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LOCAL LAW NO. 2 - 2008

A LOCAL LAW AUTHORIZING THE SALE OF COUNTY PROPERTY LOCATED IN THE TOWN OF SALINA TO DESTINY USA RESEARCH AND DEVELOPMENT PARK, LLC AND PROVIDING FOR THE LEASE OF A PORTION OF THAT PROPERTY BACK TO THE COUNTY

BE IT ENACTED BY THE ONONDAGA COUNTY LEGISLATURE OF THE COUNTY OF ONONDAGA, NEW YORK, AS FOLLOWS:

Section 1. The County of Onondaga is the owner of approximately 50.92 ± acres of property located in the Town of Salina as shown on a map entitled "Proposed Town of Salina Research and Development Park" and as also set forth in the legal description entitled "Conveyance of Onondaga County Property, Ley Creek – 7th North Street, Town of Salina" (the "property"), both on file with the Clerk of the Onondaga County Legislature.

Section 2. Destiny USA Research and Development Park, LLC ("purchaser") has expressed an interest in acquiring said property for use as a Research and Development Park for a consideration of one hundred thousand ($100,000.00) dollars, of which seventy-seven thousand ($77,000) dollars shall be paid as a non-refundable sum at the time of contract execution, and of which twenty-three thousand ($23,000) dollars shall be paid at the closing on said property. Said purchase price reflects the obligations of purchaser to hold harmless, defend and indemnify the County from any claims arising from hazardous material on the property and the obligations of purchaser to remediate the property as provided for herein.

Section 3. Said property is no longer needed for County purposes, and it is the desire of the County to transfer said property subject to conditions provided for herein and to lease back a portion of said property as provided for herein.

Section 4. The County hereby transfers to Destiny USA Research and Development Park, LLC the property consisting of approximately 50.92 ± acres located in the Town of Salina, as shown on the aforesaid map and legal description, for a consideration of one hundred thousand ($100,000.00) dollars as provided for hereinabove for use as a Research and Development Park, subject to any easements of record, reserving to the County any and all other and additional easements necessary and satisfactory to the County, reserving to the County easements for ingress and egress to the Metropolitan Water Board facility and Water Environment Protection facility located on the property, and reserving an easement for ingress and egress for the Onondaga County Resource Recovery Agency ("OCRRA") as provided for herein. The transfer of said property is subject, inter alia, to the following conditions:

a. The purchaser having agreed and executed appropriate documents to provide for the existing recorded easement for ingress and egress reserved for OCRRA to be a joint easement with Onondaga County which the County shall maintain as a public access road for, among other purposes, the unobstructed ingress and egress to and from the OCRRA facility for OCRRA purposes including public access, such that the County, in addition to OCRRA, shall have the right to enforce the terms of said easement including the right to remove any obstruction or impediment to ingress and egress caused by purchaser, its agents or employees at the sole cost and expense of purchaser, and shall have the right to pursue any and all remedies at law or in equity; and

b. The purchaser having agreed and executed appropriate documents to hold harmless, defend and indemnify the County from any and all claims arising from any hazardous material located on the property, excluding indemnification of any claims for damages to natural resources, and excluding indemnification of

any claims arising from County and/or OCRRA operations taking place on the leased portions of the property during the lease back period as provided for in subsections d and e hereinbelow. In the event the County exercises the option to purchase as provided for in such subsection d, the purchaser shall no longer have the obligation to hold harmless, defend and indemnify the County with respect to claims for the property so purchased; and

c. The purchaser having agreed and executed appropriate documents to pay for any and all costs associated with the investigation and remediation of hazardous material on the property that the purchaser undertakes on its own accord and/or as purchaser is required to undertake by a governmental regulatory authority, excluding any remediation purchaser is required to undertake by a governmental authority resulting from County and/or OCRRA operations taking place on the leased portions of the property during the lease back period as provided for in subsections d and e hereinbelow. In the event the County exercises the option to purchase as provided for in such subsection d, the purchaser shall no longer have the obligation to remediate the property so purchased; and

d. The purchaser having agreed and executed appropriate documents to lease back to the County for a term of ninety-nine years at a consideration of one ($1.00) dollar per year, payment waived, that portion of the property consisting of and to be used for the roadways ("roadways"), that portion of the property consisting of and to be used for operating, repairing, maintaining and expanding the Metropolitan Water Board facility ("MWB site"), and that portion of the property consisting of and to be used for operating, repairing, maintaining and expanding the Water Environment Protection facility ("WEP site"), as are identified on the map on file with the Clerk of this Legislature, which leases may be terminated by the parties in the event the County ceases to use said properties for such purposes, said documents further providing the County the option to purchase said roadways, MWB site and/or WEP site at a consideration of one ($1.00) dollar payment waived upon one year prior written notice to the purchaser, subject to the further approval of said purchase by this County Legislature; and

e. The purchaser having agreed and executed appropriate documents to lease to OCRRA approximately 0.79 +- acres of the property as identified on a map on file with the Clerk of this Legislature, to be used by OCRRA for parking, drainage and OCRRA purposes, which lease shall be for a term of ninety-nine years at a consideration of one ($1.00) dollar per year, payment waived, and may be terminated by the parties in the event OCRRA ceases to use said property for such purposes; and

f. The purchaser having agreed and executed appropriate documents to provide that the closing on said property shall occur no later that thirty-six (36) months after approval of this local law by the County Executive; and

g. The purchaser having agreed and executed appropriate documents to provide that prior to the closing, no rights to the aforementioned property may be assigned by the purchaser to any entity other than a Destiny USA entity, except as may be required for purposes of any PILOT agreement; and

h. The purchaser having agreed and executed appropriate documents to provide evidence of financial ability to hold harmless, defend and indemnify the County as provided for herein and evidence of financial ability to undertake the proposed use of the property, as the same may be deemed necessary or appropriate by the County; and

i. The purchaser having agreed and executed appropriate documents to provide that any future costs incidental or associated with the transfer and development of the property (payable to entities external to Onondaga County including any contractors engaged by or on behalf of the County), including but not limited to surveys, abstracts, title insurance, transfer taxes, curb cuts, traffic control devices, relocating any pipes and

conveyances, shall be at the sole cost and expense of the purchaser.

Section 5. Destiny USA Research and Development Park, LLC has indicated that the transfer of said property is contingent upon the execution of a mutually acceptable payment in lieu of tax (PILOT) Agreement by Destiny USA Research and Development Park, LLC and the appropriate parties in connection with the Research and Development Park.

Section 6. The County hereby leases from Destiny USA Research and Development Park, LLC for a term of ninety-nine years at a consideration of one ($1.00) dollar per year, payment waived, the property consisting of and to be used for roadways, the Metropolitan Water Board facility, and the Water Environment Protection facility, as are identified on the map on file with the Clerk of this Legislature.

Section 7. The Onondaga County Executive hereby is authorized to execute any and all documents to transfer the property and lease back certain portions of said property, and to implement the intent of this local law.

Section 8. This local law supercedes Section 215 of the County Law.

Section 9. This local law shall expire and be of no further force and effect if closing on the property is not completed on or before the date which is thirty-six (36) months after approval of this law by the Onondaga County Executive.

Section 10. This local law shall be filed and take effect in accordance with provisions of the Municipal Home Rule Law and is subject to a permissive referendum.

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ONONDAGA COUNTY
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ADOPTED
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I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th **DAY OF** February, 2008.

Deborah L. Mahoney

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK