

Major improvements to 139 Lewis Ave.

Syracuse, New York 13224

08/2009 Oak floating floor living room & part dining room \$1,800.00

06/2009 95% efficient gas furnace and central air 1st floor (10 year parts and labor full warranty )  
and gas fireplace insert. \$6,847.00 Total

exterior foundation scrapped wire mesh base coat and beige color finish coat 3 inches below grade.

4 basement windows and 2 glass block windows installed. (\$4,100.00)

05/2009 new interior doors \$800.00

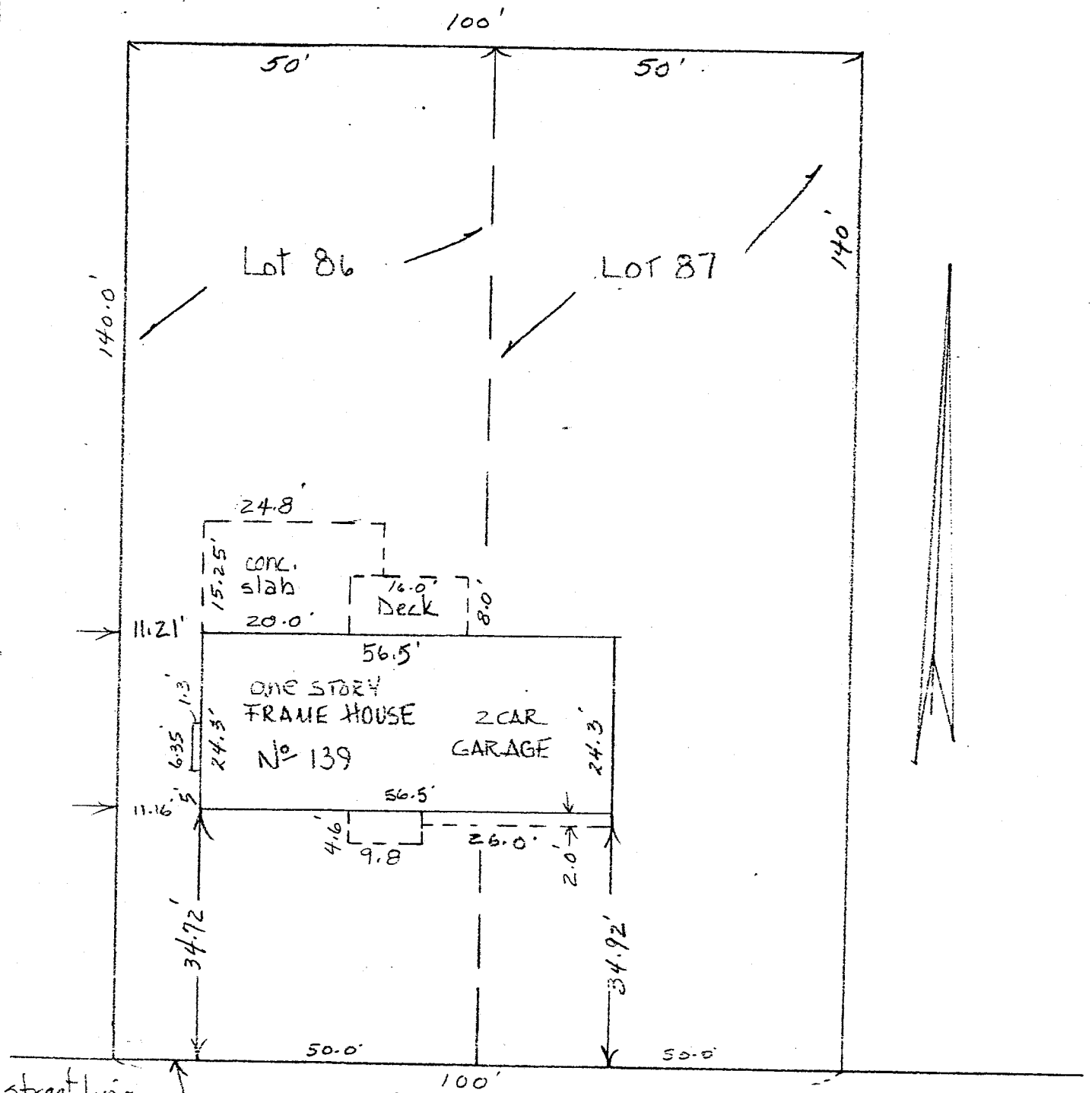
07/2008 8 new replacement windows living room, dining room and back porch & 1,800.00

08/2007 Right upper side of roof stripped and installed 50 year tamko heritage architect singles.

10/2005 Left side roof had same treatment. \$7,569.00

10/2004 Kitchen cupboards, sink, counter tops and pergo floor. \$5,000.00

09/89 est. Weeped cement blocks and dug up floor perimeter in basement installed drainage pipe to sump pump and recoated floor. Drainage tile relieved any moisture problem. Sump pump never needed will be replaced. \$4,500.00



street line

LEWIS AVENUE

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL SURVEY AND SAME IS CORRECT.

LICENSED LAND SURVEYOR

R. J. LIGHTON  
SYRACUSE, N.Y.

NYSLB 45373

Location Survey on Lots No. 86 & 87 of the Lewiston Manor tract

Known as No. 139 Lewis Avenue, Town of Dewitt, County of Onondaga, State of New York.

DRAWN BY: MHL

SCALE: 1"=20'

DATE: 4-21-86

REVISIONS:

## Property Condition Disclosure Statement

Name of seller or sellers: ROBERT NELSON

Property address: 139 LOUIS

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

**Purpose of Statement:**

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

**A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.**

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

**Instructions to the seller:**

- (a) Answer all questions based upon your actual knowledge.
- (b) Attach additional pages with your signature if additional space is required.
- (c) Complete this form yourself.
- (d) If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

**Seller's Statement:**

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

**General Information**

1. How long have you owned the property? ABOUT 24 YEARS
2. How long have you occupied the property? 24 YEARS
3. What is the age of the structure or structures? 1960 = 50 YRS    2nd FL 1990 = 20 YRS.  
**Note to buyer-** If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No UNKN NA
5. Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?  
Yes  No  UNKN  NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes  No  UNKN  NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes  No  UNKN  NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes  No  UNKN  NA (if no, explain below)

#### Environmental

**Note to Seller** - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

**Note to Buyer** - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes  No  UNKN  NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes  No  UNKN  NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes  No  UNKN  NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes  No  UNKN  NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  
Yes  No  UNKN  NA  
If yes, are they currently in use? Yes  No  UNKN  NA Location(s) \_\_\_\_\_  
Are they leaking or have they ever leaked? Yes  No  UNKN  NA (if yes, explain below)
15. Is there asbestos in the structure? Yes  No  UNKN  NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes  No  UNKN  NA (if yes, state location or locations below)
17. Has a radon test been done? Yes  No  UNKN  NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes  No  UNKN  NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance?  
Yes  No  UNKN  NA (if yes, attach report(s))

#### Structural

20. Is there any rot or water damage to the structure or structures? Yes  No  UNKN  NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes  No  UNKN  NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes  No  UNKN  NA (if yes, explain below)

- 23. Has the property been tested for termite, insect, rodent or pest infestation or damage?  
Yes No UNKN NA (if yes, please attach report(s))
- 24. What is the type of roof/roof covering (slate, asphalt, other.)? \_\_\_\_\_  
Any known material defects? NO  
How old is the roof? 3 yr to 5 yr  
Is there a transferable warrantee on the roof in effect now? Yes No UNKN NA (if yes, explain below)
- 25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes No UNKN NA (if yes, explain below)

**Mechanical Systems & Services**

- 26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?  
Yes No UNKN NA
- 27. Has the water quality and/or flow rate been tested? Yes No UNKN NA (if yes, describe below)
- 28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?  
If septic or cesspool, age? \_\_\_\_\_  
Date last pumped? \_\_\_\_\_  
Frequency of pumping? \_\_\_\_\_  
Any known material defects? Yes No UNKN NA (if yes, explain below)
- 29. Who is your electric service provider? NATIONAL GRID  
What is the amperage? \_\_\_\_\_  
Does it have circuit breakers or fuses? \_\_\_\_\_  
Private or public poles? \_\_\_\_\_  
Any known material defects? Yes No UNKN NA (if yes, explain below)
- 30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes No UNKN NA (if yes, state locations and explain below)
- 31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- 32. Plumbing system? Yes No UNKN NA
- 33. Security system? Yes No UNKN NA
- 34. Carbon monoxide detector? Yes No UNKN NA
- 35. Smoke detector? Yes No UNKN NA
- 36. Fire sprinkler system? Yes No UNKN NA
- 37. Sump pump? Yes No UNKN NA
- 38. Foundation/slab? Yes No UNKN NA
- 39. Interior walls/ceilings? Yes No UNKN NA
- 40. Exterior walls or siding? Yes No UNKN NA
- 41. Floors? Yes No UNKN NA
- 42. Chimney/fireplace or stove? Yes No UNKN NA
- 43. Patio/deck? Yes No UNKN NA
- 44. Driveway? Yes No UNKN NA
- 45. Air conditioner? Yes No UNKN NA
- 46. Heating system? Yes No UNKN NA
- 47. Hot water heater? Yes No UNKN NA
- 48. The property is located in the following school district JAMBUVILLE - DEWITT UNKN

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

JAN. 2010 Home Inspection AVAILABLE ON REQUEST.

BASEMENT WATER PROOFED IN 1988 BILLS.  
EXCEPT AND DRAINAGE PIPE PUT IN THE INTERIOR FLOOR TO SUMP PUMP - NEVER USED NOT NEEDED PUMP NOT WORKING

**Seller's Certification:**

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller [Signature] date 4/6/2011

Seller \_\_\_\_\_ date \_\_\_\_\_

**Buyer's Acknowledgment:**

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer \_\_\_\_\_ date \_\_\_\_\_

Buyer \_\_\_\_\_ date \_\_\_\_\_

### PROPERTY INFORMATION:

Regarding property at: 139 Lewis Ave. Syracuse, NY 13224

The following information is provided to the best of the Seller's knowledge.

Is the property or structure on a local, state or national historical register or listed on an eligibility list: Yes  No

Property Tax Exemption: Yes  No  Basic Star \_\_\_\_\_ Veterans \_\_\_\_\_ Other \_\_\_\_\_

HOA/Condo Fee: Y/N  Amount: \$ \_\_\_\_\_ Due: Monthly  Qtrly  Semi-Annual  Yearly  Other

Special Assessments or Other Fees: Y/N  Amount: \$ \_\_\_\_\_ Due: Monthly  Qtrly  Semi-Annual  Yearly  Other

Explain: \_\_\_\_\_

Age of Hot Water Heater: ABOUT 3 YRS Capacity of Gallons: 40 GALS

Age of Furnace or Boiler: 6 MONTHS FURNACE Age of Air Conditioning Unit: 6 MONTHS

Annual Bill for Fuel/Oil or Propane: 3600.00 EST.

Average Monthly Utilities: Gas 9200 Electric 100 Total: 300.00

Major Improvements within the last five (5) years:

- | I agree to furnish a copy of: |   | Yes                                 | No                       |
|-------------------------------|---|-------------------------------------|--------------------------|
| 1.                            | My deed and existing survey, if available, upon acceptance of contract for the buyer's use. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2.                            | Restrictive covenants or deed restrictions of record, if applicable.                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3.                            | Condominium Bylaws, Rules, etc., if applicable.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4.                            | Homeowner's Association Bylaws, Rules, etc., if applicable.                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5.                            | Utility bills upon request.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

WE MAKE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE PROPERTY. POTENTIAL BUYERS ARE URGED TO CAREFULLY INSPECT THE PROPERTY AND/OR ORDER A HOME INSPECTION AND/OR OTHER DESIRED TESTS AT BUYER'S EXPENSE WHICH MAY ADDRESS CONDITIONS OR CIRCUMSTANCES OF LOCAL AND NATIONAL CONCERN SUCH AS, BUT NOT LIMITED TO, (1) FORMALDEHYDE-EMITTING SUBSTANCES, INCLUDING UREA FORMALDEHYDE FORM INSULATION (2) RADON GAS (3) ALUMINUM WIRING (4) HAZARDOUS OR TOXIC SUBSTANCES (5) ASBESTOS-CONTAINING MATERIALS (6) LEADED PAINT (7) PRESENCE OF PESTICIDE RESIDUE (8) TOXIC MOLD.

Seller [Signature] Date 4/6/2011

Seller \_\_\_\_\_ Date \_\_\_\_\_

I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the physical condition of the property.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date 12/20/06



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

## New York State Disclosure Form for Buyer and Seller

### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

### Disclosure Regarding Real Estate Agency Relationships

#### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Pei Lin Huang (print name of licensee) of \_\_\_\_\_ (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent                         | <input type="checkbox"/> Buyer's agent                         |
| <input type="checkbox"/> Broker's agent                                    | <input type="checkbox"/> Broker's agent                        |
| <input type="checkbox"/> Dual agent  |  |
| <input type="checkbox"/> Dual agent with designated sales agent            |  |


For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { X } Seller(s):

DocuSigned by:  
  
 \_\_\_\_\_  
 B774FBE84D18487...

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ESCROW**

All parties acknowledge that it may take up to seven (7) business days for the Ernest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

**FRANCHISE DISCLOSURE ADDENDUM**

Broker and owner Nastri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to notify you that Keller Williams Syracuse has an affiliation with Homestead Financial Services, Inc. who provides us with financial benefits.

**EQUAL OPPORTUNITY POLICY STATEMENT**

Nastri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin – or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

**COMMISSION PAYMENT AUTHORIZATION**

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check.

To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

**CERTIFICATION**

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

Robert Nelson

DocuSigned by:  
Robert Nelson  
SELLER NAME(S)  
SIGNATURE OF PROSPECTIVE SELLER

BUYER NAME(S)  
SIGNATURE OF PROSPECTIVE BUYER

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: Pei Lin Huang  
DocuSigned By: Pei Lin Huang

Broker/Manager: John J. Nastri Phone: 701-6900

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: \_\_\_/\_\_\_/\_\_\_



EMSL Analytical, Inc.

107 Haddon Ave., Westmont, NJ 08108

Phone: (856) 858-4200 Fax: Email: westmontradonlab@emsl.com

## Radon in Air Test Results

Attn: **Gary Morrissette**  
**Radon Solutions of CNY**  
**468 Old Route 104**  
**Red Creek, NY 13143**

Fax: (315) 754-8171

Phone: (315) 754-8187

Customer ID: RADS26  
 Customer PO:  
 Received: 01/11/10 10:00 AM  
 EMSL Order: 381000244  
 EMSL Proj:  
 Analysis Date: 1/11/2010

Test: **NELSON**  
 Site: **139 LEWIS AVE**  
**Dewitt, NY 13224**

### Test Report: Radon in Air Test Results

#### Samples for EMSL Kit 30161

Liquid Scintillation ID	Location	Radon Activity pCi/L	Start	Stop	Temperature F	Humidity %	Sample Type
55474	BASEMENT	2.1	1/6/2010	1/8/2010	60	40	Customer
			10:50:00 AM	11:55:00 AM			
<b>Sample Notes:</b>							
55466	BASEMENT	2.3	1/6/2010	1/8/2010	60	40	Customer
			10:50:00 AM	11:55:00 AM			
<b>Sample Notes:</b>							
<b>Summary for EMSL kit 30161</b>		<b>Average Radon Result: 2.2 pCi/L</b>					

The results indicate that both testing devices registered below the United States Environmental Protection Agency (EPA) action level of 4.0 picoCuries per liter of air (pCi/L). The EPA recommends fixing your home if the average of two short-term tests taken in the lowest lived-in level of the home show radon levels that are equal to or greater than 4.0pCi/L. The radon test was performed using a liquid scintillation radon detector/s and counted on a liquid scintillation counter using approved EPA testing protocols for Radon in Air testing.

The EPA recommends retesting your home every two years.

Please contact EMSL Analytical, Inc. or your State Health Department for further information.

All procedures used for generating this report are in complete accordance with the current EPA protocols for the analysis of Radon in Air.

#### Report Notes

Analyst(s)

Jennifer Jenkins (2)

Garrett Ray, Laboratory Manager  
 Certified Radon Measurement Specialist NRSB 5SS0093  
 NJ MES12264, FL R2001, NE 116, PA 2572

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder. The test results meets all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. Westmont 107 Haddon Ave., Westmont NJ NRSB ARL6006, NJ DEP 04006, MEB 92525, PA 2573, IN 00455, IA L00032, RI RAS-024, ME 20200C, NE RMB-1083, NY ELAP 10872, NM 885-10L, FL RB2034, OH RL-39, WV RL000081

Please visit [www.radontestinglab.com](http://www.radontestinglab.com)

Test Report RadonMultiKit-7.12.0 Printed: 1/12/2010 2:45:43 PM

**THIS IS THE LAST PAGE OF THE REPORT.**

1

Electric Usage 139 Lewis Ave

Read Date & Days	Read Type	Total kWh	Utility Charges	Total Charges
12/14/2009 31 days	Actual	436	\$73.03	\$73.03
11/13/2009 29 days	Actual	399	\$67.45	\$67.45
10/15/2009 30 days	Actual	403	\$65.88	\$65.88
9/15/2009 29 days	Actual	532	\$82.11	\$82.11
8/17/2009 31 days	Actual	518	\$80.01	\$80.01
7/17/2009 31 days	Actual	448	\$73.14	\$73.14
6/16/2009 32 days	Actual	481	\$69.00	\$69.00
5/15/2009 29 days	Actual	463	\$70.27	\$70.27
4/16/2009 31 days	Actual	534	\$75.94	\$75.94
3/16/2009 31 days	Actual	601	\$88.40	\$88.40
2/13/2009 28 days	Actual	584	\$91.08	\$91.08
1/16/2009 34 days	Actual	718	\$104.88	\$104.88
12/13/2008 31 days	Actual	657	\$96.41	\$96.41
11/12/2008 30 days	Actual	542	\$80.34	\$80.34
10/13/2008 28 days	Actual	421	\$65.32	\$65.32
9/15/2008 33 days	Actual	526	\$82.14	\$82.14
8/13/2008 30 days	Actual	552	\$93.02	\$93.02
7/14/2008 28 days	Actual	582	\$87.80	\$87.80
6/16/2008 34 days	Actual	692	\$106.43	\$106.43
5/13/2008 28 days	Actual	505	\$83.29	\$83.29
4/15/2008 32 days	Actual	618	\$96.47	\$96.47

Gas Usage for 139 Lewis

Read Date & Days	Read Type	Total Therms	Utility Charges	Total Charges
12/14/2009 30 days	Actual	161	\$156.57	\$156.57
11/14/2009 30 days	Actual	111	\$122.86	\$122.86
10/15/2009 30 days	Actual	69	\$80.13	\$80.13
9/15/2009 29 days	Actual	14	\$28.97	\$28.97
8/17/2009 31 days	Actual	10	\$25.80	\$25.80
7/17/2009 31 days	Actual	15	\$30.30	\$30.30
6/16/2009 32 days	Actual	48	\$59.09	\$59.09
5/15/2009 28 days	Actual	84	\$85.99	\$85.99
4/17/2009 32 days	Actual	202	\$211.77	\$211.77
3/16/2009 31 days	Actual	285	\$315.12	\$315.12
2/13/2009 28 days	Actual	296	\$328.69	\$328.69
1/16/2009 34 days	Actual	353	\$406.95	\$406.95
12/13/2008 31 days	Actual	267	\$314.12	\$314.12
11/12/2008 30 days	Actual	135	\$164.00	\$164.00
10/13/2008 28 days	Actual	56	\$85.86	\$85.86
9/15/2008 33 days	Actual	25	\$49.83	\$49.83
8/13/2008 29 days	Actual	21	\$50.40	\$50.40
7/15/2008 29 days	Actual	26	\$60.88	\$60.88
6/16/2008 34 days	Actual	62	\$113.48	\$113.48
5/13/2008 28 days	Actual	73	\$119.92	\$119.92
4/15/2008 32 days	Actual	236	\$287.04	\$287.04



**CONTINGENCY ADDENDUM AND DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR TARGET HOUSING SALES**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Property Address:**

139 Lewis Ave  
Street Address  
Dewitt NY 13224  
City State Zip

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):  
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

DS  
RN

- (b) Records and reports available to the purchaser (Check (i) or (ii) below):  
 (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

DS  
RN

- (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
- (e) \_\_\_\_\_ Purchaser has [check (i) or (ii) below]:  
(i)  If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.  
(ii)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- (e) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:  
Robert Nelson  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller FBE84D18487... Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller 8E19AB3851D5484... Date \_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent Signed By: Pei Lin Huang REALTOR Date \_\_\_\_\_

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**NOTICE TO BOTH BUYER AND SELLER:**

Unless otherwise indicated in writing, square footage represented on the MLS is taken from public tax records and has not been independently verified by the seller or listing agent. Should Buyer desire independent verification of the actual square footage, it shall be Buyer's responsibility to hire an appraiser or other professional to measure the actual square footage of the premises.

_____	_____
Buyer	Date

_____	_____
Buyer	Date
<small>DocuSigned by:</small> <i>Robert Nelson</i>	
_____	_____

_____	_____
Seller	Date

_____	_____
Seller	Date

The Pei Lin Team  
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 Fayetteville, NY 13066  
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