PLEASE TYPE OR PRINT (LEGIBLY)

Tax map Section: Ol7, Block: O6 Lot: O1 Zoning District: BA
1. Address of subject property: 500 - 524 Butternut St.
2. Year property was purchased by current owner: 1950's
3. Applicant/Contact information: a. Owner(s) (current titleholder): Name(s): Butternut Real Estate Corp.
Mailing Address: 5081 Pine Valley Dr. Fayetteville, N.Y. Zip: 13066 Daytime phone number: 315.663.2444 home phone number:
e-mail (alternate contact for additional information request): daielle corcompanies. Com
b. Contract Purchaser(s) , Lessee X, or Co-applicant (if applicable) *note: Copy of contract to purchase must be included with application if this Contract Purchaser or Lessee applies.
Name(s): The Vineyard Church
Mailing Address: 312 Lakeside Rd, Syracuse, N.Y.
Zip: 13209 Home phone number: Day Phone: 315. 407.8463
e-mail (alternate contact for additional information request): Shelly e vineyardny.org c
.Representative: Attorney, Architect, Contractor, Other (Only if involved in this application)
Name(s):
Mailing Address:
Zip: Telephone number:
4. Current Use of Property: (i.e., 2 family dwelling, grocery store, etc.): Space is currently vacant.
Previously used as offices and classrooms for InterFaith Works.
Proposed use and occupancy: Church
Current number of onsite (off-street) parking spaces: 94
Proposed number of onsite (off-street) parking spaces:

1300 (

JAN 28 2019

avs and ho	ours of operation	on (for any bus	iness uses):	Churc	L Se	vvices	Sunday	11:00
During	the week	Occapional	classes.	Office	hours	M-F	9-5.	
plain in c	detail what (if	any) new additio	ons or construct	tion is pro	posed o	on the si	te:	no volente populario e susce
1	lone							

Reason for request:

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

Use additional sheets of paper to present proof if necessary. We are requesting an area variance that would allow us to operate a church in the vacant space at 500-524 Butternut St. The addition of the church would cause the allowed parking in the plaza to be exceeded. The only time that the church might need those spaces (and only at maximum attendance) would be on Sundays between Ilam and I pm. Otherwise, there will be occasional use of the church building at other times during the week for classes and small group meetings. As a church, we have spent over a year looking for the right space on the Northside to meet our needs and believe that this property would be perfect for us.

* We will be prepared to show that there is very limited use of the plaza parking lot on Sundays before I pm so plaza businesses should not be negatively impacted.

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

DECLARATION

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

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

CURRENT PROPERTY OWNER SIGNATURE

As listed on the City of Syracuse Tax Assessment Roll. If not listed as the owner on the current rolls, please include a proof of ownership, for example, a copy of the deed. Attorney's signing on behalf of the owner must include a one page letter describing the legal representative arrangement. Architects, engineers, contractors, tenants, etc. cannot sign on behalf of the property owner. If property owner is a Corporation or an Organization, then the person signing must provide verification they are a member of such, and can sign on the owners' behalf.

CURRENT PROPERTY OWNER SIGNATURE	- 9- 9 DATE
Please legibly PRINT SIGNATURE NAME and TITLE	

JAN 28 2 MAL

201 E. WASHINGTON STREET — ROOM 101 SYRACUSE, NEW YORK 13202-1430

DENIAL OF PERMIT

:

REFERENCE ADDRESS 500.24 Summerly ST.	
	WARD NO
OWNER Bonestor Plaza, Lic.	
OWNER'S ADDRESS 5081 PILE VALLEY DRIVE	
FAVETTEVILLE, NY	
CONTACT: SHELLY JOHNSON - 1.315.407.8	BYG3 TELEPHONE
APPLICATION FOR PERMIT TO:	
erect (). convert ()	maintain () operate (x)
CHURCH & BUSINESS WITHOUT ADEQUATE PERVICE	EVO PARKHA.
DENIED UNDER ARTICLE (s)	
	ce for the following reasons:
1	
D PLANS ATTACHED, APPROVED BY. ON	LOCATION OF REFERENCE ADDRESS ASSESSOR'S ATLAS
SURVEY ATTACHED	BOOK (S) NO.
ZONING REVIEWED BY	PLATE (S) NO.
C ZOMMA MEANER D.	PARCEL (S) NO.
DATE Jalan 28 2019 SIGNATU	JRE

JAN 2 8 2019

617.20 Appendix B Short Environmental Assessment Form

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: Viweyard Church Project Location (describe, and attach a location map):			
Project Location (describe, and attach a location map):			
500-524 R. H. + 6+		ř.	l.
Brief Description of Proposed Action: Putting a Church in an exprision the 2rd Floor of a Strip m	ting Space of 10,	000	S.F.
Name of Applicant or Sponsor:	Telephone: 315 - 407 - 8	463	
Vineyard Church	E-Mail: Shelly@ Viney.		1.019
Address: 312 Lakeside Rd	,		
City/PO: Syracus	The second secon	Code:	>
Does the proposed action only involve the legislative adoption of a plan, I administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and may be affected in the municipality and proceed to Part 2. If no, continue to	the environmental resources that	NO NO	YES
2. Does the proposed action require a permit, approval or funding from any	other governmental Agency?	NO	YES
If Yes, list agency(s) name and permit or approval: 20119 permit			本
b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned	acres 327.6 × 248.8 acres acres		
4. Check all land uses that occur on, adjoining and near the proposed action Urban Rural (non-agriculture) Industrial Comm Forest Agriculture Aquatic Other Parkland	nercial Residential (suburban)		

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?		\times	
b. Consistent with the adopted comprehensive plan?			
6. Is the proposed action consistent with the predominant character of the existing built or natural		NO	YES
landscape?		L	X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Al If Yes, identify:	rea?	NO	YES
		X	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
h. And much lie transportation comics (s) sysilable at an page the site of the proposed action?		X	
b. Are public transportation service(s) available at or near the site of the proposed action?			X
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed ac	tion?		\bowtie
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:		NO	YES
The proposed detect with encode requirements, describe design retained and retained gives		X	
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
		NO	IES
If No, describe method for providing potable water:	TOWN B		X
		NO	YES
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:			X
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic		NO	YES
Places?		X	
b. Is the proposed action located in an archeological sensitive area?			H
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain	in	NO	YES
wetlands or other waterbodies regulated by a federal, state or local agency?		X	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	•	X	
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		apply:	
Shoreline Forest Agricultural/grasslands Early mid-success	ional		
Wetland Urban Suburban 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed	-11-30 -0030	NO	YES
by the State or Federal government as threatened or endangered?		X	
16. Is the project site located in the 100 year flood plain?		NO	YES
10. Is the project site located in the 100 year noon plant.		X	
17. Will the proposed action create storm water discharge, either from point or non-point sources?		NO	YES
If Yes, a. Will storm water discharges flow to adjacent properties? NO YES		\boxtimes	
	>0		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drain If Yes, briefly describe:	ns)?	1	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain purpose and size:	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	X	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE KNOWLEDGE		F MY
Applicant/sponsor name: John Elmer Signature: John Elmer Date: 1/14/19	7	
*		
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of questions in Part 2 using the information contained in Part 1 and other materials submitted by the project spon	sor or	

otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	Ø	
11. Will the proposed action create a hazard to environmental resources or human health?	X	

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

Check this box if you have determined, based on the information that the proposed action may result in one or more potential.	rmation and analysis above, and any supporting documentation, entially large or significant adverse impacts and an
environmental impact statement is required.	
Check this box if you have determined, based on the info that the proposed action will not result in any significant	rmation and analysis above, and any supporting documentation, adverse environmental impacts.
Vineyard Church Name of Lead Agency	1/14/19
Name of Lead Agency	Date
John Elmer	President
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Ja Eli	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



January 2019

To The Zoning Board of Appeals:

The Vineyard Church in Syracuse was started in 1992. Since that time, the church has grown to include 4 sites around Central NY. Through this time of growth, our mission has remained the same; to share the simple love of God to our friends and neighbors and to serve people in their need. The church currently runs food programs (in the community and schools), recovery groups, tutoring classes and much more. In 2016, we felt strongly to start our 5th church site on the Northside. We spent more than a year considering properties in the area that became available and finally found one at 500-524 Butternut St that would meet our needs.

We are proposing to renovate space that has been vacant for 4 years in the plaza above the Family Dollar Store at 500-524 Butternut St. It would include a lobby, sanctuary, children's classrooms and meeting rooms. Since the property was previously occupied by a not-for-profit, many of the classrooms and meeting spaces are already in place. A weekly church service would be held from 11:30am-12:30pm on Sundays. Classes and small groups would meet at different times throughout the week. Generally, office hours would be Monday-Friday from 9-5 with two employees on the premises. Access for the church would be gained from the side of the building facing McBride St.

The area variance we are applying for is required because the addition of the church would cause the parking allowances in the plaza to be exceeded. However, in addition to the parking spaces that are in the lower plaza area, there is an unused parking area in the back of the building (room for 22 cars) as well as 16 usable, stripped parking spaces along the side (that are inadmissible since they are on the right of way). The unused parking areas would generally be sufficient for the church's needs with the exception of the time the church meets on Sunday morning. There is also on-street parking available (should it ever be needed) on both McBride and Laurel Streets as most of the residences have their own driveways.

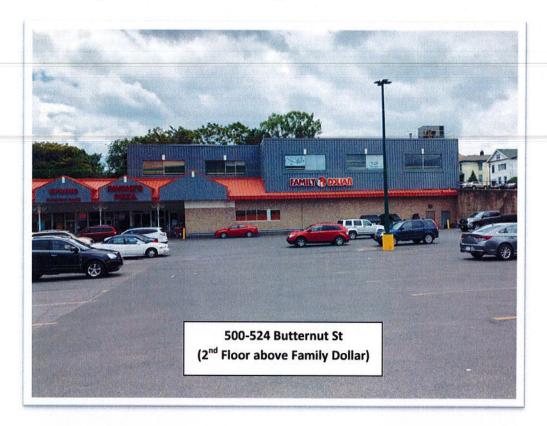
We are eager to move forward with plans we have to serve the Northside and hope to be able to proceed with our plans at this location. We have an agreed upon lease that is in danger of being lost with further delay so we thank you for your consideration to grant us this variance.

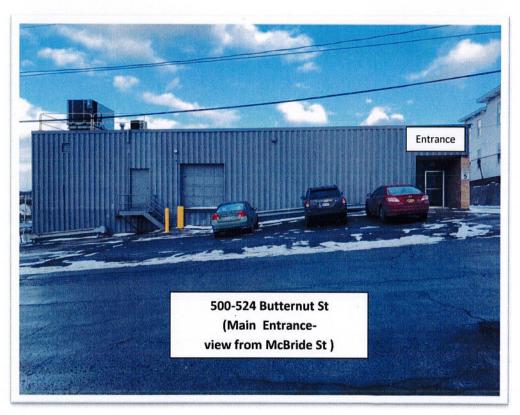
Very Truly Yours,

John Elmer

Pastor

Vineyard Church Proposed Northside Site

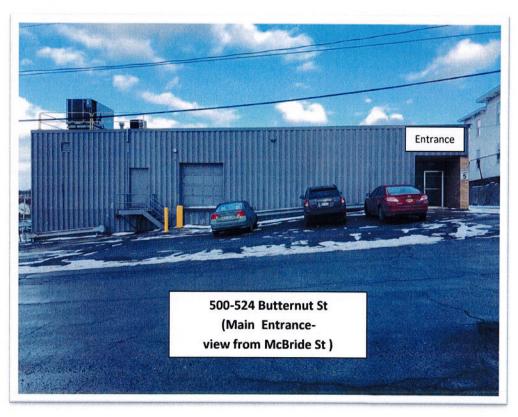




JAN 2 8 2019

Vineyard Church Proposed Northside Site





JAN 28 2019



LEASE

PARTIES

This agreement made this ____ day of July 2018, by and between **Butternut Real Estate Corporation**, a New York Corporation with offices at 5081 Pine Valley Drive, Fayetteville, N.Y. 13066, (hereinafter referred to as "Lessor") and **The Vineyard Church**, **LLC** a limited liability company organized under the laws of the State of New York and having it's usual place of business at 312 Lakeside Road, Syracuse, New York 13209 (hereinafter referred to as "Lessee").

2. LESSEE REPRESENTATIONS

Lessee represents and covenants that it is a "Limited Liability Company" within the meaning of §102(m) of the Limited Liability Company Law of the state of New York and that it currently is and throughout the term of this Lease shall be authorized to do business in the state of New York. The person executing this Lease on behalf of the Lessee further covenants, represents and warrants that (s)he is a member of Lessee and is duly authorized to execute, acknowledge and deliver this Lease to Lessor on behalf of the Lessee.

3. LEASED PREMISES

Lessor leases to Lessee and Lessee leases from Lessor a unit being approximately 9,835sq. ft. (the "Premises" hereinafter"), located on the second floor of the shopping plaza known as Butternut Plaza at 808 N. McBride Street, Syracuse, New York 13208.

4. PURPOSES

Premises are to be used and occupied by the Lessee only for use a church and its normal activities, and as administrative offices related thereto and for no other purpose.

Lessee expressly acknowledges that Lessor is contractually bound to prohibit certain uses by tenants of the shopping plaza. It is expressly understood that under no circumstances shall Lessee use the Premises in a manner other than those specified above.

If Lessee uses the Premises in any manner other than the one specified above, Lessor shall have the right to terminate this Lease upon fifteen (15) days written notice to Lessee, in addition to all other rights and remedies reserved to the Lessor under this Lease.

5. TERM

Lessor leases Premises to Lessee for a term of seven (7) years and five (5) months

6. **BASE RENT**

Throughout the remaining term of this Lease, Tenant shall pay Landlord a fixed annual rental in equal monthly installments as follows:

PERIOD	BASE MONTHLY RENT
September 1, 2018 \rightarrow November 30, 2018	-0-
December 1, 2018 → January 31, 2019	\$1,434.27
February 1, 2019 → January 31, 2021	\$2,868.54
February 1, 2021 → January 31, 2023	\$3,688.13
February 1, 2023 → January 31, 2026	\$4,507.71

All payments shall be made in advance, without previous demand therefore. All rent shall be paid on or before the fifth of each month and shall be mailed no later than the first day of each month to "Butternut Real Estate Corporation, P.O. Box 120, Manlius, New York 13104." If said monthly rent is not received by the Landlord on or before the fifth day of each month, Tenant agrees to pay Landlord a late charge as provided in below.

Lessee shall pay Lessor the first month's rent (for the month of December 2018) in the amount of One Thousand Four Hundred Thirty Four Dollars and Twenty Seven Cents (\$1,434.27) upon execution of this Lease.

COMMON AREAS

Back Purst 7. Lessor shall maintain the Common Areas of the property and building on and in which the Premises are located. Lessee shall not be required to contribute to the cost of maintaining the Common Areas. The term "Common Areas" means all areas and facilities outside the Premises, within and without the building within which the Premises are situated that are provided and designated by Landlord from time to time for the general use and convenience of Lessee and of other tenants of the plaza within which the Premises are situated (and their respective representatives and invitees) and shall include; pedestrian walkways, landscaped areas, sidewalks, service corridors, stairways, loading areas and, parking spaces and roads.

8. **TAXES**

Lessor shall at its sole cost pay all real property taxes and assessments of state, county, city and school governments which may be levied, assessed, or charged against the property on which the Premises are situated.

9. INSURANCE ESCALATION

In the event that the insurance premiums or charges of the Lessor on the entire building of

which Premises are a part shall be increased by reason of a change in the use of Premises herein by Lessee, Lessee shall reimburse the Lessor for the full amount of said increase.

10. LATE CHARGE

Lessees shall pay Lessor a late charge of **two** percent (2%) of any rent which remains unpaid **fifteen** days after it becomes due.

11. UTILITIES AND RELATED SERVICES

Lessee shall cause all utilities to be used at the Premises (including, but not limited to gas/oil, water, electricity and rubbish removal service) to be placed in its name only, and to timely pay all bills relating to said utilities as they are rendered to it.

Lessee shall cause all utilities to be placed in its name only and shall provide proof of same to Lessor no later than seven (7) days prior to taking possession.

12. MECHANIC'S LIENS

Lessee shall keep the Premises, other improvements and the land of which the Premises are a part free and clear of all mechanics liens resulting from construction and/or alterations and improvements done by or for Lessee. Any mechanic's lien or order for the payment of money filed against the building, other improvements and the land of which the leased Premises are a part for work claimed to have been done for, or for materials claimed to have been furnished to Lessee shall be discharged by Lessee within ten (10) days after filing of such mechanic's lien by bonding as required by law or in any other lawful manner.

13. MAINTENANCE AND REPAIRS

At all times during the term of this Lease, Lessee shall maintain the Premises in first class condition and repair at its sole cost and expense. As used in this paragraph, the term "maintain" shall include; removing all rubbish from the premises, any necessary repairs to the leased Premises which are of a non-structural nature, all necessary replacements, renewals, alterations, painting and additions to the internal portion of the Premises including, but not limited to floors, floor coverings, walls, ceilings, doors, windows and lighting fixtures. Lessee shall also maintain all plumbing, sewer lines, heating and air conditioning units, electrical systems and all appliances servicing the Premises. All repairs and maintenance performed by Lessee and any equipment purchased by Lessee shall be of at least equal in quality and class to the original work or equipment.

At the end of the term, Lessee shall peacefully quit and surrender said Premises including the exposed plumbing, lighting fixtures, furniture, fixtures and equipment located in the Premises in first class condition and repair, ordinary wear and tear only excepted. It shall be Lessee's responsibility, at its cost, to repair, or replace any such items which become inoperable or broken during the term of this Lease (other than items that become inoperable or broken due to the Lessor's act). If Lessee fails to leave the aforementioned items in such condition, Lessor may repair and/or replace any of such items not left in such condition and charge the Lessee therefor. Any charge made by Lessor for such replacement and/or repair shall be paid by Lessee within ten (10) days after receipt of the invoice therefor.

During the term of the Lease, the Lessor shall be responsible for all reasonably necessary maintenance and repairs to the roof area, structure, foundation, exterior and outside walls of the building within which the Premises are located, as deemed necessary by the Lessee.

14. CONDITION OF PREMISES

Lessee shall keep the Premises clean and in good order. Lessee shall not permit containers, debris or any other material to accumulate outside Premises. Lessor shall keep the area(s) adjacent to the entrance(s) of the Premises free from ice, snow and debris. If Lessee fails to comply with the provisions of this paragraph, Lessor may correct the condition and charge the reasonable costs thereof to Lessee as additional rent, in addition to all other rights and remedies reserved to Lessor under this Lease.

SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Lessee on any part of the Premises (other than the interior thereof) or the building of which the Premises are a part without the prior written approval and consent of the Lessor, which consent shall not be unreasonably withheld. Any request for the installation of a sign shall be accompanied by detailed plans and specifications, estimated costs of the proposed sign and the identity of the contractors. In addition, any sign to be installed shall be at least equal in quality and class to the other signs at the shopping plaza at the commencement of this Lease, shall be consistent with the character and design of other signs at the shopping plaza and must conform to any applicable regulations or laws.

16. ALTERATIONS, IMPROVEMENTS

Lessee shall not make any alterations or improvements to Premises without the Lessor's prior written approval and consent, which consent shall not be unreasonably withheld. In the event that Lessee desires to make any such alterations or additions, Lessee's request to Lessor for permission to do the same shall be accompanied by detailed plans and specifications prepared by a licensed architect and/or engineer, estimated costs of the proposed alterations and the identity of the contractors, all of which shall be at least equal in quality and class to the construction existing at the commencement of this Lease and consistent with the character, integrity and design thereof. All such improvements to which Lessor consents must be done in a good and workmanlike manner and in compliance with all, local, state and federal codes and completed in such way as to minimize noise and avoid interference with any other Tenants in the shopping plaza. Any alteration or improvement made by Lessee shall remain on and be surrendered with the Premises on expiration or termination of the term of this Lease.

At the expiration or termination of the term of this Lease, Lessee shall remove its trade fixtures from the Premises, and may remove lighting, decorative treatments and shelving supplied by Lessee, if these items can be removed without damage to the Premises.

17. INSURANCE

Lessee shall, at its sole cost and expense, maintain public liability and property damage insurance with liability limits of not less than \$2,000,000 per person and \$2,000,000 per occurrence, insuring against all liability of Lessee and its authorized representatives and invitees arising out of and in connection with Lessee's use and occupancy of Premises.

Lessee shall provide Lessor with a certificate of insurance no later than seven (7) days prior to Lessee's occupancy of the Premises. Lessee shall provide Lessor with additional certificates of insurance throughout the term of this Lease as frequently as necessary so as to demonstrate current and continuous insurance coverage. Lessee's insurance policy (and the aforementioned certificates) shall contain a provision by the insurer that such policy shall not be terminated, cancelled or reduced in coverage without at least thirty (30) days prior written notice to Lessor and said policy (and corresponding certificates of insurance) must *specifically* name Angelo Pavone, Frank Pavone, Pavone Associates and Butternut Real Estate Corporation as additional insureds.

18. GOVERNMENTAL COMPLIANCE

Lessee shall comply with all statutes, ordinances, rules, orders, codes, regulations and requirements of the federal, state and local governments, and of any and all their departments and bureaus applicable to said Premises or to the Lessee's occupation and/or use thereof, for the correction, prevention, and abatement of nuisances, or other grievances, for the prevention of crime, fires, and in all other respects, in, upon, or connected with the Premises or pertaining to the use thereof during said term, at Lessee's sole cost and expense; and shall also promptly comply with all laws, rules, orders, codes, and regulations (including, but not limited to the New York Board of Fire Underwriters, the Fire Insurance Exchange, City of Syracuse, County of Onondaga, State of New York, United States of America and of each and every department, bureau and official thereof), and Lessee shall comply with the Labor Law of the State of New York and the rules, regulations, directives and orders of the Department of Labor at its sole cost and expense. Lessee shall obtain any and all permits necessary to comply with the provisions of this section at its sole cost and expense.

19. ASSIGNMENT

Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises, sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Lessor's prior written consent, which consent will not be unreasonably withheld. Any such assignment, encumbrance, or sublease, without Lessor's prior written consent shall be voidable at Lessor's election, and shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

In the event that Lessor consents to an assignment or sublease as provided above, said assignment or sublease shall be subject to all of the terms and conditions contained in this Lease (including the "purposes" clause contained in ¶4 above). Lessor and Lessee have discussed Lessee's intention to sublease part of the Premises to a third party for use as general office space for the teaching of the English language and for job training. Lessor hereby consents to this sublease, subject to the all of the terms and conditions contained in this Lease and provided that the sub lessee acknowledges its willingness to abide by the terms and conditions of this Lease in writing.

20. DEFAULT

An occurrence of any of the following shall constitute a default by Lessee if not cured within seven (7) days after written notice from the Lessor:

- (a) Failure to pay rent when due as hereinabove provided.
- (b) Use of the Premises for a purpose other than the one specified above.
- (c) Failure to perform any other provisions of this Lease.

In the event of the Lessee's default, Lessor may cure the default in which case any costs and expenses incurred by the Lessor (including, but not limited to reasonable attorney's fees (of \$275 per hour), court costs and maintenance or repair costs) shall be deemed additional rent, or Lessor may lawfully enter the Premises and repossess the same and may dispossess and remove there from any and all occupants and their effects, without being liable for any prosecution or damages therefore, and without prejudice to any other remedies which Lessor may have for arrears of rent or other breach of covenant and all rights of the Lessee to repossess the Premises under this Lease shall be forfeited.

Such re-entry by the Lessor shall not operate to release the Lessee from any rent to be paid or covenants to be performed hereunder during the full term of this Lease. For the purpose of re-letting, the Lessor shall be authorized to make such repairs or alterations in or to the Leased Premises as reasonably necessary to place the same in good order and condition. The Lessee shall be liable to the Lessor for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the re-letting is insufficient to satisfy the monthly or term rent provided in this Lease, the Lessor, at its option, may require the Lessee to pay such deficiency month by month, or may hold the Lessee liable in advance for the entire deficiency to be realized during the term of the re-letting. The Lessee shall not be entitled to any surplus accruing as a result of the re-letting.

As a further inducement to the Lessor to make this Lease and in consideration thereof, Lessor and Lessee covenant and agree that in any action or proceeding brought by either Lessor or Lessee against the other on any matters whatsoever arising out, under, or by virtue of the terms of this Lease, Lessor and Lessee shall and do hereby waive trial by jury. In addition, Lessee hereby expressly waives any right of redemption as the same may be provided by statute, law, rule or otherwise.

No failure by Lessor to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or additional rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition.

In the event of any breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin the breach and shall have the right to invoke any right and remedy allowed at law or in equity by statute or otherwise. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise. Lessee agrees that it shall pay Lessor for all reasonable attorneys' fees (of \$275 per hour), court costs and other reasonable expenses incurred by the Lessor in enforcing and/or defending any action or proceeding by reason of any default by Lessee.

21. SUBORDINATION

This Lease and all the rights of the Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages which may now or hereafter affect the Premises or any part thereof or the building of which Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Lessee agrees that it will, upon demand, execute and deliver such instruments as reasonably necessary to effect more fully such subordinations of this Lease to the liens of any such mortgage or mortgages that shall be desired by any mortgage or proposed mortgagee.

22. INSPECTION BY LESSOR

The Lessor shall at all reasonable times upon reasonable oral notice (except in case of emergency) have access to the aforesaid Premises for the purpose of examining the same, of making necessary repairs or for the purpose of showing the Premises for renting or sale and for a period of ninety (90) days prior to the expiration of initial term of the Lease (or one hundred eighty {180} days prior to the expiration of the Extended Term) shall have the right to post notices upon the exterior of the Premises offering the same for rental. Lessor shall have the right at any time to post notices upon or outside the building or common areas offering the entire building and property for sale.

23. QUIET ENJOYMENT

Lessor covenants that upon Lessee paying the above specified rent and performing and

complying with all terms, covenants aforesaid, Lessee shall and may peaceably have, hold and enjoy the Premises for the term aforesaid.

24. INDEMNIFICATION

Lessor shall not be responsible or liable for any loss, theft, or damage to property or injury to, or death of any person on or about the Premises, resulting from any negligent act or omission of Lessee, and Lessee agrees to indemnify, defend and hold Lessor harmless therefrom. The provisions of this paragraph shall apply to acts or omissions of or by Lessee, Lessee's contractors, invitees, licensees, agents, servants and employees. The provisions of this paragraph shall not apply to any claims, costs, expenses, liabilities, loss or damage resulting solely from Lessor's own negligence or willful misconduct.

25. HOLD OVER

Should Lessee continue to occupy the Premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be from month to month, and in no event from year to year, or from term to term, and such month to month tenancy shall be under all the terms, conditions and covenants of this Lease.

26. NOTICES/ SERVICE OF PROCESS UPON LESSEE

All notices required or agreed to be given hereunder by either party shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the party intended to be notified at the addresses listed below and such mailing shall be deemed sufficient notice under this Lease.

For Lessor

Butternut Real Estate Corporation P.O. Box 120 Manlius, New York 13104

For Lessee	
The Vineyard Church	

For Service of Process upon Lessee

Lessee hereby appoints and authorizes any of its employees or members present at the Premises as agents for the service of process. This paragraph shall not limit Lessor's other options for service of process under New York Law.

27. DAMAGE AND DESTRUCTION

If the Premises are totally or partially destroyed, by fire or other cause, Lessor shall have the option of either repairing or demolishing the Premises at his sole discretion. If the Premises are damaged without the fault or neglect of Lessee or of Lessee's agents, employees, visitors or customers and Lessor elects to repair the Premises, rent shall be apportioned according to that percentage of Premises which are useable by Lessee until repairs are complete. If the Premises are damaged without the fault or neglect of Lessee or of Lessee's agents, employees, visitors or customers and Lessor elects not to repair the Premises, the Lease shall immediately cease and come to an end upon notice to the Lessee as provided below and Lessee shall vacate the Premises and surrender same to Lessor. If Lessee is not in default of the Lease at that time, Lessee's liability for rent shall cease upon the day following the casualty.

If the Premises are damaged due to fault or neglect of Lessee or of Lessee's agents, employees or customers and Lessor elects to repair the Premises, Lessor may repair the Premises without prejudice to any of its other rights of and remedies and without prejudice to the rights of subrogation of Lessor's insurer, and there shall not be any reduction of rent. If the Premises are damaged due to fault or neglect of Lessee or of Lessee's agents, employees or customers and Lessor elects not to repair the Premises, and Lessee is not in default of the Lease at that time, Lessee's liability for rent shall cease upon the Lessee receiving written notice from the Lessor that it elects not to repair the Premises (as provided below), without prejudice to any of Lessor's other rights of and remedies and without prejudice to the rights of subrogation of Lessor's insurer.

In the event of any damage listed in the preceding paragraphs, Lessor will give notice of its decision to repair or not repair the Premises to Lessee within 45 days of the damage. It is understood that no penalty shall accrue for Lessor's reasonable delay in repairing Premises provided that if such repair is not complete within four (4) months of the date of the damage, Lessee may terminate this Lease upon ten (10) days written notice to Lessor. In determining what constitutes reasonable delay, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

It is understood that in no event will Lessor be obligated to expend any sums in addition to the proceeds of any insurance policy maintained by Lessor for the Premises. Regardless of whether Premises are partially or totally destroyed, by fire or otherwise, Lessor shall not be required to restore or be liable for any damaged or destroyed merchandise, personal property, furniture or trade fixtures installed by or belonging to Lessee (or its agents or employees), it being expressly agreed that such loss will be borne by the Lessee.

28. LIABILITY

Lessor shall not be liable for any failure of water or gas supply or electrical current, nor for injury or damage to persons or property caused by the elements or by other tenants or persons in the building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said building, including the roof, or from the pipes, appliances or plumbing works of the same, or from the street, sewers, parking lot or subsurface, or from any other place, nor for interference with light or any other incorporeal hereditament by anyone, or caused by operations by or for a governmental authority in construction of any public or quasi public work, neither shall Lessor be liable for any defect in the building.

29. NON-WAIVER

The failure of the Lessor to insist upon a strict performance of any of the terms, conditions or covenants herein, shall not be deemed as a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default (nor shall it constitute a waiver of the Lessor's entitlement to a late fee); it shall constitute only a waiver of timely payment for the particular rent payment involved.

Lessor's consent or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

Any waiver by Lessor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

30. CONDEMNATION

If the Premises or any part thereof shall be condemned for public use, or if a substantial part of the building shall be condemned for public use, and the Lessor shall elect by notice served on the Lessee to terminate this Lease, this Lease shall terminate upon the condemnor taking possession and Lessee shall remain liable for rent up to such time. Lessee shall assign all rights to and all monies received by Lessee for any part of the award or recovery, for the value of the leasehold damages, or otherwise, and Lessor shall receive the full amount thereof. However, Lessee shall be entitled to any award which is specifically allocated to Lessee's cost of relocation or business interruption.

31. MODIFICATION OF LEASE AGREEMENT

Neither this agreement nor any provision hereof shall be amended or modified or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by

Lessor and Lessee with the same formality as this agreement, except as expressly provided herein.

32. ADDITIONAL RULES

Lessee shall comply with the rules and regulations hereinafter set forth. Lessor shall have the right from time to time to promulgate reasonable amendments and reasonable additional rules and regulations for the safety, care, cleanliness and good order of the Premises, the building in which the Premises are located and all common areas. Upon delivery of a copy of such amendments and additional rules and regulations, and a violation of any of them shall constitute a default by Lessee under this Lease.

The rules and regulations are as follows:

- (a) Lessee and its authorized representatives and invitees shall not loiter in Common Areas and shall in no way obstruct sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits and shall use these only for ingress to and egress from the Premises and Common Areas. The placing of any sign or other object in any Common Areas shall be considered an obstruction within the meaning of this paragraph.
- (b) Lessee and its authorized representatives and invitees shall not make or permit any noise in or outside the building of which the Premises are a part that is annoying, unpleasant or distasteful, or interfere in any way with other tenants or those having business with them.
- (c) Lessee and its authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles as permitted herein. All motor vehicles shall be parked in an orderly manner and in no event shall said vehicles remain in the parking area overnight.

33. SEVERABILITY

The invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

34. ACCEPTANCE "AS IS" AND SURRENDER IN GOOD CONDITION

Lessee is fully familiar with the physical condition of the Premises, the building, the improvements, fixtures and equipment described in this Lease, and Lessee takes the Premises in "as is" condition. Lessor has made no representations whatsoever in connection with he condition of the Premises or of the building, improvements, fixtures or equipment, and Lessor shall not be liable for any latent or patent defects therein.

Lessee accepts the Premises as being in good and sanitary condition and in good repair. Lessee agrees on the last day of the term of this Lease, or its earlier termination, to surrender Premises in the same condition as received, ordinary wear and tear excepted.

35. GOVERNING LAW

This Lease shall be constructed and interpreted in accordance with the laws of the State of New York and the venue for any legal proceedings shall be Onondaga County.

SUCCESSORS

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

37. EXTENDED TERM

Lessee shall have the right to extend its tenancy for a single, additional three (3) year term beginning February 1, 2026 and ending January 31, 2029 (the "Extended Term" hereafter).

Tenancy during the first Extended Term shall be under all of the same terms and conditions set forth in this Lease, except that Lessee shall pay monthly rent in the amount of \$5,327.29. If Lessee elects to exercise either option to extend its tenancy, it must notify Lessor in the manner set forth in section 26 of this Lease on or before August 1, 2025.

38. SECURITY DEPOSIT

Lessee agrees to deposit with Lessor a security deposit in the amount of \$2,868.54 upon execution of this Lease. This deposit will be for the timely performance of each and every obligation of Lessee under this Lease. In the event that Lessee is in default of this Lease, Lessor may apply or retain all or any part of the security deposit to cure the default (including the failure to timely pay rent) or reimburse Lessor for any sum Lessor may pay or become liable for because of the default. In every case of such default, Lessee shall, on demand by Lessor, pay to Lessor a sum equal to the sum so applied and the same shall be added to the security deposit so as to maintain its original amount.

This deposit shall not bear interest during the term of this Lease, nor shall Lessor be responsible for the payment of interest to Lessees at any time.

39. LIMITATION ON LESSOR'S LIABILITY

It is understood and agreed that Lessee shall look solely to the estate and property of Lessor in the building for the satisfaction of Lessee's remedies for the collection of a judgement (or other judicial process) requiring the payment of money by Lessor in the event of any default

or breach by Lessor with respect to any of the terms, covenants and conditions of the Lease to be observed or performed by Lessor, and any other obligation of Lessor created by or under this Lease, and no other property or assets of Lessor or of its partners, beneficiaries, co-tenants, shareholders, members, or principals (as the case may be) shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Lessee's remedies. In no event shall Lessee name Lessor's partners, members, beneficiaries, co-tenants, shareholders or principals to any suit or other proceeding to which Lessee and/or Lessor are a party arising out of or relating to this Lease, unless the naming of such partners, members, beneficiaries, co-tenants, shareholders or principals is required in order to permit the Lessee to obtain jurisdiction over Lessor herein.

The term Lessor as used in this subsection and throughout this Lease shall be limited to mean and include only the owner or owners at the time in question of Lessor's interest in this Lease. Further, in the event of any transfer by Lessor of Lessor's interest in this Lease, Lessor herein named (and in case of any subsequent transfers or conveyances, the then assignor), including its partners, beneficiaries, co-tenants, shareholders, members, or principals (as the case may be), shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements on the part of Lessor.

40. NO RIGHT OF REDEMPTION

Lessee waives any right of redemption as provided by New York State Real Property Actions and Proceedings Law §§761 and 763 or pursuant to any other applicable statue, law, rule or regulation.

41. SEVERABILITY

The invalidity or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid or illegal.

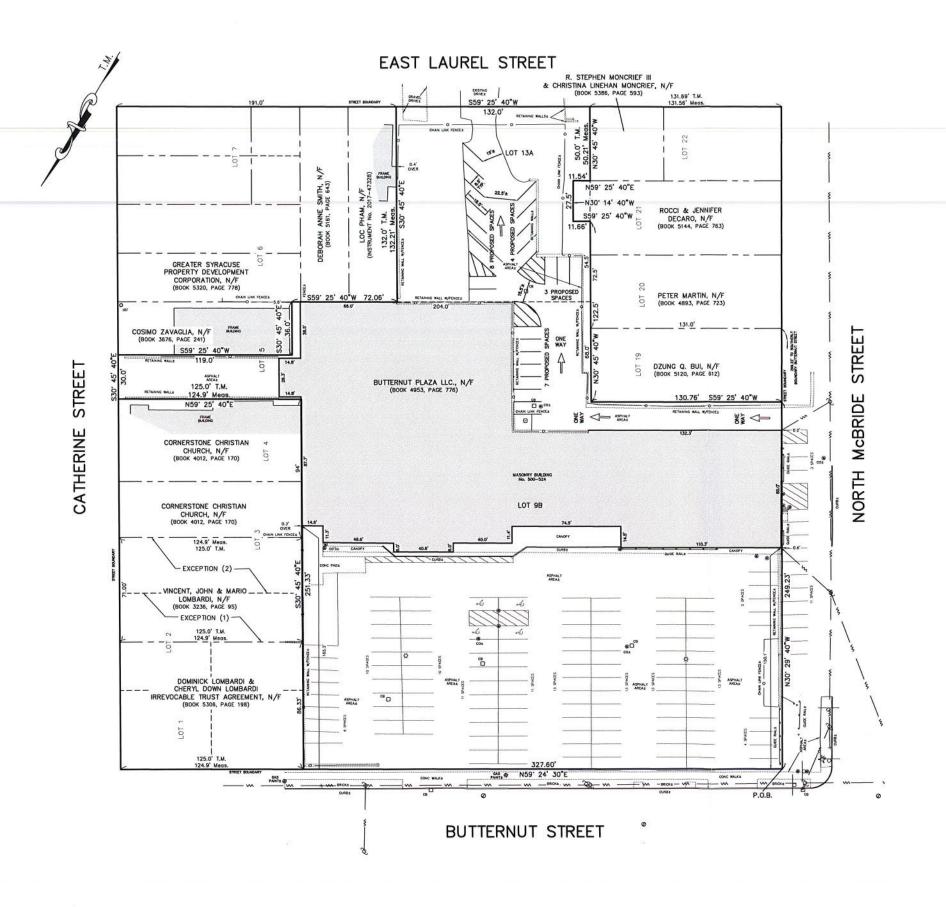
42. BROKERS

The parties acknowledge that there has been a single real estate broker involved in the procurement of this Lease (COR CNY Brokerage Company, LLC) and that there are no other brokers to whom any commission is due. Landlord shall pay all real estate commissions due for the procurement of this Lease directly to COR CNY Brokerage Company, LLC as set forth in a separate written agreement between COR CNY Brokerage Company, LLC and Lessor.

44. ENTIRE AGREEMENT

This Lease, consisting of fourteen (14) pages (including signature pages), contains all the agreements of the parties and cannot be amended or modified except by written agreement as provided above.

BUTTERNUT REAL ESTATE CORP.	
by Angelo Pavone, President	아양아는 맛만 하느님이 아내 많은데, 그대화되면 제일입었다.
of Lessor	
STATE OF NEW YORK	
COUNTY OF ONONDAGA	
On the	2010
On the day of	, 2018, before me personally came ANGELO PAVONE ibed herein as President of and on behalf of BUTTERNUT
REAL ESTATE CORPORATION (the Lessor) and	who executed the foregoing instrument and he acknowledged
to me that he executed the same.	who executed the foregoing instrument and he acknowledged
The second secon	The second secon
	Notary Public
	Trouis Tubilo
and the second section is a second section of the second section in the second section is a second section of the section of	
John Elmer	
Member of The Vineyard Church (Lessee) & Per	rsonal Guarantor of this lease
STATE OF NEW YORK	
COUNTY OF	
On the day of	, 2018, before me personally came John Elmer to me
known and known to me to be the person described he	erein as member of Lessee and personal guarantor of this lease
who executed the foregoing instrument and he acknow	vledged to me that he executed the same.
	Notary Public
	Tromy I dollo





Scale: 1" = 500'

NOTES:

Total area: 116,355,96± sq.ft. or 2.671± acres.
Present Zone: BA Local Business District and RA Residential District Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.

The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)according to Federal Emergency Management Agency National Flood Insurance Pragram Flood Insurance Rate Map Community Panel No. 360595 217 F, Effective date: November 4, 2016.

Flood Insurance Rate Map Community Panel No.
Effective date: November 4, 2016.

Tax Map No. 17.—06-01

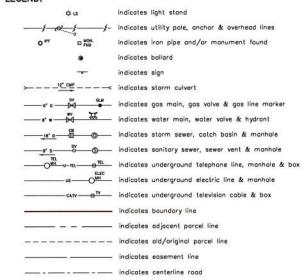
Total number parking spaces: 170 required
111 existing on site
22 proposed on site
Total = 133

TRACT MAP:

By: Jack W. Cottrell, L.S. Date Filed: November 4, 1964 Map No.: 4679

By: B.F. Green, C.E. Date Filed: July 23, 1854 Map No.: 73

LEGEND:



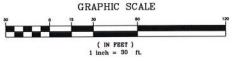
Subject to any statement of facts an accurate and up to date abstract of title will show. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York Sta Education Law.

C.E.P. 551	//EXPURACION 3D Projecta/Oniondaga country/tracts/prospect hell resul lot sa/ony/lot so.
REVISIONS	SITE PLAN-PROPOSED FEATURES
	LOT Nos. 9B & 13A RESUBDIVISION OF LOT 9A PROSPECT HILL PART OF BLOCK No. 275A
	CITY OF SYRACUSE ONONDAGA COUNTY, NEW YORK

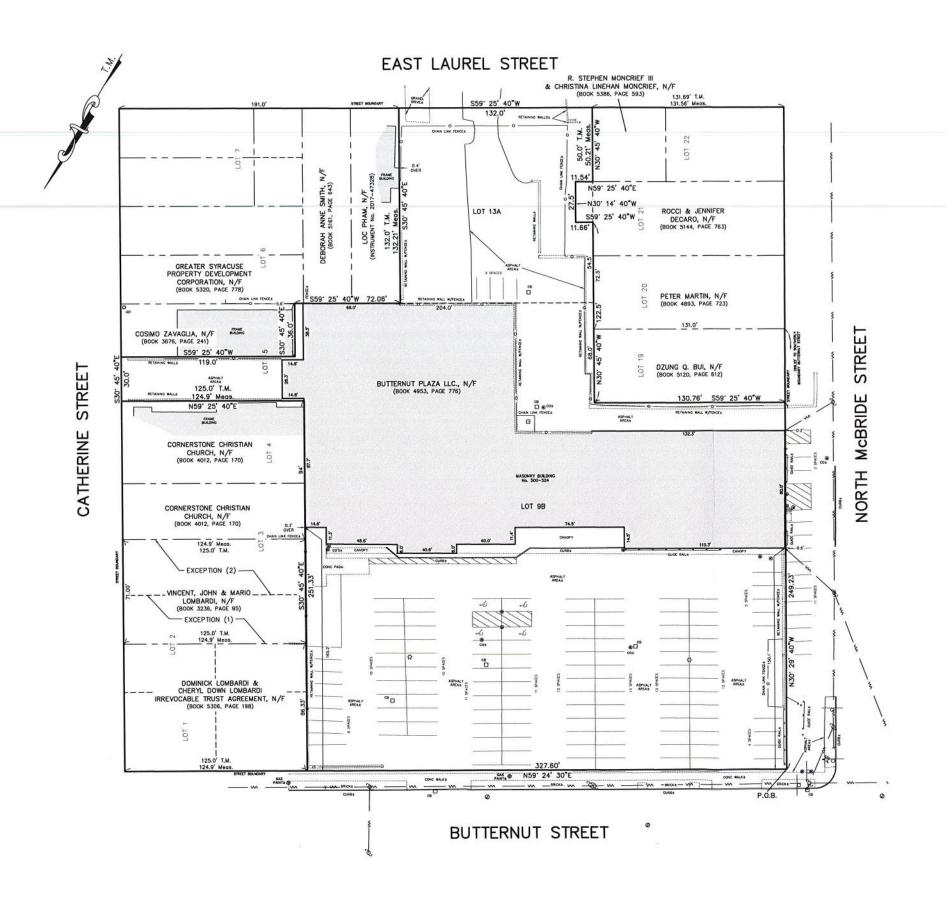


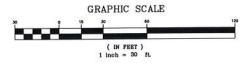
IANUZI & ROMANS LAND SURVEYING, P. 5251 WIZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200 FAX: (315) 457-9251

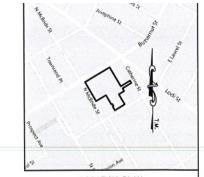
DATE: JANUARY 16, 2019 SHEET No. SCALE: 1" = 30" I OF I FILE No.: 3744.001 F.B. No. 1656



1AN 8 8 7019







LOCATION PLAN Scale: 1" = 500'

NOTES:

Total area: 116,355,96± sq.ft. or 2.671± acres.
Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.

The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) according to Federal Emergency Management Agency National Flood insurance Program Flood Insurance Rate Map Community Panel No. 360595 217 F, Effective date: November 4, 2016.

Tax Map No. 17.—06—01
Total number parking spaces on site: 110 regular 4 handicap

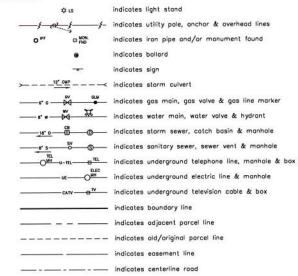
Total number parking spaces off site: 14 regular

TRACT MAP:

By: Jack W. Cottrell, L.S. Date Filed: November 4, 1964 Map No.: 4679

By: B.F. Green, C.E. Date Filed: July 23, 1854 Map No.: 73

LEGEND:

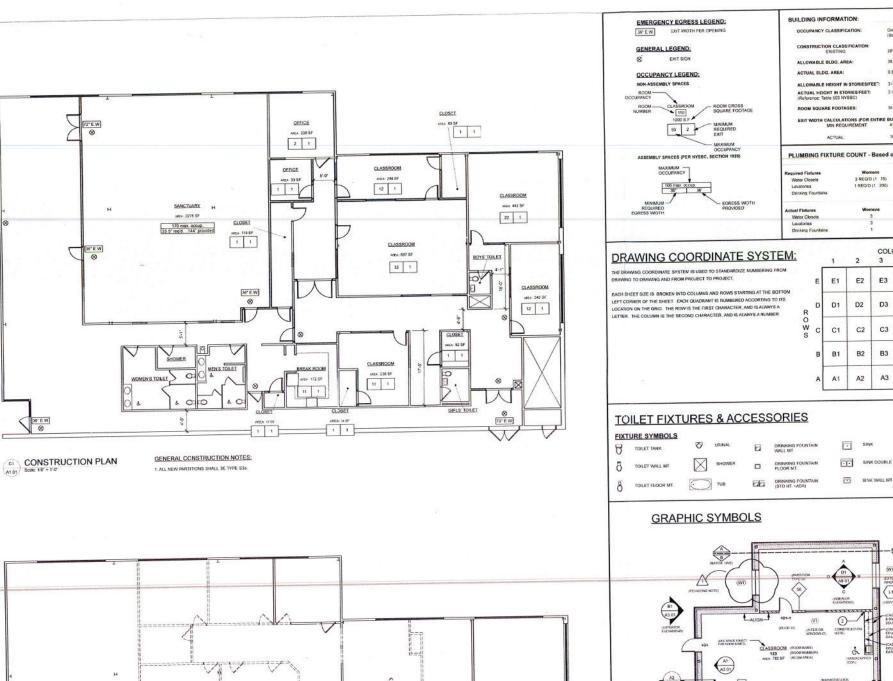


THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT MAP MADE FROM AN ACTUAL SURVEY.

N.Y.S. Licensed Land Surveyor

Subject to any statement of facts an accurate and up to date obstract of title will show.

G.E.P. 551	//SERVER/CHA 3D Projects/ONONDACA COUNTY/TRACTS/PROSPECT HILL RESUB (OT \$A\deg\LOT \$B_13A.deg	
REVISIONS	LOT Nos. 9B & 1 RESUBDIVISION OF LI PROSPECT	OT 9A	OF NEW J. CO. P. O. P.
	PART OF BLOCK No.	11/2	
	CITY OF SYRACUSE		LAND S
	ONONDAGA COUNTY, N	EW YORK	
	IANUZI & ROMANS LAND SURVEYING, P.C.	DATE: JANUARY 16, 2019	SHEET No.
	5251 WITZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200	SCALE: 1" = 30'	
	FAX: (315) 457-9251 EMAIL: mail@romanspe.com	FILE No.: 3744.001	F.B. No. 1656

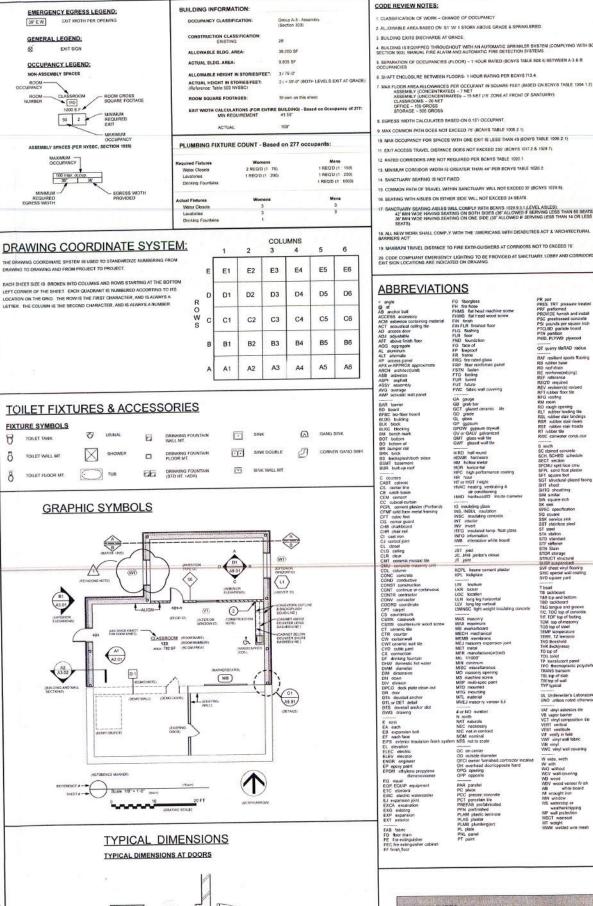


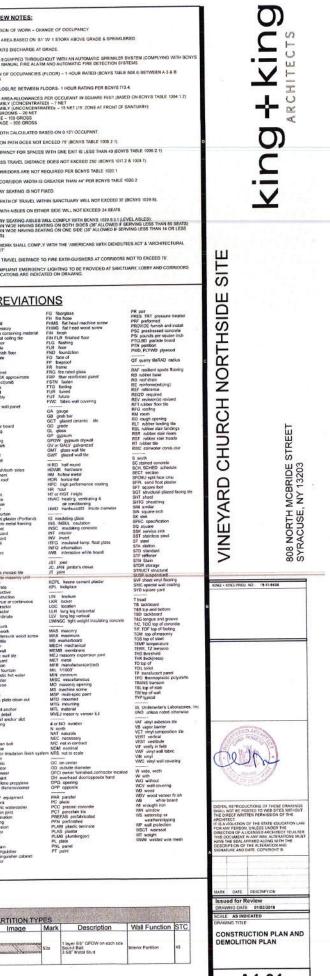
GENERAL DEMOLITION NOTES:

REMOVE ALL PARTITIONS, DOORS, AND WALL MOUNTED ITEMS AS SHOWN, ALL ELECTRICAL IN DEMOUSHED WALLS TO BE REMOVED BACK TO NEAREST PANEL OR WALL BOX IF SCULENTIAL).

2 SALVAGE ALL CEILINGS AND REINSTALL AFTER COMPLETION OF NEW WOR 3. REMOVE ALL FLOORING COMPLETE. REPLACE WITH CARPET

DEMOLITION PLAN





KCPL keene cement plaste KPL kickplare

IPT Likelpaker

LIM Incolumn

MAS Imacorry

MAX macorrumn

MECH mechanical

MEMB meritanical

MEMB meritanical

MEMB meritanical

MEMB meritanical

MEM medical

or NO number N north NAT naturals NEC necessary NIC not in contract NOM nominal in NTS not to scale

PARTITION TYPES

UL Underwider's Labor UNO unless noted other

A1.01

JAN 28 2019