



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
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## 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 and sellers of property to advise the potential buyers and 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 associates.*

*Throughout the transaction you may receive more than one disclosure form. The law requires 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 interest. 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 interest. 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

As part of your negotiations with a real estate agent, you may authorize your agent to engage other agents whether you are a buyer or seller. As a general rule, those agents owe fiduciary duties to your agent and to you. You are not vicariously liable for their conduct.

#### 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.

**Dual Agency with Designated Sales Associates**

If the buyer and seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent repre-

senting the interests of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interests of the seller in the negotiations between the buyer and seller. A designated sales associate cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales associate 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 associates before agreeing to such representation.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: Reilin Huang (Signature) of  
Company: Keller Williams Realty Syracuse

The above-named company, which is licensed as a Real Estate Broker is (check one)

- The Seller's Agent      ( ) A Dual Agent
- The Buyer's Agent      ( ) A Dual Agent With Designated Sales Associates
- The Broker's Agent

If Dual Agent with Designated Sales Associates is checked:

\_\_\_\_\_ 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):

x Paul Harris

x Victorie Harris

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

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

This form must be copied as a one page, two-sided form.

# Property Condition Disclosure Statement

Name of seller or sellers: Paul + Victoria Harris  
Property address: 303 Scottholm Terrace, Syracuse, NY 13224

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:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- 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

- How long have you owned the property? 25 years (since June 1982)
- How long have you occupied the property? 25 years (since June 1982)
- What is the age of the structure or structures? 66 years (original construction 1941)  
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

- 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 Share driveway agreement (attached)
- Does anybody else claim to own any part of your property?  Yes  No  UNKN  NA (if yes, explain below)  
Mortgage on entire property held by Geddes Federal Savings + Loan
- Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?  No  UNKN  NA (if yes, explain below)
- 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)  
See # 4 above.
- 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)
- 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.

Property. 303 Scytholun Terrace, Syracuse, NY 13224

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.)? 30-year architectural shingles (asphalt)  
Any known material defects? no  
How old is the roof? 12 years (installed 1998)  
Is there a transferable warranty on the roof in effect now?  No  UNKN NA (if yes, explain below)  
Warranty on shingles is transferable. Contact Van Derhooft Roofing Company (475-9544)
- 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? 30 AMPS  
Does it have circuit breakers or fuses? circuit breakers  
Private or public poles? public  
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)  
Slight seepage after prolonged heavy rain resulting in less than 1/4 inch standing water in places on basement floor.

Property: 303 Scottholm Terrace, Syracuse, NY 13224

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

Syracuse City School District (H W Smith Elementary School)

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.

The driveway, which is subject to a share driveway agreement, needs sealing and/or resurfacing.

The retaining wall at downhill rear of property is sagging, but has not changed in the last 10-15 years. The section between the two houses (303 + 305 Scottholm Terrace) was rebuilt about 15 years ago. We are seeking appraisal from a landscaping company.

**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: \_\_\_\_\_ date \_\_\_\_\_

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: 303 Scofield Terrace, Syracuse, NY 13224

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

Property Tax Exemption: Yes  No  STAR School Tax  Veterans \_\_\_\_\_ Other \_\_\_\_\_

Age of Hot Water Heater: 2 1/2 years (12/15/2004) Capacity of Gallons: Unlimited

Age of Furnace or Boiler: 2 1/2 years (12/15/2004) Age of Air Conditioning Unit: 2 years (condenser replaced) / 03

Annual Bill for Fuel/Oil or Propane: N/A

Average Monthly Utilities: Gas 61.00 Electric \$131.- Total: \$280.-

Major improvements within the last five (5) years:  
See attached list.

I agree to furnish a copy of:

- |   | YES                                 | NO                                  | N/A   |
|---|-------------------------------------|-------------------------------------|---|
| 1. My deed and existing survey upon acceptance of contract for the buyer's use.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>                        |
| 2. Restrictive covenants or deed restrictions of record.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>                        |
| 3. Condominium Bylaws, rules, etc., if applicable.  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>             |
| 4. Homeowner's Association Bylaws, rules, etc., if applicable.  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>             |
| 5. Copies of utility bills upon request.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>                        |
| 6. Is the property or structure on a local, state or national register of historic places or is it locally listed as a designated historic property or structure or is it on an eligibility list? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> Account Usage Attached |

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 FOAM 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 Paul Harris Date \_\_\_\_\_

Seller Victoria Harris 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 \_\_\_\_\_



**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:**

303 Scottholm Terrace  
 Street Address \_\_\_\_\_ Unit \_\_\_\_\_  
 Syracuse NY 13224-1379  
 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.  
 (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): \_\_\_\_\_  
 (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) *feh* 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.

Buyer _____	Date _____	<i>Paul Harris</i> Seller _____	Date _____
Buyer _____	Date _____	<i>Victoria Harris</i> Seller _____	Date _____
Agent _____	Date _____	Agent _____	Date _____

This form has been prepared for the sole use of the Greater Syracuse Board of REALTORS and its members. The Greater Syracuse Board, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

Rev. 01/01

ADDITIONAL LISTING INFORMATION  
FOR PROPERTY LOCATED AT:

303 Scottholm Terrace

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is \_\_\_ or will be at time of closing X a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: Syracuse

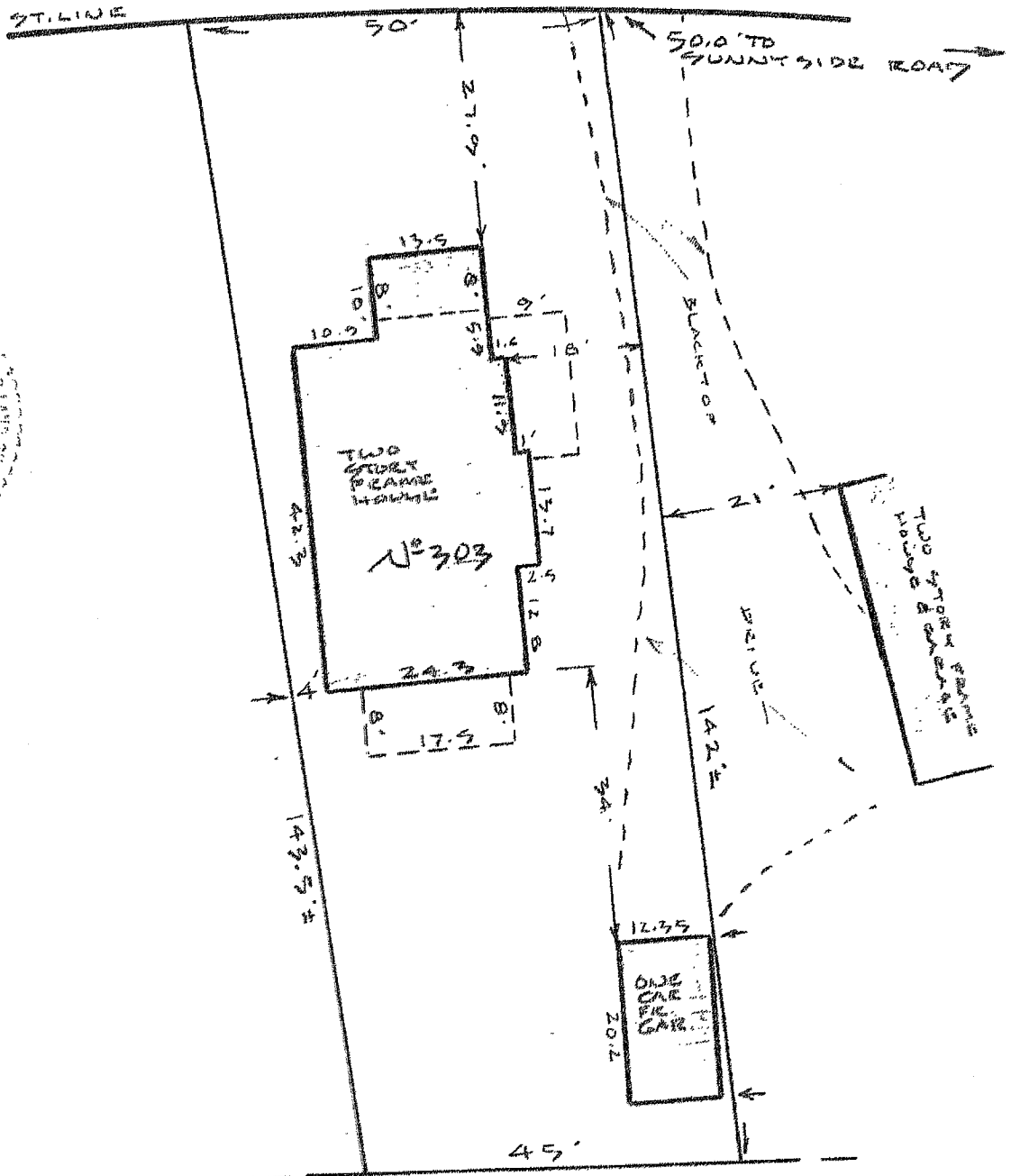
Elementary: H W Smith Elementary School

Middle: Levy Junior High School

High School: Nottingham High School

Paul Harris Victoria Harris  
Signed

# SCOTTHOLM TERRACE



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

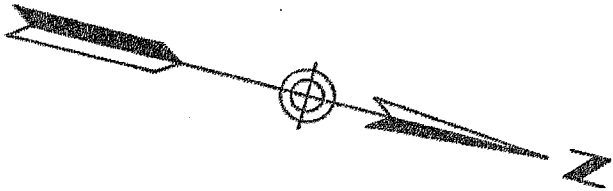
Douglas R. Lehr  
LICENSED LAND SURVEYOR

LIVERPOOL, N.Y.  
NYSLS 49223

Location survey on Lot#14-Block#10- of the Scottholm Tract.

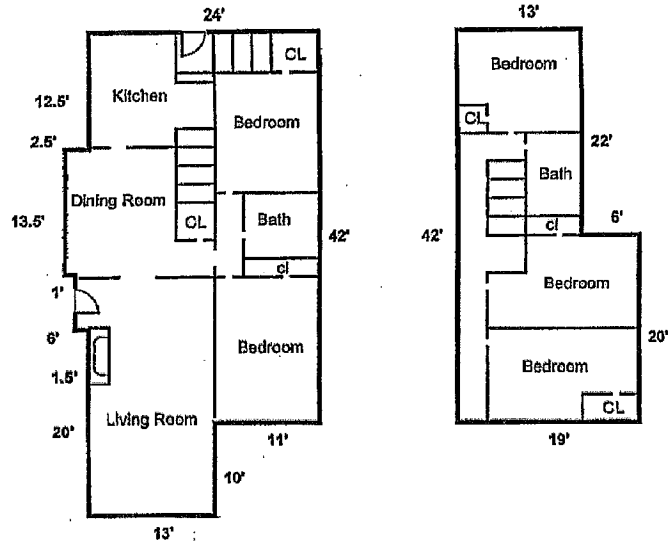
Known as No. 303 Scottholm Terrace City of Syracuse, County of Onondaga, N.Y.

DRAWN BY: DRI	SCALE: 1"=20'	DATE: May 1982
REVISIONS:		DRAWING NO. 82-022



File Name 99110013.SKT

**Borrower** HARRIS  
**Property Address** 303 SCOTTHOLM TERRACE  
**City** SYRACUSE **County** ONONDAGA **State** NY **Zip Code** 13224  
**Lender/Client** SYRACUSE SECURITIES



SUMMARY OF SQUARE FEET PERIMETER		TOTAL AREA CALCULATION DETAILS	
Living Area		First Floor	
First Floor	1181	24.0 X 42.0 =	1008.0
Second Floor	668	2.5 X 13.5 =	33.7
Total	1847	1.5 X 6.0 =	9.0
		13.0 X 10.0 =	130.0
		Total	1180.7
		Second Floor	
		13.0 X 20.0 =	260.0
		6.0 X 20.0 =	120.0
		Total	666.0

JOINT DRIVEWAY EASEMENT

THIS INDENTURE, made August 31<sup>ST</sup>, 1987, by and between PAUL E. HARRIS and VICTORIA HARRIS, husband and wife, of 303 Scottholm Terrace, Syracuse, New York 13224; and CHRISTOPHER BLITMAN and VICKI BLITMAN, husband and wife, of 301 Scottholm Terrace, Syracuse, New York 13224;

BOTH parties being grantors and grantees, together below called the "parties";

WHEREAS, PAUL E. HARRIS and VICTORIA HARRIS are the owners of that tract or parcel of real property known as 303 Scottholm Terrace, City of Syracuse, County of Onondaga, State of New York; and

WHEREAS, CHRISTOPHER BLITMAN and VICKI BLITMAN are the owners of that tract or parcel of real property known as 301 Scottholm Terrace, City of Syracuse, County of Onondaga, State of New York; and

WHEREAS, the parcels are contiguous parcels of property; and

WHEREAS, PAUL E. HARRIS and VICTORIA HARRIS and CHRISTOPHER BLITMAN and VICKI BLITMAN, as owners of said contiguous parcels of real property, are mutually desirous of granting an easement of ingress and egress to formalize the joint driveway heretofore in use by and between their respective parcels;

NOW, THEREFORE, It is mutually agreed by and between PAUL E. HARRIS and VICTORIA HARRIS and CHRISTOPHER BLITMAN and VICKI BLITMAN, and in consideration of One Dollar (\$1.00) paid by each to the other and of the mutual promises contained herein:

(1) PAUL E. HARRIS and VICTORIA HARRIS do hereby grant to CHRISTOPHER BLITMAN and VICKI BLITMAN, as owners of that tract or parcel of real property known as 301 Scottholm Terrace, City of Syracuse, County of Onondaga, State of New York, and to their heirs, assigns and successors, an easement of ingress and egress on the above mentioned driveway running between the respective parties' real property, more specifically designated on the attached survey.

(2) CHRISTOPHER BLITMAN and VICKI BLITMAN do hereby grant to PAUL E. HARRIS and VICTORIA HARRIS, as owners of that tract or parcel of real property known as 303 Scottholm Terrace, City of Syracuse, County of Onondaga, State of New York and to their heirs, assigns and successors, an easement of ingress and egress on the above mentioned driveway running between the respective parties' real property more specifically designated on the attached survey.

(3) The parties hereby incorporate the attached survey of R.J. Lighton, dated April 28, 1987, as part of this driveway easement.

(4) The parties shall be solely and fully responsible for the taxes on their respective parcels, including the portions thereof designated as joint driveway.

(5) The parties shall share equally maintenance and upkeep of the joint driveway created by this easement including, but not limited to, snow and leaf removal, sweeping, washing, removal of debris and resurfacing.

(6) The parties shall maintain liability insurance on their respective parcels, including liability insurance on the joint driveway created by this easement, and shall indemnify and hold harmless the other for any damage, claim, or cause of action occasioned by use by themselves, their respective licensees and invitees, and anyone else using property on their respective behalfs.

(7) There shall be no parking in the driveway area at any time by either party, their respective licensees or invitees, nor shall either party nor their respective invitees or licensees cause the driveway to be blocked or any obstacle to be placed in the driveway area, unless there is exists a dangerous condition requiring said driveway to be blocked.

(8) This joint driveway easement shall be filed in the Office of the Clerk of the County of Onondaga and shall be binding on the parties, their heirs, successors, and assigns and shall be deemed to run with the land on both of their respective parcels.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Paul Harris (L.S.)  
PAUL E. HARRIS

Victoria Harris (L.S.)  
VICTORIA HARRIS

Christopher J. Blitman (L.S.)  
CHRISTOPHER BLITMAN

Vicki Blitman (L.S.)  
VICKI BLITMAN

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS.:

On August 31<sup>st</sup>, 1987, before me came PAUL E. HARRIS and VICTORIA HARRIS to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

EDWARD W. DIETRICH  
Notary Public in the State of New York  
Qualified in Onondaga County No. 6028150  
My Commission Expires January 31, 1988

[Signature]  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS.:

On August 25<sup>th</sup>, 1987, before me came CHRISTOPHER BLITMAN and VICKI BLITMAN to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

TERRY L. HOOK # 1647  
Notary Public, State of New York  
Registered in Cayuga County  
My Commission Expires October 21, 1988

[Signature]  
Notary Public

Improvements to Property

2007

Removed downstairs carpeting and refinished hardwood floors throughout.  
Removed upstairs carpeting and installed new carpeting.  
Living room and dining room wallpaper removed and ceilings and walls freshly painted.  
Walls in downstairs bedrooms and hall freshly painted.  
Walls and ceilings freshly painted in three bedrooms and hall upstairs.  
Replaced ceiling light fixtures in all bedrooms and halls.  
New drapes and hardware installed on all windows upstairs and downstairs.  
Interior and exterior window frames freshly painted in every room except kitchen.  
Garage exterior freshly painted.  
Plantings in front and back yard mulched, fertilized and pruned.

2006

Replaced front lawn with new sod and reseeded back lawn.  
Plantings in front and back yard mulched, fertilized and pruned.

2005

Installed new shrubs and plantings in front yard.  
Installed masonry pad and moved A/C condenser off rear patio.  
Installed brick surface on back patio and built trellis to hide air conditioner.  
Pointed brickwork and repaired limestone facing on front porch.

2004

Installed new boiler and created separate heat zones for first and second floors. Also installed boiler-mate to heating system, replacing water heater.  
Replaced front storm/screen door.  
Replaced lift cables and oiled and serviced garage door opener.

2003

Installed new condenser for central A/C system.

Prior

1999 – Replaced 150 amp entrance cable (main service) to house, replaced circuit breakers, installed outdoor electrical outlets, and added electrical outlets and lights in basement.  
1999 – Installed Anderson water softener/filter system for water service to house.  
1996 – Installed new garage door opener.  
1995 – Installed new roof on house and garage.  
1994 – Rebuilt retaining wall between houses at 303 and 305 Scottholm Terrace.  
1994 – Installed new concrete sidewalk and concrete driveway entrance.  
1994 – Demolished and rebuilt front patio.  
1992/3 – Gutted and replaced kitchen with modern appliances and cabinets.  
1992/3 – Enlarged and rebuilt downstairs bathroom including new bath/shower enclosure and extensive cabinets.  
1992 – Enlarged half-bath adding bathtub/shower creating a full bathroom.  
1991 – Pointed chimney and refaced garage masonry.  
1984 - Installed vinyl siding to exterior of house.

**View Your Account: Gas Usage**

Name: **XXXXXXXXXXXX**

Account Number: **002100145** [VIEW ANOTHER ACCOUNT](#)

Service Address: 303 SCOTTHOLM TER SYRACUSE NY 13224

Details		Electric Usage		Gas Usage		Payments
Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
06/19/2007 29 days	Actual	44	\$72.22	\$0.00	\$0.00	\$72.22
05/21/2007 31 days	Actual	98	\$132.59	\$0.00	\$0.00	\$132.59
04/20/2007 32 days	Actual	230	\$271.13	\$0.00	\$0.00	\$271.13
03/19/2007 30 days	Actual	296	\$331.01	\$0.00	\$0.00	\$331.01
02/17/2007 29 days	Actual	359	\$373.76	\$0.00	\$0.00	\$373.76
01/19/2007 31 days	Actual	238	\$264.79	\$0.00	\$0.00	\$264.79
12/19/2006 29 days	Actual	193	\$236.24	\$0.00	\$0.00	\$236.24
11/20/2006 32 days	Actual	171	\$201.60	\$0.00	\$0.00	\$201.60
10/19/2006 31 days	Actual	88	\$107.28	\$0.00	\$0.00	\$107.28
09/18/2006 31 days	Actual	39	\$60.35	\$0.00	\$0.00	\$60.35
08/18/2006 30 days	Actual	34	\$54.08	\$0.00	\$0.00	\$54.08
07/19/2006 29 days	Actual	35	\$55.55	\$0.00	\$0.00	\$55.55
06/20/2006 31 days	Actual	59	\$88.64	\$0.00	\$0.00	\$88.64
05/20/2006 29 days	Actual	95	\$130.29	\$0.00	\$0.00	\$130.29
04/21/2006 31 days	Actual	162	\$203.43	\$0.00	\$0.00	\$203.43
03/21/2006 33 days	Actual	301	\$341.66	\$0.00	\$0.00	\$341.66
02/16/2006 28 days	Actual	248	\$313.69	\$0.00	\$0.00	\$313.69
01/19/2006 31 days	Actual	280	\$375.95	\$0.00	\$0.00	\$375.95
12/19/2005 33 days	Actual	308	\$435.15	\$0.00	\$0.00	\$435.15
11/16/2005 29 days	Actual	143	\$230.11	\$0.00	\$0.00	\$230.11
10/18/2005 29 days	Actual	66	\$120.34	\$0.00	\$0.00	\$120.34
09/19/2005 31 days	Actual	37	\$69.01	\$0.00	\$0.00	\$69.01
08/19/2005 30 days	Actual	40	\$62.19	\$0.00	\$0.00	\$62.19
07/20/2005 33 days	Actual	43	\$63.58	\$0.00	\$0.00	\$63.58

Table View

Chart View

Download Detailed Usage

**Account Links**

**Account Information**

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- > View Multiple Accounts
- > Update Contact Info
- > Update Service Orders

**Payment Services**

- > Budget Plan
- > DirectPay
- > Online Bill-Pay
- > Find Payment Locations

**Moving?**

- > Start Service
- > Stop Service

**Other Online Services**

- > Meter Read
- > Street Lighting
- > Report Energy Theft
- > New Choices

**View Your Account: Electric Usage**

Name: ██████████

Account Number: ██████████ [VIEW ANOTHER ACCOUNT](#)

Service Address: 303 SCOTTHOLM TER SYRACUSE NY 13224

Details		Electric Usage		Gas Usage		Payments
Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
06/19/2007 29 days	Actual	1,293	\$192.10	\$0.00	\$0.00	\$192.10
05/21/2007 31 days	Actual	660	\$105.72	\$0.00	\$0.00	\$105.72
04/20/2007 32 days	Actual	611	\$95.01	\$0.00	\$0.00	\$95.01
03/19/2007 30 days	Actual	573	\$94.27	\$0.00	\$0.00	\$94.27
02/17/2007 29 days	Actual	597	\$97.25	\$0.00	\$0.00	\$97.25
01/19/2007 31 days	Actual	657	\$97.55	\$0.00	\$0.00	\$97.55
12/19/2006 29 days	Actual	589	\$89.08	\$0.00	\$0.00	\$89.08
11/20/2006 32 days	Actual	671	\$99.14	\$0.00	\$0.00	\$99.14
10/19/2006 31 days	Actual	729	\$106.53	\$0.00	\$0.00	\$106.53
09/18/2006 31 days	Actual	943	\$134.96	\$0.00	\$0.00	\$134.96
08/18/2006 30 days	Actual	1,752	\$239.19	\$0.00	\$0.00	\$239.19
07/19/2006 29 days	Actual	1,761	\$231.42	\$0.00	\$0.00	\$231.42
06/20/2006 31 days	Actual	1,161	\$161.28	\$0.00	\$0.00	\$161.28
05/20/2006 29 days	Actual	659	\$96.14	\$0.00	\$0.00	\$96.14
04/21/2006 31 days	Actual	615	\$96.22	\$0.00	\$0.00	\$96.22
03/21/2006 33 days	Actual	706	\$106.38	\$0.00	\$0.00	\$106.38
02/16/2006 28 days	Actual	596	\$99.09	\$0.00	\$0.00	\$99.09
01/19/2006 31 days	Actual	678	\$98.04	\$0.00	\$0.00	\$98.04
12/19/2005 33 days	Actual	693	\$93.47	\$0.00	\$0.00	\$93.47
11/16/2005 29 days	Actual	544	\$75.16	\$0.00	\$0.00	\$75.16
10/18/2005 29 days	Actual	837	\$108.52	\$0.00	\$0.00	\$108.52
09/19/2005 31 days	Actual	1,282	\$152.86	\$0.00	\$0.00	\$152.86
08/19/2005 30 days	Actual	1,826	\$208.96	\$0.00	\$0.00	\$208.96
07/20/2005 33 days	Actual	1,971	\$211.34	\$0.00	\$0.00	\$211.34

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

**EQUAL OPPORTUNITY POLICY STATEMENT**

Natri 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".

Paul + Victoria Harris  
SELLER NAME(S)

\_\_\_\_\_  
BUYER NAME(S)

X Paul Harris  
SIGNATURE OF PROSPECTIVE SELLER

\_\_\_\_\_  
SIGNATURE OF PROSPECTIVE BUYER

X Victoria Harris  
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

Broker/Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: Natri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures:     /    /