

PLEASE TYPE OR PRINT (LEGIBLY)

For Office Use Only:	Application Number: V- 19-26
Tax map Section: 027- Block: 22- Lot: 10.0	Zoning District: RA

1. Address of subject property: 1917 Burnet Avenue

2. Year property was purchased by current owner: 2018

3. Applicant/contact information:

a. Owner(s) (current titleholder):

Name(s): Greater Syracuse Property Development Corporation

Mailing Address: 431 East Fayette Street, Suite 375, Syracuse NY

Zip: 13202 Daytime phone number: 422-2301 home phone number:

E-mail (alternate contact for additional information request): tluckett@syracuselandsbank.o

b. Contract purchaser(s) , Lessee , 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): Kelly Dove

Mailing Address: 212 Wells Ave, North Syracuse NY

Zip: 13212 Home phone number: 315-657-6607 Day Phone:

E-mail (alternate contact for additional information request): twidger74@gmail.com

c. Representative: Attorney , Architect , Contractor , Other  Syracuse Land Bank (Only if involved in this application)

Name(s): Terri Luckett

Mailing Address: 431 East Fayette Street, Syracuse NY

Zip: 13202 Telephone number: 315-422-2301 x18

4. Current use of property: (i.e., 1 family, 2 family, grocery store, etc.): vacant 5-unit dwelling

Proposed use and occupancy of property: 5-unit dwelling

Current number of onsite (off-street) parking spaces: 5

Proposed number of onsite (off-street) parking spaces: 5



DENIAL OF PERMIT

REFERENCE ADDRESS 1917 Burnett Ave

WARD NO. \_\_\_\_\_

OWNER Syracuse Land Bank

OWNER'S ADDRESS 423 E Fayette St, Syr NY 13202

TELEPHONE 315-422-2301

APPLICATION FOR PERMIT TO:

erect ( )    convert ( )    maintain (X)    operate ( )

Existing 5 unit Apt. Building

DENIED UNDER ARTICLE (s) \_\_\_\_\_

of the zoning ordinance for the following reasons: \_\_\_\_\_

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

PLANS ATTACHED, APPROVED BY \_\_\_\_\_  
ON \_\_\_\_\_

LOCATION OF REFERENCE ADDRESS:  
ASSESSOR'S ATLAS

SURVEY ATTACHED

BOOK (S) NO. \_\_\_\_\_

ZONING REVIEWED BY \_\_\_\_\_

PLATE (S) NO. \_\_\_\_\_

PARCEL (S) NO. \_\_\_\_\_

DATE 8-23-19

SIGNATURE Gaith Swistak

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Use Variance for 1917 Burnet Ave			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action: We seek a use variance to allow 1917 Burnet Ave to operate as it is currently configured, a 5-unit apartment building.			
Name of Applicant or Sponsor: Greater Syracuse Property Development Corporation (Syracuse Land Bank)		Telephone: 315-422-2301 x 18	
Address: 431 East Fayette Street		E-Mail: tluckett@syracuselandsbank.org	
City/PO: Syracuse	State: NY	Zip Code: 13202	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Syracuse building permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ .14 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ .14 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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: <u>Building permits will comply with all City of Syracuse building codes</u>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Small DEC wetland at 2222 Burnet Ave does not encroach on to this property. See attached map.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



## **Standards of Proof for Use Variance 1917 Burnet Avenue**

### **Reasonable Return**

1917 Burnet Avenue is a two-story, five-unit apartment building located in Eastwood. City of Syracuse Assessment records show a permit was issued on 10/31/1961 to construct a two-story, five-unit building on a previously vacant lot.

The Land Bank's strategy to return the property back to productive use is to list the building as a five-unit apartment building and to sell it to a private investor who will bring the property back up to code and to habitable standards. We received an offer from Kelly Dove of 212 Wells Ave in North Syracuse who is willing to purchase the property for \$75,500 and to invest an additional \$127,526.20 into the renovation of the five dwelling units. The breakdown for the renovations is detailed in the attached document, 'Specs by Location/Trade with Costs.' Ms. Dove's purchase offer is contingent on the receipt of a use variance to operate the property as a five-unit dwelling.

Financing the renovation plus acquisition costs at 5% over 15 years, the investment of \$203,026.20 (includes acquisition costs) yields a reasonable return with a capitalization rate (or "cap rate") of 6.77% (see attached pro forma - Five-Family).

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

### **1 - Reconfiguration as a Single-Family Dwelling**

In this scenario, one large dwelling unit containing approximately 4,392 square feet would be redeveloped. Renovation costs would be incrementally higher due to costs because the building would need to be completely gutted and reconfigured. Additional costs relating to architectural design fees, reconfiguration of walls, electric, heating, plumbing and gas lines would be incurred. For this scenario we assumed costs would be 10% higher.

Annual expenses would drop to \$8,439.80 and rental income would drop to \$1,600 monthly / \$19,200.00 annual. The capitalization rate would drop to 2.57%. (See attached pro forma Single-Family.)

With a capitalization rate of only 2.57% the Land Bank believes that no buyer will be able to justify the conversion to a single-unit dwelling.

Likewise, if an owner-occupant were to purchase the home and finance \$215,779 at a 5% interest rate over 30 years the monthly payment would be \$1,158.00. While at face value, this mortgage payment may not seem unreasonable for some for owner occupancy, the building, at 4,392 square feet in this location across the street from Interstate 690 is not desirable for conversion to a single-family dwelling.

## 1 - Reconfiguration as a Two-Family Dwelling

In this scenario the building would be reconfigured with one apartment on the first floor and one on the second floor. The basement apartment would be eliminated. Renovation costs would be incrementally higher due to architectural design fees, reconfiguration of walls, electric, heating, plumbing and gas lines (assumed 10%).

Annual expenses would be \$8,267 and rental income would drop to \$2,000 monthly / \$24,000.00 annual. The capitalization rate would drop to 3.67%. (See attached pro forma Two-Family.)

With a capitalization rate of only 3.67%, the Land Bank believes that no buyer will be able to justify the conversion to a single-unit dwelling. The building is also not suitable for this use because of its design, size, and configuration.

## 2 - Demolition and Sale of the Vacant Lot

The only other option permitted in this zoning district is demolition of the existing structure and sale of the vacant lot for either new construction or to the adjacent neighbors for additional yard space and/or parking. The estimated cost for demolition is \$21,456, plus costs associated with asbestos monitoring and water termination fees. If the Land Bank were forced to demolish the property these costs could never be recovered through the sale of the vacant lot. Further, since private investors are not attracted to new residential construction in the city of Syracuse we believe that the land would remain vacant for the foreseeable future.

Other permitted uses in the zone include single and two-family cluster developments, churches, parish houses, schools, convents, and day care. Neither the building nor the lot is suitable for these uses.

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

## Unique Circumstances

This building and the property it sits on presents an unusual circumstance that differs from other properties on the street. The existing building is 4,392 square feet, over three times the size of the typical single-family home on Burnet Ave and almost two times the size of the typical two-family home. If converted to either a single-family or a two-family it would be outsized compared to the neighboring homes.

ADDRESS	FRONTFEET	DEPTH	SFLA	LandUse	YearBuilt
1847-65 BURNET AVE & WOODBINE AVE	200	121	22,608.00	Apartment	1970
1817 BURNET AVE	62	137	4,731.00	Apartment	1955
1917 BURNET AVE	44	140	4,392.00	Apartment	1960
2001 BURNET AVE & HILLDALE AVE	63	144	3,808.00	Apartment	1970
1801 BURNET AVE & STAFFORD AVE	63	161	3,698.00	Commercial	1960
Average			7,847.40		
1829 BURNET AVE	50	137	1,690.00	Single Family	1956
1823 BURNET AVE	74	137	1,058.00	Single Family	1952
1811 BURNET AVE	40	143	1,040.00	Single Family	1918
1907 BURNET AVE	44	96	1,640.00	Single Family	1910
1901 BURNET AVE & WOODBINE AVE	61	100	1,840.00	Single Family	1889
2017 BURNET AVE	44	140	1,792.00	Single Family	1880
2011 BURNET AVE	44	140	728.00	Single Family	1957
2009 BURNET AVE	44	140	1,710.00	Single Family	1949
Average			1,437.25		
1923 BURNET AVE & HILLSDALE AV	40	108	2,052.00	Two Family	1933
1919-21 BURNET AVE	37	140	1,920.00	Two Family	1935
1911-13 BURNET AVE	44	140	2,568.00	Two Family	1920
2023 BURNET AVE & COLLINGWOOD	77	144	3,008.00	Two Family	1925

### **Essential Character of the Locality**

The approval of this variance as a five-unit dwelling will not change the essential character of the neighborhood. Burnet Avenue, while zoned RA, is made up of a mix of single-family, two- and three-family dwellings and two other apartment buildings. Allowing the variance and the subsequent sale of the property will improve the neighborhood by facilitating the redevelopment of this blighted and abandoned property.

### Burnet Avenue Land Use



### Not Self-Created

This property was abandoned by an irresponsible property owner and fell into tax-delinquency. It was subsequently seized by the City of Syracuse in November 2018 and conveyed to the Land Bank for redevelopment. Since the property was vacated by the prior owner and remained vacant allowing the nonconformity to expire, it could be said that the hardship is the result of the inaction of a prior irresponsible owner in the chain of title. It was not however the result of an action taken by either the Land Bank, by the City of Syracuse, or by any future purchaser of the property.



Operating Pro Forma for Income-Producing Properties (Template)

Income

Residential Units (by type):	<u>1</u>	Monthly Rent: \$	<u>1,600.00</u>	8 bed / 5 bath
	<u>0</u>			
	<u>0</u>			
Commercial Units (by type):	<u>0</u>	Monthly Rent: \$	<u>-</u>	
	<u>0</u>			
		Monthly Income: \$	<u>1,600.00</u>	
		Annual Income: \$	<u>19,200.00</u>	

\*Insert averages if enough lines aren't included for types of units.

Vacancy Allowance

Residential Rate (assumed):	<u>5%</u>
Commercial Rate (assumed):	<u>10%</u>
Effective Gross Income:	<u>\$ 16,320.00</u>
(annual)	

Safe vacancy assumptions are 5% for residential and 8-10% for commercial, depending on neighborhood.

Expenses (enter annual costs)

Property taxes & fees:	<u>\$ 3,000.00</u>
Insurance:	<u>\$ 1,000.00</u>
Management Fees (5%):	<u>\$ 960.00</u>
Maintenance:	<u>\$ 576.00</u>
Replacement Reserve (3%):	<u>\$ 576.00</u>
Utilities:	<u>\$ 576.00</u>
Supplies/Equipment:	<u>\$ 675.00</u>
Pest Control:	<u>\$ 76.80</u>
Legal:	<u>\$ 500.00</u>
Accounting:	<u>\$ 500.00</u>
Total Annual Expenses:	<u>\$ 8,439.80</u>

See <http://www.ongov.net/rpts/propertyTaxInfo.html> for recent tax years and <http://www.syracuse.ny.us/Assessment.aspx> for available exemptions.

Replacement reserves: Capital set-aside for high-cost replacements: roofs, parking lot resurfacing, exterior painting, appliances, etc.

**Annual Net Operating Income (NOI): \$ 7,880.20**  
**Monthly NOI: \$ 656.68**

Offer: \$	<b>75,500.00</b>
Anticipated Rehab Costs: \$	<b>140,278.82</b>

Financing Information	
Term (Years):	<b>15</b>
Annual Interest Rate:	<b>5%</b>
Amt. Borrowed: \$	<b>215,778.82</b>
Total Interest Paid: \$	<b>91,366.91</b>

Capitalization Rate:	<b>2.57%</b>
Years until return on investment:	<b>39</b>

Insert "0" in the "Amt. Borrowed" field if not financing the project.

Capitalization Rate = (Annual NOI)/(Purchase Price+Rehab Cost+Cost of Financing)



Operating Pro Forma for Income-Producing Properties (Template)

Income

Residential Units (by type):	<u>2</u>	Monthly Rent: \$	<u>1,000.00</u>	4 bed / 2 bath
	<u>0</u>			
	<u>0</u>			
Commercial Units (by type):	<u>0</u>	Monthly Rent: \$	<u>-</u>	
	<u>0</u>			

\*Insert averages if enough lines aren't included for types of units.

Monthly Income:	\$	<u>2,000.00</u>
Annual Income:	\$	<u>24,000.00</u>

Vacancy Allowance

Residential Rate (assumed):	<u>5%</u>
Commercial Rate (assumed):	<u>10%</u>
Effective Gross Income:	<u>\$ 20,400.00</u>
(annual)	

Safe vacancy assumptions are 5% for residential and 8-10% for commercial, depending on neighborhood.

Expenses (enter annual costs)

Property taxes & fees:	\$	<u>3,000.00</u>
Insurance:	\$	<u>1,000.00</u>
Management Fees (5%):	\$	<u>1,200.00</u>
Maintenance:	\$	<u>720.00</u>
Replacement Reserve (3%):	\$	<u>720.00</u>
Utilities:	\$	<u>720.00</u>
Supplies/Equipment:	\$	<u>675.00</u>
Pest Control:	\$	<u>96.00</u>
Legal:	\$	<u>500.00</u>
Accounting:	\$	<u>500.00</u>
Total Annual Expenses:	\$	<u>9,131.00</u>

See <http://www.ongov.net/rpts/propertyTaxInfo.html> for recent tax years and <http://www.syracuse.ny.us/Assessment.aspx> for available exemptions.

Replacement reserves: Capital set-aside for high-cost replacements: roofs, parking lot resurfacing, exterior painting, appliances, etc.

<b>Annual Net Operating Income (NOI):</b>	<b>\$ 11,269.00</b>
<b>Monthly NOI:</b>	<b>\$ 939.08</b>

Offer:	\$	<b>75,500.00</b>
Anticipated Rehab Costs:	\$	<b>140,278.82</b>

Financing Information	
Term (Years):	<b>15</b>
Annual Interest Rate:	<b>5%</b>
Amt. Borrowed:	\$ <b>215,778.82</b>
Total Interest Paid:	\$ <b>91,366.91</b>

Capitalization Rate:	<b>3.67%</b>
Years until return on investment:	<b>27</b>

Insert "0" in the "Amt. Borrowed" field if not financing the project.

Capitalization Rate = (Annual NOI)/(Purchase Price+Rehab Cost+Cost of Financing)



**Operating Pro Forma for Income-Producing Properties (Template)**

**Income**

Residential Units (by type):	<u>1</u>	Monthly Rent: \$	<u>650.00</u>	basement unit
	<u>4</u>		<u>700.00</u>	upstairs units
	<u>0</u>		<u>-</u>	
Commercial Units (by type):	<u>0</u>	Monthly Rent: \$	<u>-</u>	
			<u>-</u>	
			<u>-</u>	
		Monthly Income: \$	<u>3,450.00</u>	
		Annual Income: \$	<u>41,400.00</u>	

*\*Insert averages if enough lines aren't included for types of units.*

**Vacancy Allowance**

Residential Rate (assumed):	<u>5%</u>
Commercial Rate (assumed):	<u>10%</u>
Effective Gross Income:	<u>\$ 35,190.00</u>
(annual)	

Safe vacancy assumptions are 5% for residential and 8-10% for commercial, depending on neighborhood.

**Expenses (enter annual costs)**

Property taxes & fees:	<u>\$ 6,000.00</u>
Insurance:	<u>\$ 2,000.00</u>
Management Fees (5%):	<u>\$ 2,070.00</u>
Maintenance:	<u>\$ 1,242.00</u>
Replacement Reserve (3%):	<u>\$ 1,242.00</u>
Utilities:	<u>\$ 1,242.00</u>
Supplies/Equipment:	<u>\$ 675.00</u>
Pest Control:	<u>\$ 165.60</u>
Legal:	<u>\$ 500.00</u>
Accounting:	<u>\$ 500.00</u>
 Total Annual Expenses:	 <u>\$ 15,636.60</u>

See <http://www.ongov.net/rpts/propertyTaxInfo.html> for recent tax years and <http://www.syracuse.ny.us/Assessment.aspx> for available exemptions.

Replacement reserves: Capital set-aside for high-cost replacements: roofs, parking lot resurfacing, exterior painting, appliances, etc.

**Annual Net Operating Income (NOI): \$ 19,553.40**  
**Monthly NOI: \$ 1,629.45**

Offer: \$	<b>75,500.00</b>
Anticipated Rehab Costs: \$	<b>127,526.20</b>

Financing Information	
Term (Years):	<b>15</b>
Annual Interest Rate:	<b>5%</b>
Amt. Borrowed: \$	<b>203,026.20</b>
Total Interest Paid: \$	<b>85,967.09</b>

Capitalization Rate:	<b>6.77%</b>
Years until return on investment:	<b>15</b>

*Insert "0" in the "Amt. Borrowed" field if not financing the project.*

*Capitalization Rate = (Annual NOI)/(Purchase Price+Rehab Cost+Cost of Financing)*

## CONTRACT TO PURCHASE

This **CONTRACT TO PURCHASE** is entered into by and between **Greater Syracuse Property Development Corporation**, a New York not-for-profit corporation having an office for the transaction of business at 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 ("Seller") and Kelly Dove of 212 Wells Ave. N. ("Buyer").  
SYRACUSE, NY 13212

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

1. **PROPERTY.** Buyer agrees to buy and Seller agrees to sell that certain parcel of real property situate in the Village of \_\_\_\_\_/Town of \_\_\_\_\_/City of Syracuse, County of Onondaga, State of New York commonly known as 1917 Burnet Ave. and being all of current Village/Town/City tax map parcel #027-22-10.0, together with all improvements thereon and fixtures and articles of personal property now attached or appurtenant to the property and owned by Seller, together with all easements and rights-of-way, if any, benefitting or appurtenant thereto, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining said real property (all of the foregoing real property, easements, rights-of-way, and right, title and interest are referred to herein together as the "Property").

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

2. **PURCHASE PRICE.** The Purchase Price for the Property shall be \$ 75,500 payable as follows:

a) **Deposit.** \$ 500 shall be deposited with Seller, the Broker identified herein, or Seller's attorney, and held in escrow until this Contract is accepted and executed by Seller, at which time it shall become part of the purchase price and held in accordance with the terms and conditions of this Contract. In the event Seller shall not accept and execute this Contract, the Deposit shall be returned to Buyer.

b) **Balance.** \$ 75,000 in cash or other good funds at Closing.

c) **Financing.** \$ \_\_\_\_\_ of the purchase price shall be obtained by Buyer, at Buyer's cost and expense, obtaining a mortgage loan upon such terms and conditions as are acceptable to Buyer. Buyer shall make good faith application for this financing within 3 days of acceptance of this Contract by Seller. Buyer shall provide Seller with evidence of written approval of this financing, or reasonably satisfactory proof of financial ability to close, within 14 days of acceptance of this Contract by Seller or Seller may cancel this Contract at Seller's option by written notice as provided for herein. If, following a good faith application by Buyer, this financing cannot be obtained, as evidenced by a denial letter from a lender which

regularly makes mortgage loans in the county where the Property is located, this Contract may be terminated by either party and the Deposit shall be returned to Buyer.

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

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

b) No Tests shall be initiated or conducted without the Seller approving the type, method, date and time of any Tests; and

c) No subsurface Tests shall be conducted without Seller's prior written approval; and

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

e) If the Property is improved by a one to four family dwelling, all such Tests shall be completed within 10 calendar days of acceptance of this Contract by Seller. If the Property is not improved by a one to four family dwelling, all such Tests shall be completed within 30 calendar days of acceptance of this Contract by Seller.

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

If the Property is not improved by a one to four family dwelling, prior to entry and as a condition to undertake the Tests, Buyer agrees to provide a liability insurance certificate and policy endorsement naming Seller as an additional insured in such amounts as reasonably agreeable to Seller and with no endorsements limiting or restricting coverage with respect to New York Labor Law.

In the event the results of such Tests are unsatisfactory to Buyer, then Buyer may, at Buyer's sole option, deem this Contract null and void and the Deposit shall be returned to Buyer. Buyer shall have 3 calendar days from the date on which the Tests were required to be completed to deliver written notice, together with a copy of each such Test, to Seller of Buyer's election to so deem this Contract null and void. In the event Buyer shall not deliver such written notice, then Buyer shall be deemed to have waived any and all rights Buyer may have pursuant to this paragraph.

4. **ABSTRACTS, TAX SEARCHES AND SURVEY.** Seller is not responsible for and shall not deliver to Buyer an abstract of title, real property tax search or survey for the Property. Any abstract of title, property tax search, survey or other due diligence related to the Property shall be obtained by and at the sole cost and expense of the Buyer.

5. **TITLE AND DEED.** Buyer acknowledges that Seller obtained title to the Property following a municipal tax foreclosure proceeding and, as such, Seller makes no representations or warranties as to title to the Property other than Seller has not done or suffered anything whereby the Property has been encumbered in any way whatever. Buyer shall have a period of 20 days from the date of acceptance of this Contract by Seller to examine and accept or reject title to the Property and deliver written notice to Seller of Buyer's election to reject title and deem this Contract null and void. In the event Buyer shall not deliver such written notice, then such failure shall be deemed an acceptance of title. At Closing, Seller shall transfer title to the Property to the Buyer by a Bargain and Sale Deed with a covenant against grantor's acts.

6. **IMPROVEMENT OF PROPERTY.** Buyer has agreed to improve, develop and use the Property (the "Development Plan") as specified in a certain Property Purchase Application submitted by the Buyer to the Seller dated 7.12.19 attached hereto and made a part hereof as Exhibit A (the "Application"). Seller's obligations under this Contract are subject to Buyer executing and delivering at Closing a Development Enforcement Mortgage in form acceptable to Seller, in its sole but reasonable discretion, to ensure Buyer fulfills the Development Plan. In addition to any Purchase Price financing contingency set forth above, Seller's obligations under this Contract are subject to Buyer providing Seller with reasonable satisfactory proof of Buyer's financial ability to complete the Development Plan. Such reasonable satisfactory proof may be in the form of a construction mortgage loan commitment upon such terms and conditions as are acceptable to Buyer or such other written proof of financial ability to complete the Development Plan as Seller deems acceptable in its sole but reasonable discretion. Buyer shall provide such evidence of financial ability to complete the Development Plan within 14 days of acceptance of this Contract by Seller or Seller may cancel this Contract at Seller's option by written notice as provided for herein at which time this Contract will be terminated and the Deposit shall be returned to Buyer.

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

8. **NEW YORK PROPERTY CONDITION DISCLOSURE ACT.** Seller is exempt from the New York Property Condition Disclosure Act (the "Act").

9. **AGRICULTURAL DISTRICT NOTICE.** The Property is not located within an Agricultural District. Notice pursuant to New York State Agriculture and Markets Law Section 310:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform

prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

10. **ELECTRICAL SERVICE SURCHARGE DISCLOSURE.** If a residential dwelling is the subject of this Contract, Seller and Buyer agree that Seller cannot warrant and represent to Buyer that the Property does have utility electric service available to it, and is not subject to an electrical and/or gas utility surcharge. The terms of this provision shall survive Closing.

11. **LEAD BASED PAINT CONTINGENCY.** If a residential dwelling is the subject of this Contract and the residential dwelling was constructed prior to 1978, Buyer and Seller must complete, sign and attach a Lead Based Paint Contingency Addendum and Disclosure Form.

12. **CLOSING.** If the Property is improved by a one to four family dwelling, the Closing shall be held on or before the 30<sup>th</sup> calendar day following acceptance of this Contract by Seller, time being of the essence. If the Property is not improved by a one to four family dwelling, the Closing shall be held on or before the 60<sup>th</sup> calendar day following Seller's acceptance of this Contract, time being of the essence. The Closing shall be held at the office of the attorney for Seller unless otherwise agreed.

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

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

15. **POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer at Closing subject to the rights of tenants therein.

16. **RECORDING EXPENSES AND CLOSING FEE.** Buyer shall pay at Closing all costs, if any, for recording the deed and any related transfer documents including the Real Property

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

17. **ASSIGNMENT.** Buyer may assign its interest in this Contract to a business entity wholly owned by Buyer. Otherwise, this Contract may not be assigned by Buyer without Seller's written consent. Buyer shall remain fully liable to Seller for the performance of this Contract, regardless of any such assignment.

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

19. **BROKER.** Seller and Buyer represent that neither has dealt with any broker in connection with this Contract other than Syracuse Land Bank. Seller shall be responsible for the payment of any real estate commission which may be due in accordance with a separate agreement with such broker. No realtor or broker commission shall be due and owing by Seller until Closing and passing of title by delivery of a deed by Seller to Buyer. This provision shall control regardless of the statements set forth in any Disclosure/Authorization Addendum executed in connection with this Contract.

20. **DEFAULT.** In the event Buyer defaults in its obligations under this Contract and fails to close and pay the Purchase Price, then the Deposit, together with accrued interest thereon, if any, shall be retained by the Seller and applied against Seller's damages for such default and Seller shall retain and be able to pursue all other equitable and legal remedies it may have as the result of Buyer's default hereunder. In the event Seller defaults in its obligations under this Contract and fails to close and deliver the Deed, Buyer may, at its option and as its sole and exclusive remedy, pursue either of the following remedies: (a) sue Seller for specific performance; or (b) terminate this Contract and obtain a return of the Deposit.

21. **MISCELLANEOUS.**

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

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

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

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

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

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

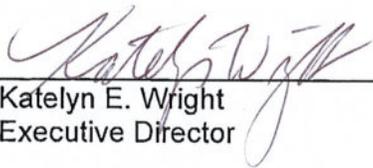
g) The acceptance of the Deed by Buyer shall be deemed to be the full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract.

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

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

**Greater Syracuse Property  
Development Corporation**

**Buyer:**

By:   
Katelyn E. Wright  
Executive Director

X Kelly Dove

Date: 8/21/19

Date: July 12, 2019

**Seller's Attorney:**

**Buyer's Attorney:**

John P. Sidd  
Menter Rudin & Trivelpiece, P.C.  
308 Maltbie Street, Suite 200  
Syracuse, New York 13104  
315-474-7541

Robert Carter  
rob.carter@rob.carter.law.com  
\_\_\_\_\_  
\_\_\_\_\_

Sale contingent on approval  
of use variance to operate  
the property as a 5-unit  
dwelling.

**EXHIBIT A**  
**Property Purchase Application**

## INFORMATION FOR POTENTIAL BUYERS OF GREATER SYRACUSE LAND BANK PROPERTIES

The Greater Syracuse Property Development Corporation, also known as the Greater Syracuse Land Bank (the "Land Bank"), acquires properties that are tax delinquent, vacant, abandoned, or underutilized and sells them to qualified buyers with the goal of returning the properties to productive use.

This handout is intended to provide a brief explanation of certain terms of the Land Bank's Contract to Purchase. It does not cover all of the terms and conditions contained in the Contract to Purchase. Accordingly, please review the Contract to Purchase carefully. Information obtained from this handout should not be relied upon as legal advice. The Land Bank strongly recommends that potential buyers have an attorney assist them with reviewing the Contract to Purchase.

Potential buyers should be aware of the following key points before entering into the Contract to Purchase:

**Title Documents.** The Land Bank does not provide abstracts of title, tax searches, or land surveys to the buyer. The buyer is responsible for obtaining any abstract of title, tax search, land survey, title insurance or other title item at its sole cost and expense. The preparation of such title documents can take several weeks and, as such, if a buyer decides to obtain such title documents they are encouraged to do so as soon as possible following the Land Bank's acceptance of their purchase offer in order to facilitate a timely closing.

**Representations and Warranties.** Most of the Land Bank's properties have been acquired following a municipal tax foreclosure proceeding. As such, the Land Bank makes no representations or warranties as to title to the property which is the subject of the Contract to Purchase except that the Land Bank has not done anything to encumber the property. The Land Bank does not promise that it has good and marketable title to the property and, as such, it is incumbent on the buyer to carefully review title to the property. In addition, the Land Bank makes no representations or warranties as to the condition, quality, or habitability of the property. Land Bank properties are sold "as is," and no Property Condition Disclosure Statement will be provided to the buyer by the Land Bank.

**Attorney Approval Contingency Clause.** The Contract to Purchase does not contain an attorney approval contingency clause. Accordingly, the Land Bank advises all buyers to consult with an attorney before signing the Contract to Purchase.

**Inspection Period.** The buyer, at his or her sole cost and expense, is permitted to conduct any inspections, tests, or other desired evaluation of the property. If the results of the buyer's inspections, tests, or other evaluation are unsatisfactory, the buyer has the option of terminating the Contract to Purchase by providing written notice to the Land Bank within 15 days from the date that the Land Bank accepted the signed Contract to Purchase.

**Real Estate Transfer Tax and Closing Fee.** The Land Bank is a tax exempt organization and, as such, the buyer is responsible for the payment of any real estate transfer tax due at closing. The buyer shall also pay a closing fee to the attorney for the Land Bank at closing.



### Property Purchase Application

Submit completed Application with Purchase Contract to the sales agent with which the property is listed.

#### Purchaser

Name: Kelly Dove  
 Address: 212 Wells Ave.  
 (no PO Box) N. Syracuse NY 13212  
 Phone: 315-657-6607  
 Email: \_\_\_\_\_

399-7268

#### Indicate type of entity:

- Corporation Incorporated in what state: \_\_\_\_\_ Date incorporated: \_\_\_\_\_  
 Authorized to do business in New York State?  Yes  No
- Partnership Indicate type of partnership: \_\_\_\_\_  
 Number of general partners: \_\_\_\_\_ Number of limited partners: \_\_\_\_\_
- Not-for-Profit Incorporated in what state? \_\_\_\_\_ Date incorporated: \_\_\_\_\_
- Limited Liability Company  
 Formed in what state: \_\_\_\_\_ Date formed: \_\_\_\_\_  
 Authorized to do business in New York State?  Yes  No
- Sole Proprietorship  
 Name of Sole Proprietor: \_\_\_\_\_
- Individual Person

Not-for-Profits and Corporations, attach Certificate of Incorporation. LLCs, attach Articles of Organization.

Corporate Applicants, list below the identity of all partners or principles with ownership interest. Not-for-profits, list board members (attach additional pages, if necessary):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_



**GREATER SYRACUSE  
LAND BANK**

**Purchaser (continued)**

- |   | Yes                              | No                               |   |
|---|----------------------------------|----------------------------------|---|
| Do you own any other properties in Onondaga County?   | <input checked="" type="radio"/> | <input type="radio"/>            | <i>If yes, attach list of properties.</i> |
| Do you have a personal or professional relationship with the Greater Syracuse Property Development Corporation, any of its directors, or employees? | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Are there any outstanding judgments against you?  | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Have you filed for bankruptcy within the past 7 years?  | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Are you party to a lawsuit?   | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?    | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Have you owned property foreclosed on for tax-delinquency?  | <input type="radio"/>            | <input checked="" type="radio"/> |   |
| Have you or an immediate family member previously owned the property for which you are applying?  | <input type="radio"/>            | <input checked="" type="radio"/> |   |

*If you answered yes to any of these questions, attach an explanation.*

**Property**

Address(es) of the property you are interested in purchasing:

1917 Burnet Ave.

**Development/Management Plan**

- |                        | Redevelopment                                 | Management   |
|------------------------|---|--|
| I plan to:             | <input checked="" type="checkbox"/> Renovate  | <input checked="" type="checkbox"/> Occupy this property as my primary residence |
| (Check all that apply) | <input type="checkbox"/> Occupy/Operate As-Is | <input type="checkbox"/> Occupy this property with my own business               |
|                        | <input type="checkbox"/> Demolish/Deconstruct | <input checked="" type="checkbox"/> Operate this property as a rental            |
|                        | <input type="checkbox"/> New Construction     | <input type="checkbox"/> Redevelop and re-sell to an owner occupant              |
|                        |   | <input type="checkbox"/> Redevelop and re-sell                                   |

Is your proposal eligible for any of the land bank's defined discount programs? (see: <http://syracuselandbank.org/>)

- Affordable Housing Development
- Public Employees Discount Program
- Affordable Home Ownership Program

If you plan to occupy the home yourself, have you owned a home before?  Yes  No

If you plan to manage as a landlord you must be located in Onondaga County or an adjacent county or you must have a local property manager.

Property Manager's Name:

[Empty box for Property Manager's Name]

Phone number:

[Empty box for Phone number]



**Attachments** (see below for description of each attachment)

---

Remember to include all applicable attachments:

- Description of applicant's experience/qualifications to complete the proposed project
- List of other properties owned in Onondaga County
- Redevelopment Plan
- Proof of Financing for purchase and renovation costs
- Management Plan (for rentals)
- Evidence of Financial Ability to Maintain the Property (home owner)
- Purchase Contract (offer)
- Deposit (\$500 minimum [NO MONEY ORDERS - personal or bank checks only])
- Certificate of Incorporation or Articles of Organization (corporate applicants)
- Copy of Applicant's Photo ID
- Home-Buyer Education Course Certificate of Completion (required for first-time buyers)

**Redevelopment Plan:** Attach detailed work specifications and an itemized budget for all work to be completed. Ensure that these include the Land Bank's minimum energy upgrade standards, if applicable to your project. If proposing new construction, include schematic drawings. Include a brief description of the project, whether the applicant will undertake certain portions of the project or hire contractors, and an estimated timeline for completion. In addition, attach **proof of financing** available to complete the work proposed. Acceptable forms of proof of financing include:

- Bank statement      Loan Pre-Qualification Letter
- Letter of Credit      Grant Award/Funding Commitment Letter

**Management Plan:** If the applicant plans to manage the property as a rental, attach a monthly income and expense budget for the property and a narrative description of your marketing plan, management procedures, standard lease agreement, and anticipated market served.

**Financial Ability to Maintain Property:** If the property is to be owner-occupied, provide documentation of current income (W2 or three recent pay stubs) and an estimate of anticipated mortgage, taxes, insurance, and maintenance costs.

**Applicants' Experience/Qualifications:** Unless the purchaser plans to occupy/operate the property in as-is condition, they must attach a narrative description of their experience completing similar development or renovation projects, their qualifications or training to complete the project, and/or their plan to engage qualified individuals to complete the project.

Signature X Kelly Dove

The applicant hereby certifies that the statements contained in this application are truthful and complete and agrees to provide further documentation upon request. Attach a copy of the applicant's photo ID. This application does not guarantee transfer of property; all sales subject to approval by the GSPDC Board of Directors.

X Kelly Dove  
Signature

7.12.19  
Date

Kelly Dove  
Name (print)



The Greater Syracuse Land Bank acquires properties that are tax-delinquent, vacant, and/or abandoned and sells them to qualified buyers in order to return the properties to productive use.

This handout provides a brief explanation of certain terms of the Land Bank's Contract to Purchase and our sales process. It does not cover all of the terms and conditions contained in the Contract to Purchase. Accordingly, please review the Contract to Purchase carefully. Information obtained from this handout should not be relied upon as legal advice. The Land Bank strongly recommends that potential buyers have an attorney review the Contract to Purchase.

**Potential buyers should be aware of and agree to the following:**

- I understand that back taxes or outstanding code violations on properties I currently own would mean that my application or purchase contract cannot proceed until such time as those issues are resolved.
- I understand that all Land Bank properties are sold in "as is" condition and no warranties or representations are made regarding property condition. It is my responsibility to thoroughly inspect the property and to schedule a final walk-thru prior to closing.
- It is my responsibility to contact the City prior to closing to verify that my planned use of the property and current/planned configuration is legal and/or to determine what permits must be obtained for renovation and/or use of the property (Land Bank recommends you contact both Permits and Zoning). Permits: (315) 448-8600; Zoning: (315) 448-8640
- I understand that there are certain additional closing costs associated with the purchase of a Land Bank property that may include, but not limited to:
  - Seller's Attorney's fees
  - Buyer's Attorney's fees
  - Title Searches
  - Title Insurance Surveys
  - Home inspections or other testing Real Estate
  - Transfer Tax
- I understand that the asking price or listing price is the minimum that the Land Bank will accept and I may offer more than the listing price to increase my chances of my offer being accepted.
- I agree to complete the renovations according to the plan that the Land Bank has prepared and I understand that other work may need to be performed in order to comply with all local and state codes and I must check with Codes/Permits to determine what other work the City or County may require.
- I understand that the Land Bank will place an Enforcement Mortgage on the property and in order to get that discharged I will need to obtain a Certificate of Adequacy (or equivalent) and Rental Registry Certificate (if applicable) from the City of Syracuse Code Enforcement and also have a Land Bank representative inspect the property upon completion.

- I understand that after my offer is provisionally accepted, I must obtain written quotes for any and all aspects of the renovation that will be contracted out to other parties. (Note: HVAC, plumbing, and electrical work require permits be pulled by licensed professionals. Quotes for *these* services must include the contractor's license number.) The Land Bank will re-check my proof of funds against these quotes to confirm that I possess sufficient financial resources to complete the project before they will sign my purchase offer.
- I understand that if the building requires renovation I will be required to place a Land Bank sign on the property during the project and return the sign when the final inspection is conducted.
- I understand that I need to owner occupy the property for five years if my purchase falls into any of the four categories below and that there will be a Residency Enforcement Mortgage attached to the property that will be discharged after the five year period has expired.

1. The Property was listed in the Home Ownership Choice Program
2. Owner-occupancy is required by one of the Land Bank's discount programs (Public Employees or Affordable Housing),
3. If the Land Bank awarded the property to you rather than a higher bidder because you stated you plan to occupy the property as your primary residence
4. You are an occupant in the home at the time of foreclosure and are purchasing the home through our Tenant-to-Homeowner program.

- I understand this property is currently exempt from property taxes, but will become taxable when I take title and that I will be mailed a pro-rated bill for the remainder of the year.
- I understand that the contract to purchase does not contain an attorney approval contingency clause. Accordingly, the Land Bank advises all buyers to consult with an attorney before signing the Contract to Purchase.
- I have carefully read the application and contract and understand that an incomplete application may be rejected.

Kelly Dove  
Print

X Kelly Dove  
Signature

7.12.19  
Date

\*Check ALL boxes, print, sign, and date, in order for the Land Bank to consider your offer complete.



## ATTENTION BUYER: LEAD PAINT INFORMATION

Federal law requires that any work that disturbs painted surfaces in residential homes, childcare facilities and schools built before 1978 be completed by trained and certified workers. Such work must follow specific work practices to prevent lead contamination. This rule applies to contractors, rental property owners, maintenance workers, plumbers, electricians, and others who may perform work that involves disturbing or removing painted surfaces. Homeowners who make similar repairs are strongly encouraged to use lead-safe work practices specified by this rule to protect their family.<sup>1</sup>

Lead in dust is the most common way people are exposed to lead. Lead dust is often invisible. Home repair or renovation projects can create dust and endanger the occupants of this property. You have the ultimate responsibility for the safety of your family, your tenants, and/or children in your care. You are also responsible for ensuring that any renovation or repair work to be done on properties built before 1978 are completed in compliance with Federal law regulating this work. All repairs included in the renovation plan submitted with your application must be completed using lead-safe work practices.

To ensure worker safety during planned renovation and repair work and to protect the safety of those who will live in this property, you have the following options:

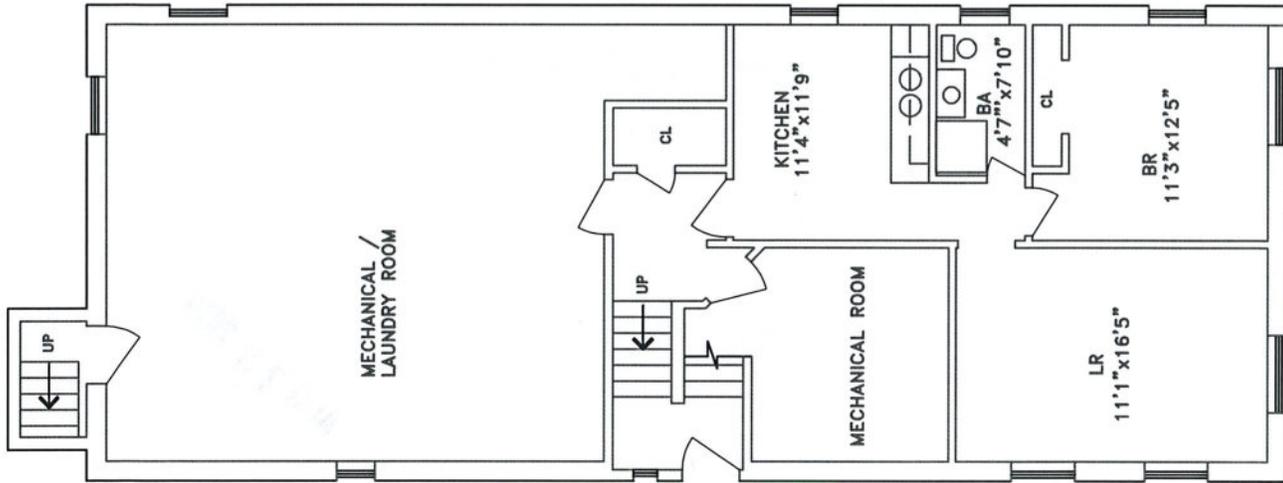
- You may assume this property contains lead paint or you may hire a certified professional to check this property for lead-based paint.
- If you plan to hire a contractor, hire only certified contractors to complete planned renovation and repair work. Training and certification requirements for contractors can be found at: [www.epa.gov/lead](http://www.epa.gov/lead).
- If you plan to do the work yourself, use lead-safe work practices for all planned renovation and repair activities. Step-by-step lead-safe work practice instructions for do-it-yourself projects may be found at: [www.epa.gov/lead](http://www.epa.gov/lead).
- You may also contact the Onondaga County Health Department Lead Poisoning Control Program at [LeadFreeKids@ongov.net](mailto:LeadFreeKids@ongov.net) or (315) 435-3271 for more information.

My signature below indicates that I have read and understand the information presented above.

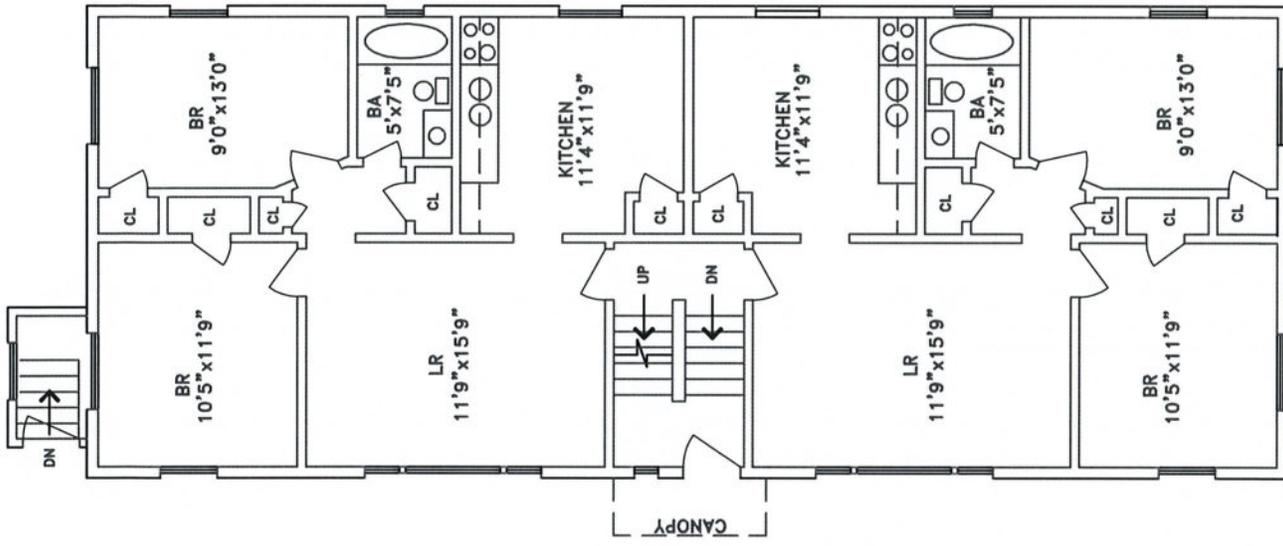
X Kelly Dove  
Signature

7.12.19  
Date

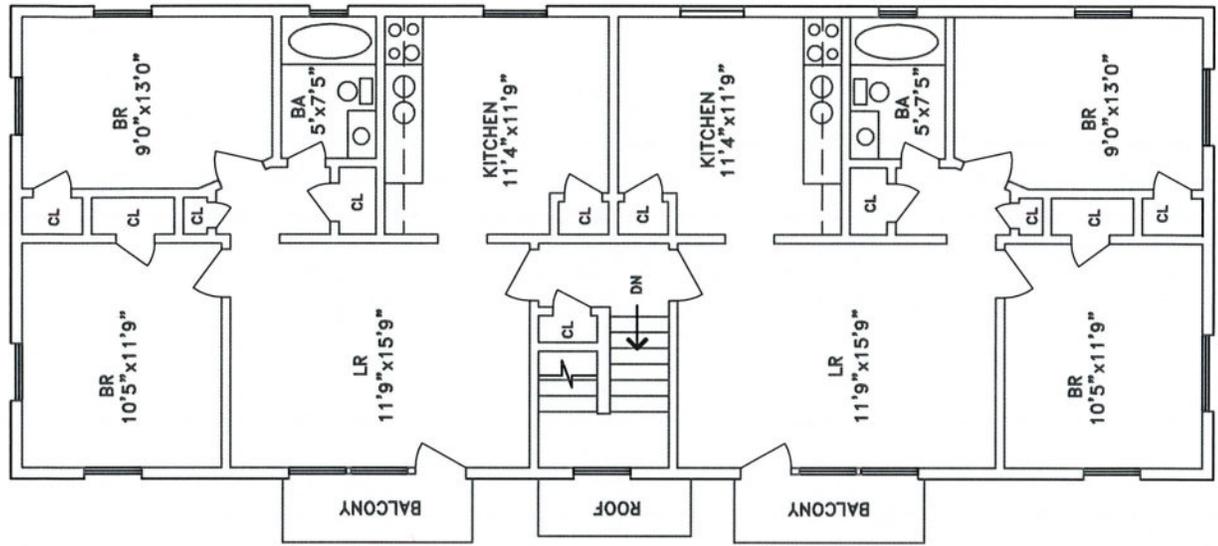
<sup>1</sup>Source: United States Environmental Protection Agency, Renovation, Repair and Painting Program



**BASEMENT  
EXISTING FLOOR PLANS**



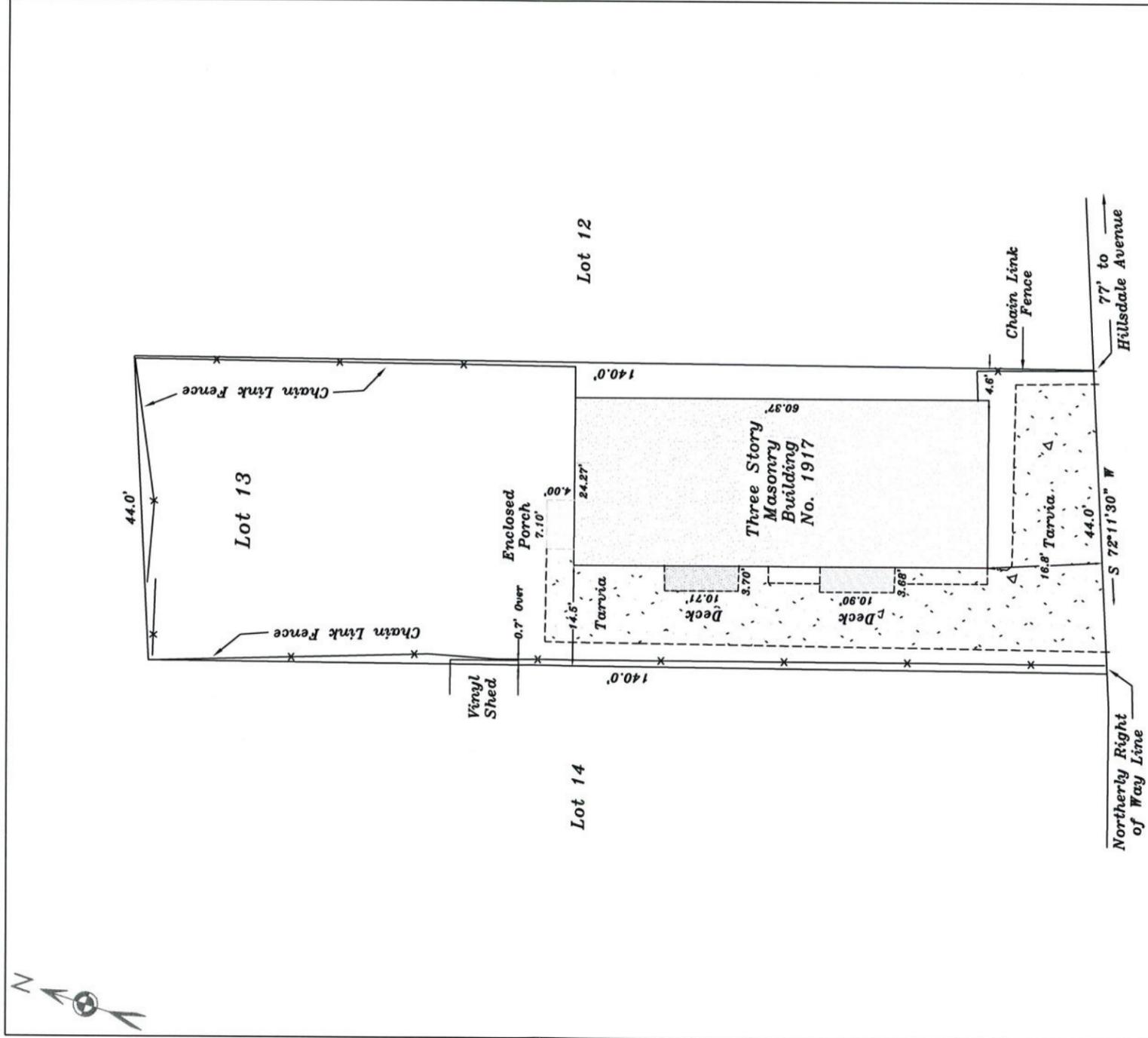
**FIRST FLOOR**



**SECOND FLOOR**



**1917 BURNET AVE - SYRACUSE, NY 13206**



# Burnet Avenue

**Michael J. McCully**  
**Land Surveying PLLC**  
 5875 Fieldstone Drive  
 Cazenovia, New York 13035  
 Phone : (315) 440-5096

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

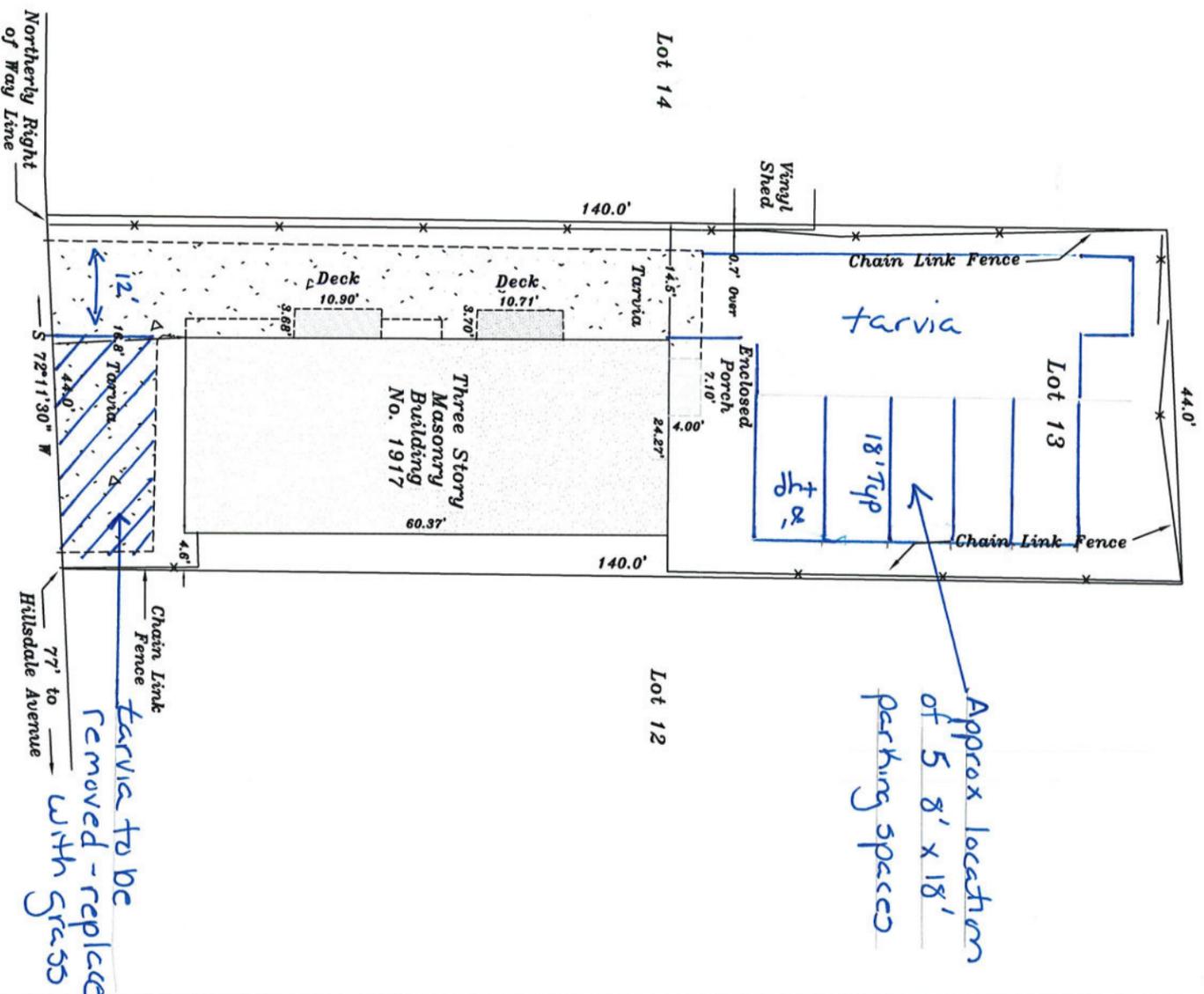
**M. J. McCully** NYSLLS 50696

Location Survey on Lot 13, Block 2034 of Eastwood Heights.

Known as No. 1917 Burnet Avenue, City of Syracuse, County of Onondaga, State of New York.

Drawn by: **MJM** Scale: 1" = 20'  
 Date(s): 01-15-19

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies. Certifications shall run only to the person or entities for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2019, Michael J. McCully Land Surveying, all rights reserved.



# Burnet Avenue Site Plan

**Michael J. McCully**  
**Land Surveying PLLC**  
 5875 Fieldstone Drive  
 Cazenovia, New York 13035  
 Phone : (315) 440-5096

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

Location Survey on Lot 13, Block 2034 of Eastwood Heights.

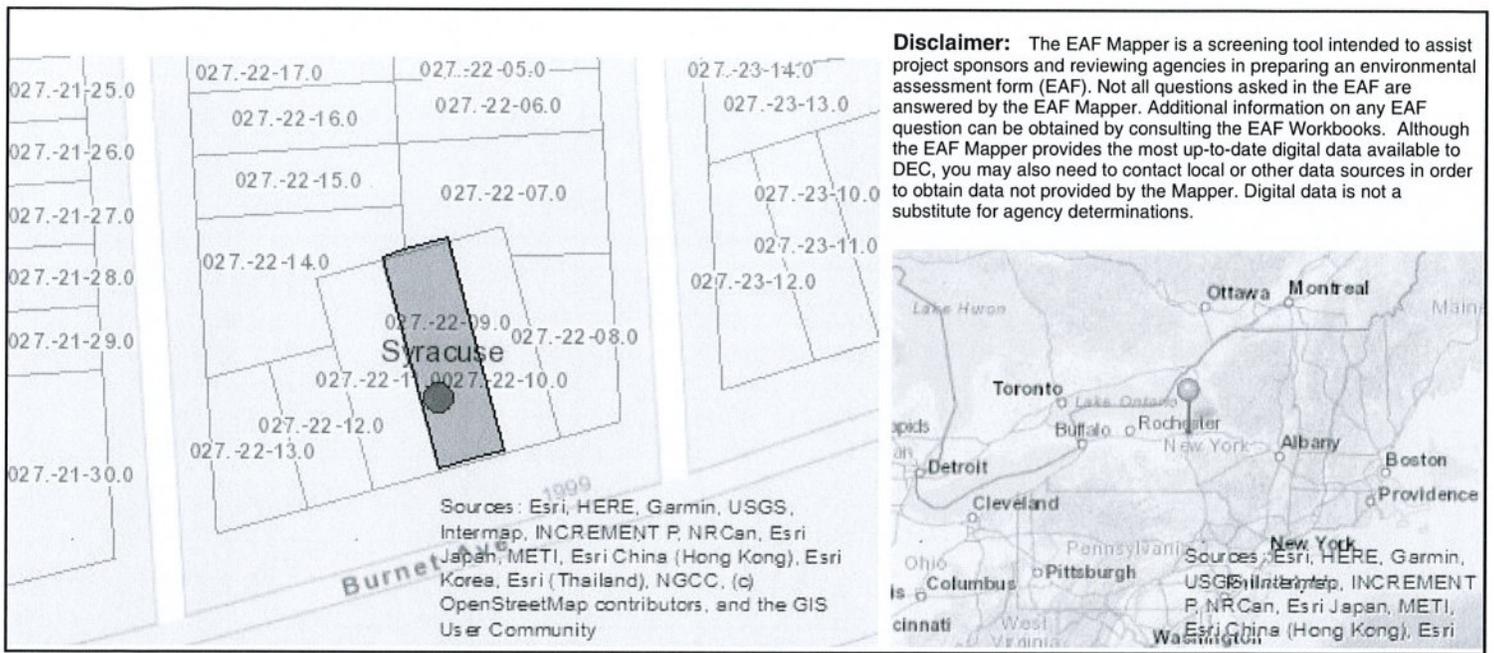
Known as No. 1917 Burnet Avenue, City of Syracuse, County of Onondaga, State of New York.

Drawn by: **MJM** Scale: 1" = 20'

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**M.J. McCully** NYSILS 50696

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Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

## 1917 Burnet Ave - Photographs



1917 Burnet Ave – Westerly Elevation (August 2019)



1917 Burnet Ave – Front Elevation (August 2019)

## 1917 Burnet Ave - Photographs



1917 Burnet Ave – Front Elevation (January 2019)



Looking Right (West) toward Woodbine Ave

## 1917 Burnet Ave - Photographs



Looking Left (East) toward Hillsdale Ave