN ST W	Two Family	2,288
326 COLVIN ST W	Two Family	2,082
331 COLVIN ST W	Two Family	2,132
343 COLVIN ST W	Two Family	3,560
132-34 COLVIN ST W	Two Family	2,532
211-13 COLVIN ST W	Two Family	1,744
217-19 COLVIN ST W	Two Family	2,636
328-30 COLVIN ST W	Two Family	1,600
349-51 COLVIN ST W	Two Family	2,808
353-55 COLVIN ST W	Two Family	1,906
AVERAGE SF		2,363.45
204-06 COLVIN ST W	Three Family	3,195

If converted to either a single-family or two-family it would be drastically outsized compared to the neighboring homes.

Allowing the variance will facilitate the property's adherence to the ReZone Syracuse guidelines and will establish the new development pattern that has been approved by the community through the ReZone process.

Essential Character of the Locality (Proposed use will not alter the essential character of the existing neighborhood)

The approval of this variance as an event space will not change the essential character of the neighborhood. As noted in the zoning map above, all other buildings on this stretch of South Salina Street are zoned BA, which allows Restaurants. When ReZone Syracuse takes effect, the Salina-facing parcels along this business corridor (including 2110-12) will be designated MX-2 and the proposed use is allowed with a special use permit under MX-2. This plan is consistent with both the current character of the corridor and the planned vision for the corridor.



Allowing the variance and the subsequent sale of the property will improve the neighborhood by restoring and activating this blighted and abandoned property.

Not Self-Created

This property was abandoned by an irresponsible property owner and fell into tax-delinquency, disrepair and abandonment. It was subsequently seized by the City of Syracuse in 2015 and conveyed to the Land Bank for redevelopment. Since the property was vacated by the prior owner, it could be said that the hardship is the result of the inaction of a prior irresponsible owner in the chain of title. It was not however the result of an action taken by either the Land Bank, by the City of Syracuse, or by any future purchaser of the property.



DIVISION OF CODE ENFORCEMENT

A DIVISION OF THE DEPARTMENT OF NEIGHBORHOOD
AND BUSINESS DEVELOPMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

Denial of Permit

PROJECT INFORMATION				
Address: 2110-12 South Salina St				Ward No:
Intention:				
<input type="checkbox"/> Erect	<input checked="" type="checkbox"/> Convert	<input type="checkbox"/> Maintain	<input type="checkbox"/> Operate	
The project referenced above is denied under the following article(s) of the Zoning Ordinance for the following reasons:				
Article(s): B-1-4				
Reason(s): Restaurants are not a permitted use in an RAA zoning district				
OWNER CONTACT INFORMATION				
Owner: Greater Syracuse Property Development Corporation				
Address: 431 East Fayette St, Syracuse NY 13202				
Phone Number: 315-422-2301				
Email Address: kwright@syracuselandbank.org				
ATTACHMENTS				
<input type="checkbox"/> Plans Attached				
<input type="checkbox"/> Approved By: _____				
<input type="checkbox"/> Date of Approval: _____				
<input type="checkbox"/> Zoning Reviewed By: _____				
<input type="checkbox"/> Survey Attached				
LOCATION OF REFERENCE ADDRESS				
Book(s) No.		Plate(s) No.		Parcel(s) No.
ACKNOWLEDGMENT				
Signature: <i>Gail L Swistak</i>			Date: 9/21/2022	

Application for Use Variance

Short EAF

Short Environmental Assessment Form

Part 1 - Project Information

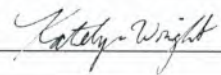
Instructions for Completing

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.

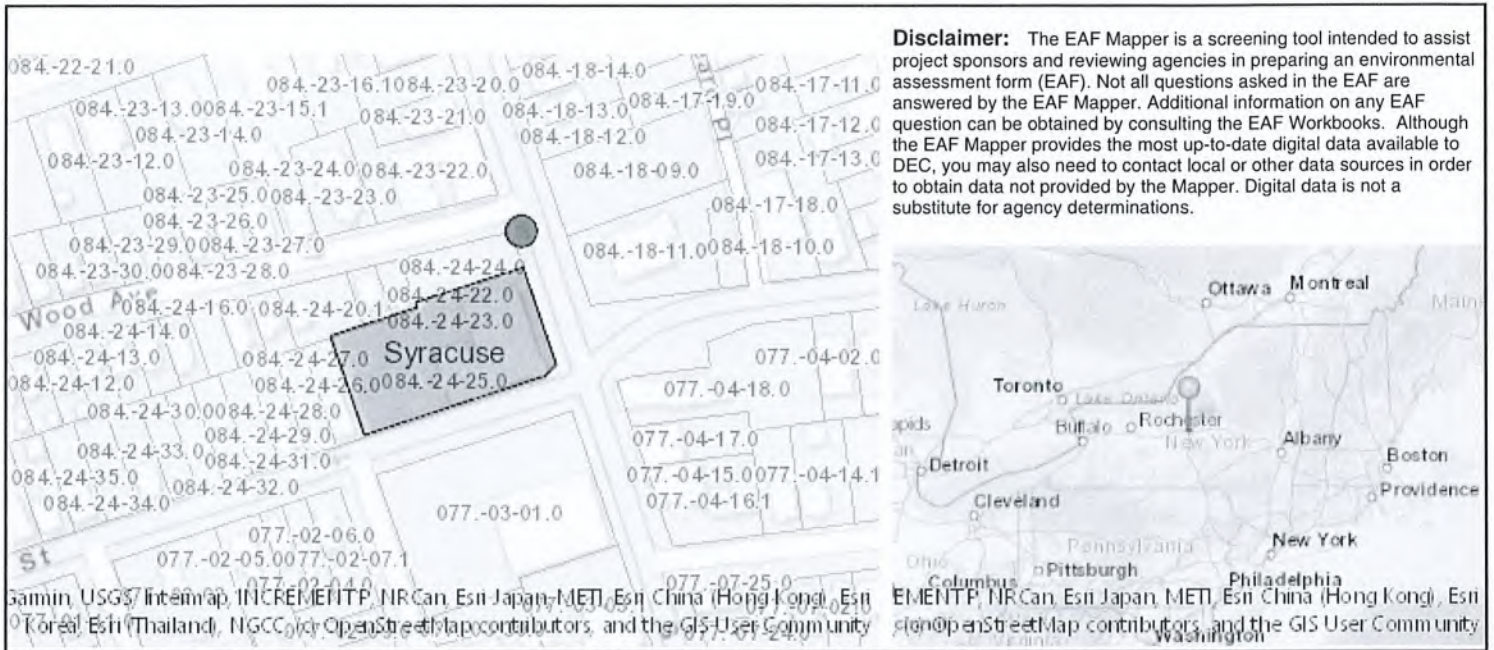
Part 1 – Project and Sponsor Information			
Name of Action or Project: Use variance to allow an event center within a residential class AA zoning district			
Project Location (describe, and attach a location map): 2110-12 South Salina Street; 2102-04 S Salina St, and 11 Wood Ave in Syracuse NY at the corner of South Salina and West Colvin Streets			
Brief Description of Proposed Action: Substantial renovation of an existing 29,410 sq. ft. religious structure into an entertainment and event space.			
Name of Applicant or Sponsor: Greater Syracuse Property Development Corporation		Telephone: 315-422-2301 ex 11 E-Mail: kwright@syracuselandbank.org	
Address: 431 East Fayette St, ste 750			
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 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: site plan review by City of Syracuse			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 1.04 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.04 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 checked="" type="checkbox"/>	<input 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	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<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?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
There will be a reduction in impervious surface and runoff from the project. Changes to existing stormwater patterns will be conveyed into the City of Syracuse municipal system. Additional green infrastructure practices will be in place to reduce runoff further to meet the City of Syracuse Engineering requirements.		
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:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Katelyn Wright</u> Date: <u>9/21/2022</u></p> <p>Signature: <u></u> Title: <u>Executive Director</u></p>		

EAF Mapper Summary Report

Wednesday, December 8, 2021 1:33 PM



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]	No

**Contract to Purchase
(Simply Ingram, LLC)**

CONTRACT TO PURCHASE

This **CONTRACT TO PURCHASE** (this "Contract") is entered into by and between **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a New York not-for-profit corporation having an office for the transaction of business at 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 ("Seller") and **SIMPLY INGRAM, LLC**, a New York limited liability company with an address of 4383 Colburn Drive Syracuse, New York 13215 ("Buyer").

In consideration of the mutual covenants and promises hereinafter set forth, Buyer and Seller mutually covenant and agree as follows:

1. **PROPERTY.** Buyer agrees to buy and Seller agrees to sell the certain parcel of real property situate in the City of Syracuse, County of Onondaga, State of New York commonly known as 2110 South Salina Street and being all of current City tax map parcel 084.-24-25.0, together with all improvements thereon and fixtures and articles of personal property now attached or appurtenant to the property and owned by Seller, together with all easements and rights-of-way, if any, benefitting or appurtenant thereto, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining said real property (all of the foregoing real property, easements, rights-of-way, and right, title and interest are collectively referred to herein together as the "Property").

In the event any personal property should be included, such shall be limited to whatever personal property is located at the Property and shall be transferred by Seller to Buyer by a quitclaim bill of sale and be subject to the "As Is" provision set forth below. In addition, Buyer shall be solely responsible for and shall hold Seller harmless as to the filing of any sales tax return and the payment of any sales tax in regard to such personal property. The terms of this paragraph shall survive Closing.

2. **PURCHASE PRICE.** The Purchase Price for the Property shall be \$6,030 ("Purchase Price") payable as follows:

(a) **Deposit.** \$1,000 shall be deposited with the Seller's attorney, Hancock Estabrook, LLP, as escrow agent, in a non-interest bearing account or as required by law, an IOLA account, at Manufacturers and Traders Trust Company in Syracuse, New York for the benefit of the party entitled to receive the Deposit as provided herein and held in escrow until this Contract is accepted and executed by the Seller, at which time it shall become part of the Purchase Price and held in escrow in accordance with the terms and conditions of this Contract. In the event the Seller shall not accept and execute this Contract, the Deposit shall be returned to the Buyer.

(b) **Balance.** \$5,030 due in cash or other good funds at Closing.

3. **INSPECTIONS AND TESTS.** Buyer, at Buyer's sole cost and expense, may enter on the Property and make or cause to be made any inspections, tests or other desired evaluation of the Property ("Tests"), subject to the following:

(a) Buyer shall give Seller at least 2 business day's written notice prior to initiating any such Tests; and

(b) No Tests shall be initiated or conducted without the Seller approving the type, method, date and time of any Tests (which approval shall not be unreasonably withheld, conditioned or delayed); Seller hereby approves inspection necessary to complete a Phase I environmental site assessment ("Phase I ESA"), structural inspections by an engineer or architect and preliminary customary lead paint and asbestos testing by a licensed firm; and

(c) No subsurface Tests shall be conducted without Seller's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed); and

(d) Seller shall have the right, but not the obligation, to have its representatives present at such times as the Tests are taking place; and

(e) All such Tests shall be completed within 90 calendar days of acceptance of this Contract by Seller and Buyer may elect in writing to extend such 90 days by up to 60 additional days if the Phase I ESA or any structural inspection recommends additional Tests.

The term "business day" shall mean any day other than a Saturday, Sunday or a Federal or New York State legal holiday.

Seller will endeavor to furnish to Buyer reasonably promptly after Seller's receipt any notices of violations of law or municipal ordinances, orders or requirements, lawsuits or other proceedings affecting the Property. Seller will furnish Buyer with any authorizations necessary to make the searches that could disclose these matters.

Buyer agrees that any damage to the extent caused by Buyer, its agents or employees in the course of such entry shall be promptly repaired by Buyer at no cost whatever to Seller. Buyer shall indemnify and hold Seller harmless against any and all losses, expenses, claims or damages (including reasonable attorney's fees) to the extent caused by or resulting from Buyer's entry upon the Property, including, without limitation, claims for personal injury and damage to the Property.

Prior to entry and as a condition to undertake the Tests, Buyer agrees to provide a liability insurance certificate with limits of \$1,000,000 per occurrence and aggregate and policy endorsement naming Seller as an additional insured and with no endorsements limiting or restricting coverage with respect to New York Labor Law.

In the event the results of such Tests are unsatisfactory to Buyer in its sole discretion, then Buyer may, at Buyer's sole option, deem this Contract null and void and the Deposit shall be returned to Buyer. Buyer shall have 30 calendar days from the date on which the Tests were

required to be completed to deliver written notice of termination of this Contract, together with a copy of each such Test, to Seller of Buyer's election to so deem this Contract null and void. In the event Buyer shall not deliver such written notice, then Buyer shall be deemed to have waived any and all rights Buyer may have pursuant to this paragraph.

4. **ABSTRACTS, TAX SEARCHES AND SURVEY.** Seller is not responsible for and shall not deliver to Buyer an abstract of title or real property tax search for the Property. Any abstract of title or property tax search or other due diligence related to the Property shall be obtained by and at the sole cost and expense of the Buyer. Seller shall provide an existing survey of the Property dated July 9, 2016, but Seller shall be under no obligation to update such survey.

5. **TITLE AND DEED.** Buyer acknowledges that Seller obtained title to the Property following a municipal tax foreclosure proceeding and, as such, Seller makes no representations or warranties as to title to the Property other than Seller has not done or suffered anything whereby the Property has been encumbered in any way whatever. Buyer shall have a period of 60 days from the date of acceptance of this Contract by Seller to examine and accept or reject title to the Property for any reason and deliver written notice to Seller of Buyer's election to reject title and deem this Contract null and void and the Deposit shall be returned to Buyer. In the event Buyer shall not deliver such written notice, then such failure shall be deemed an acceptance of title other than any matters discovered in a bringdown search at Closing and not shown in Buyer's initial title report. At Closing, Seller shall transfer title to the Property to the Buyer by a Bargain and Sale Deed with a covenant against grantor's acts.

6. **IMPROVEMENT OF PROPERTY.** Buyer has agreed to improve, develop and use the Property (the "Development Plan") as specified in a certain Property Purchase Application submitted by the Buyer to the Seller on July 3, 2020 attached hereto and made a part hereof as Exhibit A (the "Application"). Seller's obligations under this Contract are subject to Buyer executing and delivering at Closing a Development Enforcement Mortgage in form acceptable to Seller, in its sole but reasonable discretion, to ensure Buyer fulfills the Development Plan within a period of 2 years from Closing (the "Completion Date"), provided that Buyer may request Seller's approval of one or more extensions of the Completion Date up to in the aggregate 2 additional years, which approval Seller agrees not to unreasonably withhold, condition or delay.

7. **CONTINGENCIES.** In addition to any other contingencies set forth herein, Seller's obligations under this Contract are subject to Buyer providing Seller with reasonable satisfactory proof of Buyer's financial ability to complete the Development Plan. Such reasonable satisfactory proof may be in the form of a grant commitment or award, a construction mortgage loan commitment upon such terms and conditions as are acceptable to Buyer or such other written proof of financial ability to complete the Development Plan as Seller deems acceptable in its sole but reasonable discretion.

Seller's obligations under this Contract are subject to Buyer obtaining the Use Variance (issued by the Board of Zoning Appeals) and Certificate of Appropriateness (issued by the Landmark Preservation Board) necessary in order to proceed with the Development Plan. Seller will assist as needed with the preparation and submission of those applications. Seller shall

notify Buyer in advance if Seller requires consultants or other third parties (other than Seller's counsel) to assist Seller.

Buyer shall provide such evidence of financial ability to complete the Development Plan, the Use Variance, and Certificate of Appropriateness before the date that is one (1) calendar year after the date of Seller's acceptance of this Contract. or Seller may cancel this Contract at Seller's option by written notice as provided for herein at which time this Contract will be terminated and the Deposit shall be returned to Buyer.

8. **AS IS.** The Buyer acknowledges and agrees that the Buyer is purchasing the Property, any personal property and any and all improvements, buildings, fixtures and fittings belonging to or used in the operation of the Property and owned by Seller, AS IS, WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, WHETHER SUCH ARE EXPRESS OR OTHERWISE; IMPLIED OR OTHERWISE; AS TO THE CONDITION, SUITABILITY OF USE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PORTION OF SUCH, OR OTHERWISE. The terms of this provision shall survive Closing.

9. **REPRESENTATIONS OF SELLER.** Seller represents and warrants to Buyer as of the date of this Contract and the Closing as follows:

- (a) Seller is the sole owner of the Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Contract; and
- (b) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"); and
- (c) Seller is a New York not for profit corporation and is duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite power and authority to enter into and perform its obligations under this Contract and to consummate the transaction contemplated hereto; and
- (d) Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and no consents from or approvals of any governmental authority are required for execution and delivery by Seller of this Contract or the conveyance of title to the Property to Buyer; and
- (e) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain in connection with the Property, and to Seller's knowledge no taking has been threatened.

10. **CLOSING.** The Closing shall be held on or before the 60th calendar day following Seller's acceptance of Buyer's proof of financial ability to complete the Development

Plan and receipt of the Use Variance and Certificate of Appropriateness. The Closing shall be held at the office of the attorney for Seller unless otherwise agreed.

11. **ADJUSTMENTS.** Prepaid or unpaid charges for real property taxes and other assessments levied and assessed against the Property, including water usage charges, rents, fuel oil and special district levies, shall be apportioned as of the date of Closing, with Seller being responsible for the apportioned costs attributable to the time period prior to Closing, and Buyer being responsible for the apportioned costs attributable to the time period subsequent to Closing. Under no circumstances shall Seller be responsible for the payment of any missing meter charges, "turn on" or reconnection charges imposed by a utility company or municipality in establishing or reestablishing water or any other utility services to the Property. Buyer acknowledges that Seller is an exempt entity and pays no real property tax and, in accordance with Section 520 of the New York Real Property Tax Law, the Property may become immediately subject to real property tax upon Closing.

12. **INSPECTION PRIOR TO CLOSING.** Buyer shall have the right of reasonable inspection of the Property immediately prior to Closing in order to verify that the condition of the Property is in substantially the same condition as it was in as of the date of this Contract, absent ordinary wear and tear.

13. **CONDITIONS TO CLOSING.** This Contract and Buyer's obligation to purchase the Property are also subject to and conditioned upon the fulfillment of the following conditions precedent:

- (a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this Contract; and
- (b) The delivery by Seller to Buyer of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA; and
- (c) A Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate and Certificate of Exemption from Payment of Estimated Personal Income Tax (Form TP-584) executed by Seller; and
- (d) A Real Property Transfer Report (Form RP-5217) executed by Seller; and
- (e) A settlement statement showing any closing adjustments to the Purchase Price in accordance with the terms hereof; and
- (f) Such authorizing documents of Seller evidencing Seller's authority to consummate the transactions contemplated by this Contract and such other documents and certifications which Buyer or its title company may reasonably request, including without limitations mechanics' lien affidavit. Seller shall deliver the proposed Seller closing documents to Buyer and its title company, if

any, for their review, comment and approval at least five business days prior to Closing; and

(g) The items disclosed in bringdown title search to the Property (and not previously disclosed in Buyer's initial title report) shall be satisfactory to Buyer in Buyer's sole discretion; and

(h) At Closing, Seller shall have performed, observed and/or complied with all covenants, agreements and conditions, if any, required by this Contract to be performed, observed and/or complied with by Seller prior to or as of the Closing; and

(i) At Closing, there has been no material change to the condition of any part of the Property or any improvements located thereon since the date of this Contract, normal wear and tear excepted.

14. **POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer at Closing.

15. **RECORDING EXPENSES AND CLOSING FEE.** Buyer shall pay at Closing all costs, if any, for recording the deed and any related transfer documents including the Real Property Transfer Report (RP-5217) and the Transfer Tax Return (TP-584) and, as Seller is wholly exempt from all taxation, Buyer is obligated to pay any New York State transfer tax due upon the sale of the Property. Buyer shall also pay a closing fee to the attorney for the Seller which fee shall be due and payable at Closing together with the Purchase Price. Seller shall be responsible for the cost, if any, to record any Development Enforcement Mortgage required by Seller.

16. **ASSIGNMENT.** Buyer may assign its interest in this Contract to a business entity wholly owned by Buyer or wholly owned by the same principals (and their spouses) who own Buyer. Otherwise, this Contract may not be assigned by Buyer without Seller's written consent. Buyer shall remain fully liable to Seller for the performance of this Contract, regardless of any such assignment.

17. **RISK OF LOSS.** The risk of loss or damage to the Property by fire or other causes until Closing shall remain with Seller.

18. **BROKER.** Seller and Buyer represent that neither has dealt with any broker in connection with this Contract except that Buyer consulted with REMAX ("Finder") regarding submission of its proposal. Seller shall be responsible for the payment of a finder's fee in the amount of \$500 to Finder. No other realtor or broker commission shall be due and owing by Seller until Closing and passing of title by delivery of a deed by Seller to Buyer. This provision shall control regardless of the statements set forth in any Disclosure/Authorization Addendum executed in connection with this Contract.

19. **DEFAULT.** In the event Buyer defaults in its obligations under this Contract and fails to close and pay the Purchase Price then Seller's sole remedy shall be to retain the Deposit. In the event Seller defaults in its obligations under this Contract and fails to close and deliver the Deed, Buyer may, at its option and as its sole and exclusive remedy, pursue either of the following remedies: (a) sue Seller for specific performance; or (b) terminate this Contract, in which case the Deposit will be returned to Buyer.

20. MISCELLANEOUS.

(a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) Section heading are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.

(c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, heirs, executors, administrators, successors and assigns.

(d) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

(e) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract.

(f) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(g) The acceptance of the Deed by Buyer shall be deemed to be the full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract.

(h) If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by Seller or Buyer of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract as of the date first above written.

Greater Syracuse Property
Development Corporation

By: _____

Katelyn E. Wright
Executive Director

Date: 10-1-20

Simply Ingram, LLC

By: _____

Evelyn Ingram
Sole Member

Date: 9-29-2020

Seller's Attorney:

John P. Sidd
Hancock Estabrook, LLP
1800 AXA Tower I
100 Madison Street
Syracuse, New York 13202
(315) 565-4705

Buyer's Attorney:

Lawrence G. Bousquet
Jean S. Everett
Bousquet Holstein PLLC
110 W. Fayette Street, Suite 1000
Syracuse, New York 13202
(315) 422-1500

EXHIBIT A
Property Purchase Application



Imagine. A beautiful structure made of stone with impeccable landscaping, beautifully manicured lawns, stately doors, artisan windows, a collection of towers that sit prominently atop the building and extend the entire length of the roof. Imagine. A fortress of strength and power. An edifice that embodies community. A dwelling that we call our own. A place of freedom, empowerment, fortitude and economic prosperity. A place we call, **"The Castle."**

I. OVERVIEW

"The Castle"

The vision for the use of this property which shall be called **"The Castle"** is to be a multi-use facility that will host a variety of sophisticated styled events that appeal to a diverse crowd of professionals. The type of events will include but not limited to conferences, galas, weddings, receptions, spiritual events, concerts, proms and shows. **"The Castle"** will also serve as host for monthly nonprofit organization meetings which will be offered gratis, per predetermined guidelines. The aim is for **"The Castle"** to serve as both a minority owned business and a haven for community activities. The intent is for **"The Castle"** to host a variety of ticketed events throughout the year that will offer alternative options for entertainment. **"The Castle"** will also be a viable option for hosting a variety of community events that are geared toward community residents such as health fairs, job fairs and neighborhood events.

From a culinary perspective, the goal is to use outside caterers for larger functions hosted at **"The Castle."** There are a host of local caterers that have culinary expertise but do not have the space to cater larger events. The kitchen at **"The Castle"** will provide an opportunity for caterers to showcase their culinary talents. However, the service staff from **"The Castle"** will manage guest interaction to ensure the integrity of the customer service model of **"The Castle"** is maintained. **"The Castle"** staff will provide oversight and will work alongside each respective caterer to ensure this is achieved.

There is a similarly styled venue in Canastota, New York called Greystone Castle. Pictures of this venue are below. The intent of **"The Castle"** is to have a similar look with an added touch of elegance. The venue in Canastota serves as a venue for special event rental only. **"The Castle"** will have the added benefit of allowing use of the facility to nonprofit organizations and other community focused events.



Exterior - Greystone Castle in Canastota, New York

*2110 South Salina Street *Syracuse, New York* 13205*

thecastle603.com

Evelyn & China Ingram, Proprietors



Interior - Greystone Castle, Canastota, New York

2110 South Salina Street *Syracuse, New York* 13205

thecastle603.com

Evelyn & Chino Ingram, Proprietors



603 at "The Castle"

In addition to the special events offered at "The Castle," there is another component of the business plan. "The Castle" will also be home to an ultra-lounge called 603 at "The Castle." The lounge will be named 603 at "The Castle" because the number 603 has significant meaning to Simply Ingram, LLC. It represents the date of June 3rd. Evelyn's birthday is June 3rd (603). The mother of Evelyn Ingram died on June 3rd (603), and Evelyn and Chino got married on June 3rd (603).

603 at "The Castle" will offer an entertainment option in a casual yet classy atmosphere. It will provide an opportunity for networking, relaxing and socializing in an ultra-lounge atmosphere. Environment will be comfortable, inviting, posh and classy. It would exude a high level of sophistication. 603 at "The Castle" will have a vibe and energy that will be appealing. Guests will have the ability to enjoy light fare and specialty drinks in an environment conducive for professional networking and socializing with friends. Hours of operation will be Monday (4-11pm), Thursday (4-11pm), Friday (4-12am), Saturday (4-12am) for a total of 30 hours per week.

The culinary offerings at 603 at "The Castle" will be light fare appetizers and specialty drinks. There will be an on-site culinary team and bartending staff that will handle these offerings. A varied menu will highlight fares that will be appealing to a diverse guest profile.

Pictures of other ultra-lounges are shown below. 603 at "The Castle" will have a flair and style like ultra-lounges in other large, metropolitan cities.





Alibi Ultra Lounge – Las Vegas, Nevada



iBar Ultra Lounge – Las Vegas, Nevada

As revenue generating businesses, both **"The Castle"** and **603 at "The Castle"** will have separate financial statements to ensure for the efficient operation of both businesses. The location of these business is significant to the business plan. The South Presbyterian Church offers the kind of space and style that is uniquely conducive for this business model. The location of the South Side of Syracuse is important to Simply Ingram, LLC as it conveys a message that black owned businesses with the potential to have regional impact can reside and thrive on the South Side of Syracuse. In addition, the marketing plan is for these businesses to pique the interest of area residents that may have never considered engaging or supporting any activities on the South Side of Syracuse. This support will inherently have a positive financial impact to the South Side and will also support the diversity, equity and inclusion model the City of Syracuse is striving to attain. Finally, Chino Ingram, co-owner of **"The Castle"** was born and raised in Syracuse, New York. He grew up on Colvin Street, two houses down from South Presbyterian Church. He recalls playing at the church as a young



boy. The message this sends to youth on the South Side is one that you can achieve, be successful and give back to your own community. It is possible and here is the proof.

Finally, we support and applaud the efforts of the area community centers (Dunbar Center - 1453 S. State Street; Southwest Community Center/Syracuse Model Neighborhood Facility - 401 South Ave; and the Mary Nelson Youth Center 2849 S. Salina St.) which are all located in a one-mile radius of "The Castle." We want to ensure we don't duplicate their extraordinary efforts but rather provide a different way of bringing the community together through entertainment, networking and socializing in a sophisticated atmosphere.

II. APPLICANTS PROFILE

The education, professional background and experiences of the potential buyers, which shall be referred to as Simply Ingram, LLC, serve as the conduit that will allow for the success of a venue of this nature. Simply Ingram, LLC was formed by Evelyn C. Ingram. The property will be managed and operated by her and her spouse, Chino Ingram.

Evelyn C. Ingram currently oversees community engagement activities for a privately held supermarket chain. In this role, she oversees a yearly budget of 2.6 million dollars which she provides oversight of and determines how it is distributed to nonprofit organizations in this region. Evelyn has established a reputation of community leadership and has been honored by several organizations due to her work in the community engagement arena. She is received an honorary degree from Onondaga Community College. This prestigious honor was recognition of her efforts in community service. Evelyn is a graduate of Syracuse University where she earned a Bachelor of Science in public relations. She is also a graduate of LeMoyne College where she graduated with a master's in business administration with a concentration in human resources. Evelyn serves on several board of directors and is an active member in several service organizations for women of color. Evelyn has been responsible for event planning and coordination of many events. Her expertise started as a college student and developed over the years. This will be instrumental in event coordination and planning as it pertains to "The Castle." See Exhibit A for additional details regarding her background.

Chino Ingram was born and raised in Syracuse, New York. His career in retail management has afforded him the opportunity to oversee store operations, achieve sales targets and manage a team of sales personnel for several national retail chains including Saks Fifth Avenue, DXL and Men's Warehouse. Chino currently serves as Store Manager for Men's Warehouse. In this capacity, he is responsible for operations,



sales, human resources and profit/loss accountability. These skills will be critical to the operations of 603 at "The Castle." In addition to his work in retail, he also has experience in the nonprofit sector and has worked at Vera House, EPIC (Every Person Influences Children) and Prevention Network. At these agencies, Chino was responsible for program management and promotion. Chino has also held leadership positions at his places of worship. He has developed a reputation for providing sound counsel and guidance to clergy. As a result, he has established a reputation for community leadership and is often sought after for guidance and instruction from high level spiritual leaders. Chino attended Cheyney State University, a historically black college in Cheyney, Pennsylvania. See **Exhibit B** for additional information on his background.

III. PROPERTY FUNCTION

The hours of operation for "The Castle" would be established to meet the needs of those wanting to utilize the facility on weekdays and weekends. The goal is for the facility to have some type of activity every day of the week. This will assist in providing a level of vibrancy to the South Side of Syracuse. To achieve that goal, Simply Ingram, LLC has developed several ideas that will enable "The Castle" to play an integral role in the vitality of the South Side of Syracuse. Some of these ideas and a brief description include:

Ticketed Special Events - "The Castle" would serve as the venue for a variety of special events hosted by Simply Ingram, LLC. These events would be organized, meticulously planned and well executed. These events would include: Holiday Themed Parties, Galas, Concerts, Fashion Shows, Stage Plays, Sports Game Parties, Poetry Nights, Rhythm and Blues Night, Gospel Night, After Parties, Brunches, Luncheons and Movie/Theater Nights. We plan to invite national celebrities to participate in some of these events. In addition to performing at these events, we would negotiate with them to have a small group interaction with a selected number of South Side Residents. For example, if Queen Latifah was scheduled to do a concert at "The Castle," we would include in our request having her do a meet and greet with selected Syracuse City School District students who aspire to be in the entertainment industry.

Conferences/Luncheons/Dinners - "The Castle" could serve as host venue for various local and national conferences such as those held for educators, social workers and clergy. "The Castle" has the capacity for both general sessions and workshops/breakout sessions which would be appealing to conference organizers. "The Castle" also has the capacity to serve as a venue option for yearly luncheon and



dinner events held by many of our non-profit organizations. Some of these events include:

Go Red for Women Luncheon (American Heart Association)

Economic Champions Luncheon (Centerstate CEO)

100 Black Men Gala

NAACP Achievement Dinner

YWCA Diversity of Champions Conference

White Ribbon Campaign Breakfast (Vera House)

Savor Syracuse (Food Bank of Central New York)

Bella Casa Fashion Show (Ronald McDonald House)

Champions of Diversity (PEACE Inc.)

Hoops for Hope (Boys & Girls Club)

Civic Celebration Luncheon (Salvation Army)

Women United and Emerging Leader Networking Events (United Way)

House of Providence Dinner (Catholic Charities)

Syracuse City School District Educational Foundation Breakfast

Minorities and Women's Business Economic Summit (Center of Hope International)

There are many other events that occur in our city which are too numerous to name. The marketing team from **"The Castle"** would conduct presentations to all these agencies and others to outline the benefits of hosting their function at **"The Castle."**

Proms and Company Events - **"The Castle"** would serve as a venue option for high school proms, black tie galas and company parties.

Non-Profit Organization Monthly Meetings - **"The Castle"** would provide an option for various groups such as sororities, fraternities, political outreach groups,



professional organizations, spiritual groups, etc. to host their monthly meetings free of charge. Guidelines would be established which would include use of "The Castle" free of charge for one meeting per month per organization. This would be an option for a specified number of organizations. The cost associated with hosting these meetings would be offset by revenue from other events at "The Castle."

Religious Events – Due to the fact that "The Castle" was originally built to serve as a spiritual sanctuary, the intention of Simply Ingram, LLC is to allow the use of the facility for events with a spiritual connotation. These events would include but not limited to weddings, funerals, revivals and gospel concerts. "The Castle" would serve as a neutral/non-denominational but spiritual venue that would be ideal for hosting events of this nature.

"The Castle" Community Organization Donations – Simply Ingram, LLC plan to host a variety of special events throughout the year. Simply Ingram, LLC is committed to donating a portion of the proceeds from each event to a designated non-profit organization. A variety of organizations will be the recipients of these donations. The Pro Forma for "The Castle" includes charitable donations.

Leadership Development and Training – Simply Ingram, LLC intends to partner with area high schools and colleges to provide training opportunities and internships for high school and college students. These students would be exposed to the various elements of event management which would be in the areas of event planning, program administration, operations, budgeting, logistics, culinary planning, audio and visual technology, information technology, marketing, public relations, sales, photography, videography and broadcasting. They would also be exposed to entrepreneurial management. Simply Ingram, LLC is committed to providing youth with the tools and training needed for success.

Fairs – "The Castle" would host job fairs and health fairs geared toward providing career opportunities and health awareness to the community. Vendors would be invited to participate in these fairs to showcase their products and expertise.

603 Ultra Lounge at "The Castle" – In addition to the weekly hours of operation, area companies or organizations would be offered the option to reserve 603 at "The Castle" to host private, after work events. These events would be held on Wednesday evenings. Also, 603 at "The Castle" would also host special nights that would encourage those of a certain profession to attend i.e Nurses Night Out, Teachers Appreciation, Fireman's Night, etc.



IV. FACILITY LAYOUT

The size and the layout of the property provide an opportunity for a variety of uses. The plan for the building includes utilizing the entire building. It is also intended that certain spaces will have multiple uses to accommodate guest needs. The space will be utilized in a way that will accommodate many different types of events. In addition, areas of the building that are not in use at any given time will be closed for efficiency purposes. Therefore, zoned climate control, zoned lighting and zoned audio visual will be necessary to make best use of the space.

V. RENOVATION

The contracting firm of Empire Construction have made three site visits to the property and have determined that this property, upon renovation, is suitable for its intended use. Simply Ingram, LLC intends to get bids from other reputable contracting firms and will decide which firm will be awarded the job. However, Empire Construction is an experienced general contractor firm and was responsible for the renovation associated with the property that is owned and located across the street from Peoples AME Zion Church 2306 S. Salina Street Syracuse, New York. See **Exhibit C** for letter of support from Empire Construction.

The architectural firm of King & King was solicited to aid in review of the building infrastructure to ensure the venue is structurally sound and will meet design expectations. The interested party is working directly with King & King Partner Kirk Narburgh. He and members from his firm made three visits to the site. Based on their site visits, their estimation is that the venue is suitable as a multi-use facility.

Per the assessment of their building combined with Empire Construction, the following is a list of some of the items needing repair to restore this property for use:

Demolition / Asbestos/ Lead Paint Removals

Repair Water Damaged Plaster /Deteriorated Areas

Structural Reinforcing/Replacement (Wood & Steel)

Re-Roofing/Eaves/Drains/Gutters Lump Sum

Blue Stone Façade Re-Pointing/Sealing

Window/Door Replacement



Interior Renovation Work / Finishes

New Elevator and Shaft Lump Sum

New HVAC System (Hot/Chilled Water Loop)

Plumbing (Domestic Water and Waste)

Fire Protection (Sprinkler System and Alarms)

Electrical (Wiring, Lighting, and Technology)

Site Utilities (Lighting, Sanitation, Gas, etc.)

Parking Resurfacing/Drainage/Fencing

See Exhibits D and E for an estimated cost of their services and letter of support from King & King.

VI. PRO FORMA

See attached spreadsheet, Exhibit F, which includes the Income and Revenue statement for "The Castle" (event space) and 603 at "The Castle" (the ultra-lounge). Both will generate separate streams of revenue. Financial data for this business plan was jointly prepared by Simply Ingram, LLC and Grossman St. Amour Certified Public Accountants, PLLC. In addition, the data was reviewed by Pathfinders Bank. See Exhibit F for underwriting proposal from Pathfinders Bank.

VII. FINANCIAL PLAN

Below is information regarding grant opportunities that will be pursued to secure funding for this project. Other financial resources are also listed that will assist in meeting the financial objectives of this project. The services of SS Funding Resources, owned and operated by Sarah Stephens, have been employed to oversee the grant process. SS Funding will assist in the identification of additional grant opportunities.

Pathfinders Bank Loan to Simply Ingram, LLC.	2,500,000
New York State Historic Preservation Tax Credit	2,000,000*
Empire State Development (Capital Funds/CFA)	700,000*
National Grid Urban Center Grant	250,000*
Chino and Evelyn Ingram	200,000



Cartier Women's Initiative	30,000*
Amber Grant	25,000*
FedEx Grant	25,000*
Girlboss Foundation	15,000*
Marrone Action Law Fund	15,000*
Johanna Favrot Fund for Historic Preservation	10,000*
Cynthia Woods Mitchell Fund for Historic Interiors	10,000*
National Association for the Self Employed	4,000*

** Numbers are estimates and are determined by the submission and approval of grant applications.*

VIII. STAFFING PLAN

Renovation/Construction Phase

Empire Contractors will provide a Construction Project Manager whose primary role is to coordinate and supervise all construction aspects of the projects. The Project Manager will oversee the employees and ensure all aspects of projects are completed on time and within budget. The Project Manager interfaces with all parties involved in the project. Chino Ingram will work directly with the Project Manager to ensure the project plans are adhered to according to the specifications and preferences of Simply Ingram, LLC.

Post Construction Phase

- A. Chino Ingram will serve as Director of Operations for both The Castle and 603. He will serve in this capacity on a full-time basis. His role will be to oversee all operations related to The Castle and 603. This will include:
- Coordination and management of general building security, safety, maintenance, and welfare of occupants.
 - Overseeing the day-to-day activities at The Castle, ranging from cleaning, waste disposal, and repair of facilities.
 - Oversee the safety of building occupants, ensuring emergency exit signs are visible and building is free of hazard.
 - Supervise the janitorial and groundskeeping personnel to ensure they deliver proper cleaning and upkeep services.
 - Oversee the maintenance and repair of building facilities such as electrical installations, plumbing fixtures, and HVAC systems.
 - Oversee security and fire prevention systems
 - Carry out assessment of a buildings' security outfit to ensure they are well poised to combat any arising security situation.



- Evaluate the functionality of fire quelling equipment and systems to ensure optimal utility.
- Oversee the customer service operations of an establishment to ensure clients are tended in a hospitable manner.
- Determine and implement building policies necessary for managing the general behavior of tenants/occupants of an apartment building.
- Ensure the safe delivery of a building project by collaborating with architects and civil engineers to design and plan the processes, specifications, and overall requirements necessary for a building project.
- Assist emergency response teams in locating building sections and evacuating occupants.
- Hiring and train staff
- Coordinate employee schedules
- Ensure company protocols are being followed
- Plan 603 menus
- Order supplies and manage inventory
- Manage budgets
- Resolve customer complaints

B. Evelyn Ingram will serve as Director of Event Planning and will oversee all aspects of special events that occur at The Castle. Evelyn will serve in this capacity on a part time/as needed basis. Responsibilities will include:

- Identify the client's requirements and expectations for each event
- Serve as liaison with vendors, exhibitors, and stakeholders during the event planning process to ensure everything is in order
- Manage all event set-up, tear down and follow-up processes
- Maintain event budgets
- Book venues, entertainers, photographers, and schedule speakers
- Conduct final inspections on the day of the event to ensure everything adheres to the client's standards
- Assess an event's overall success and submit findings
- Hire and train staff

C. Other Part Time and Per Diem Positions will include:

- 6 - Event Coordinators paid per event (i.e. \$750 per wedding, \$150 per movie night)
- 6 - Service Staff (Waiters, Waitresses) - \$7 hourly plus gratuities
- 3 - Service Staff (Host, Hostesses) - \$15 hourly



- 4 - Professionally Trained Culinary experts - \$22 hourly
- 4 - Security - \$25 hourly
- 1 - Groundskeeper - \$15 hourly
- 6 - Maintenance/ Building Crew - \$15 hourly
- 1 - Administrative Assistant - \$20 hourly (approximately 25 hours per week)
- 1 - Public Relations/Marketing Associate - \$25 hourly
- 10 - Bartenders - \$7 hourly plus gratuities
 - Chino Ingram will obtain a bartending license from Topshelf Bartenders in Baldwinsville, NY. He will obtain this to provide oversight to the bartenders but will not operate in this capacity on a full-time basis. He will serve only on an as needed basis to allow him to continue oversight of the entire operations.

These positions will be hired using traditional job postings and job candidate selection processes (indeed.com, linkedin.com, ziprecruiter.com etc.). Recruitment firms, social media and referrals will also be used. In addition, partnerships with area organizations and local churches will be included to ensure South Side residents are considered for these openings.

- D. Internship and training opportunities will be created to provide student exposure to a variety of experiential learning opportunities. Partnerships will be established with a variety of institutions including but not limited to:
- Shaw Center at Syracuse University
 - Whitman School of Management at Syracuse University
 - Newhouse School of Communications at Syracuse University
 - Institute of Technology at Syracuse Central – Syracuse City School District
 - Onondaga Community College
 - LeMoyne College
 - BOCES

Stipends may be available for these positions.

All employees will be required to complete a comprehensive customer service training program prior to job start. Training will model the Incredible Customer Service training outline Wegmans Food Markets is known for. Completion of specialized training for each job will also be conducted.



IX. SUMMARY

"The Castle" will be a premier special event venue in this region and 603 at "The Castle" will be an ultra-lounge that offers an entertainment option unlike any other lounge in this area. Simply Ingram, LLC plans to partner with Visit Syracuse to ensure "The Castle" and 603 at "The Castle" are part of the offerings that are promoted for events and entertainment in this area. Other public relations and marketing techniques will be used to ensure this venue is highly publicized. The domain www.thecastle603.com has already been purchased and will be used for promotional purposes upon completion.

"The Castle" will be a venue of sophistication, elegance and excellence. The vision of and expertise of Simply Ingram, LLC will make this a top-notch venue with impeccable style, exceptional customer service and precisely executed events. "The Castle" and 603 at "The Castle" fill a void and unmet need of having a venue of this nature in this part of the city that appeals to a diverse crowd. The entertainment option offered by 603 at "The Castle" will be integral for those seeking a place to relax and network. It will be of a model for success. The various initiatives happening throughout the city of Syracuse which include investments in the South Side of the city make this an opportune time. The time is now. The place is the South Side of Syracuse. The advent of "The Castle" is on the horizon. Imagine. Imagine. Imagine.

King + King Architects/ASM Engineering Statement of Probable Costs January 27, 2020

South Presbyterian Church Renovation			
SCOPE OF WORK	SQ/FT	SQ/FT COST	TOTAL

Renovations / Sitework

Demolition / Asbestos/ Lead Paint Removals	Lump Sum	\$	175,000
Repair Water Damaged Plaster /Deteriorated Areas	Lump Sum	\$	125,000
Structural Reinforcing/Replacement (Wood & Steel)	Lump Sum	\$	200,000
Re-Roofing/Eaves/Drains/Gutters	Lump Sum	\$	400,000
Blue Stone Façade Re-Pointing/Sealing	Lump Sum	\$	250,000
Window/Door Replacement	Lump Sum	\$	350,000
Interior Renovation Work / Finishes	Lump Sum	\$	950,000
New Elevator and Shaft	Lump Sum	\$	150,000
Kitchen Equipment	Lump Sum	\$	100,000

New HVAC System (Hot/Chilled Water Loop)	30,000	\$ 35.00	\$ 1,050,000
Plumbing (Domestic Water and Waste)	30,000	\$ 12.00	\$ 360,000
Fire Protection (Sprinkler System and Alarms)	30,000	\$ 8.00	\$ 240,000
Electrical (Wiring, Lighting, and Technology)	30,000	\$ 25.00	\$ 750,000

Site Utilities (Lighting, San., Gas, etc..)	Lump Sum	\$	75,000
Parking Resurfacing/Drainage/Fencing	Lump Sum	\$	125,000

Subtotal Construction Renovation Cost		\$	5,300,000
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Design Contingency 10% Renovations	\$	530,000
Escalation (3%/Year for 1 Year)	\$	159,000

TOTAL CONSTRUCTION COST (Includes Contingency and Escalation)	\$	5,989,000
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Incidental Costs 16% (Fees, Legal, Furniture, etc.)	\$	958,240
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TOTAL PROJECT COST (Includes Construction Costs and Incidental Costs)	\$	6,947,240
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Simply Ingram
Sources & Uses

Sources:	Construction thru PIS (June 2021)	Perm & Part 3 (Jan 2022)	NYS Refunds (Sept 2022)
	850,000 HTC	850,000	850,000
	6,000 Ingram acquisition equity	6,000	6,000
	150,000 Ingram add'l equity	592,260	1,716,260
	- Grants	2,650,000	2,650,000
	3,514,260 Bridge loan- grants & Ingram's credits	1,124,000	-
	2,502,750 Debt	2,502,750	2,502,750
	<u>7,023,010</u>	<u>7,725,010</u>	<u>7,725,010</u>
Uses:			
	6,000 Building	6,000	6,000
	180,510 Construction loan interest	180,510	180,510
	100,000 General requirements	100,000	100,000
	75,000 Site utilities	75,000	75,000
	125,000 Sitework	125,000	125,000
	175,000 Demolition	175,000	175,000
	125,000 Plaster/water damage	125,000	125,000
	200,000 Structural reinforcing	200,000	200,000
	400,000 Roofing	400,000	400,000
	250,000 Façade	250,000	250,000
	350,000 Doors & Windows	350,000	350,000
	950,000 Finishes	950,000	950,000
	150,000 Elevator	150,000	150,000
	100,000 Kitchen equipment	100,000	100,000
	1,050,000 HVAC	1,050,000	1,050,000
	360,000 Plumbing	360,000	360,000
	240,000 Fire Protection	240,000	240,000
	750,000 Electrical	750,000	750,000
	430,000 Contingency & design	430,000	430,000
	174,900 Construction management	174,900	174,900
	100,000 Architect & engineer	100,000	100,000
	100,000 Loan closing costs	100,000	100,000
	50,000 SIDA costs	50,000	50,000
	75,000 Attorneys & accountants	75,000	75,000
	100,000 Soft costs contingency	100,000	100,000
	150,000 Interest reserve	150,000	150,000
	135,000 Operating reserve	135,000	135,000
	121,600 Castle/603 FFE	121,600	121,600
	- Developer fee	702,000	702,000
	<u>7,023,010</u>	<u>7,725,010</u>	<u>7,725,010</u>

AGREEMENT TO AMEND CONTRACT

This **AGREEMENT TO AMEND CONTRACT** (this "**Agreement**") is made by and between **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a New York not-for-profit corporation having an office at 431 E. Fayette St., Suite 375, Syr., NY 13202 ("**Seller**") and **SIMPLY INGRAM, LLC**, a New York limited liability company with an address of 4383 Colburn Dr., Syr., NY 13215 ("**Buyer**"). Seller and Buyer may be referred to collectively herein as the "**Parties**" and individually as a "**Party**." For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Buyer and Seller are parties to the Contract to Purchase that Buyer executed on September 9, 2020 and Seller executed October 1, 2020 (the "**Contract**") concerning the real property known as 2110-12 South Salina Street in the City of Syracuse and as City of Syracuse Tax Map Parcel 084.-24-25.0. Capitalized Terms in this Agreement shall have the meaning ascribed to them in the Contract unless separately defined in this Agreement.

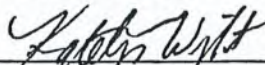
2. Pursuant to Section 7 of the Contract, the Contract required Buyer to provide Seller with the following on or before October 1, 2021 (collectively, the "**Contingencies**"): (a) evidence of financial ability to complete the Development Plan; (b) the Use Variance; and (c) the Certificate of Appropriateness.

3. The Parties agree the deadline for the Contingencies identified in Section 7 of the Contract is extended to July 1, 2022.

4. This Agreement may be executed in counterparts. Electronic versions of this agreement, including electronically executed versions (DocuSign, Adobe Sign, etc.) shall constitute originals for all purposes.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below.

**GREATER SYRACUSE PROPERTY
DEVELOPMENT CORPORATION**


By: Katelyn E. Wright
Its: Executive Director

12/29/21
Date

SIMPLY INGRAM, LLC


By: Evelyn Ingram
Its: Sole Member

12-29-21
Date