

City of Syracuse
Office of Zoning Administration

**PROJECT SITE / SITE PLAN (LAKE FRONT) / MULTI-BUILDING / PROJECT PLAN
REVIEW APPLICATION**

City Hall Commons - Room 500 * 201 E. Washington Street * Syracuse, NY 13202-1426

315-448-8640 * zoning@syrgov.net * www.syrgov.net/Zoning.aspx

Office Use Filing Date: 6/10/2021 Case: PR-21-11 Zoning District: RB 1922

REQUESTED (Check applicable and briefly describe.)

- Project Site Review: New 816 sf Addition / Convert from 4 Dwelling Units to 6
- Site Plan Review (Lake Front): _____
- Multi-Building Review: _____
- Project Plan Review: _____

<u>TAX ASSESSMENT ADDRESS(ES)</u>	<u>TAX MAP ID(S)</u> (000.-00-00.0)	<u>OWNER(S)</u>	<u>DATE ACQUIRED</u>
1) <u>517 Walnut Avenue</u>	<u>048.-10-12.0</u>	<u>CRE 44 LLC</u>	<u>5/19/2017</u>
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____

As listed in the Department of Assessment property tax records at <http://syrgov.net/Assessment.aspx> - 315-448-8280.

COMPANION ZONING APPLICATION(S) (List any related City Zoning applications, if applicable, e.g., Resubdivision, Special Permit, Project Site Review, etc.)

- 1) _____ 2) _____ 3) _____

PROJECT CONSTRUCTION (Check all that apply and briefly describe, as applicable.)

- Demolition (full and partial): Front & Rear Open Porches
- New Construction: 816 SF Addition
- Façade (Exterior) Alterations: New Siding / Roofing
- Site Changes: _____

PROJECT INFORMATION (Briefly describe, as applicable.)

Project Name: 517 Walnut Ave

Current Land Use(s): RB - 4 Family

Proposed Land Use(s): RB - Multi Family

Number of Dwelling Units: Existing - 4 / Proposed - 6

Days and Hours of Operation: 24 / 7

Number of Onsite Parking Spaces: Existing - 0 / Proposed - 1 at 1007 Madison St by Agreement

PROJECT DESCRIPTION (Provide a brief description of the project, including purpose or need.)

Alter Existing 4 Dwelling Units to 6 Dwelling Units as a result of Addition and Interior Alterations

City of Syracuse Office of Zoning Administration

PROPERTY OWNER(S) (required)

As listed in Department of Assessment property tax records (<http://syrgov.net/Assessment.aspx> - 315-448-8280). If not listed as the owner, please provide proof of ownership, e.g., a copy of the deed. Attorney's signing on behalf of the owner must include a letter describing the legal arrangement. If the property owner is a Corporation or Organization, the person signing must provide member verification. **Contract purchasers, tenants, architects, engineers, contractors, etc. CANNOT sign on behalf of the owner.**

Jack	Mamiye	Member	To Be Established		
<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
200 E. 72nd Street	14K	New York	NY	10021	Phone: 732 688-5008
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email: jackmamiye@gmail.com</i>
* Signature:			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date: 05/21/2021		

*** OWNER SIGNATURE DECLARATION**

I understand that false statements made herein are punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct. I also understand that any false statements and/or attachments presented knowingly in connection with this application will be considered null and void.

APPLICANT(S) (if applicable)

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

REPRESENTATIVE(S)/CONTACT(S) (if applicable)

1035 Seventh N. St	Mosher	RA/AIA	Mosher Architects		
<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
1035 Seventh N. St	Suite 1A	Liverpool	NY	13088	Phone: 315 420-6677
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email: Dmosher@mosherarchitects.com</i>

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		
					<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

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.

Part 1 – Project and Sponsor Information			
517 WALNUT AVE APARTMENTS			
Name of Action or Project: PROPOSED ALTERATIONS / ADDITION			
Project Location (describe, and attach a location map): 517 WALNUT AVE. SYRACUSE, NY			
Brief Description of Proposed Action: Construct New 816 sf Addition / Convert from 4 Dwelling Units to 6			
Name of Applicant or Sponsor: Mosher Architects		Telephone: 315-420-6677	
		E-Mail: dmosher@mosherarchitects.com	
Address: 1035 Seventh North St. Suite 1A			
City/PO: Liverpool		State: NY	Zip Code: 13088
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 type="checkbox"/>	YES <input checked="" 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: PLANNING BOARD		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		6075.31 sf acres	
b. Total acreage to be physically disturbed?		1,000SF acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		6075.31 sf 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 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? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<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: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" 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"/>	
	<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: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: _____		
existing drainage patterns to remain _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>DAVID E. HROCKOWSKI, P.A., AIA</u> Date: <u>5-21-2021</u>		
Signature: <u>[Signature]</u> Title: <u>ARCHITECT</u>		

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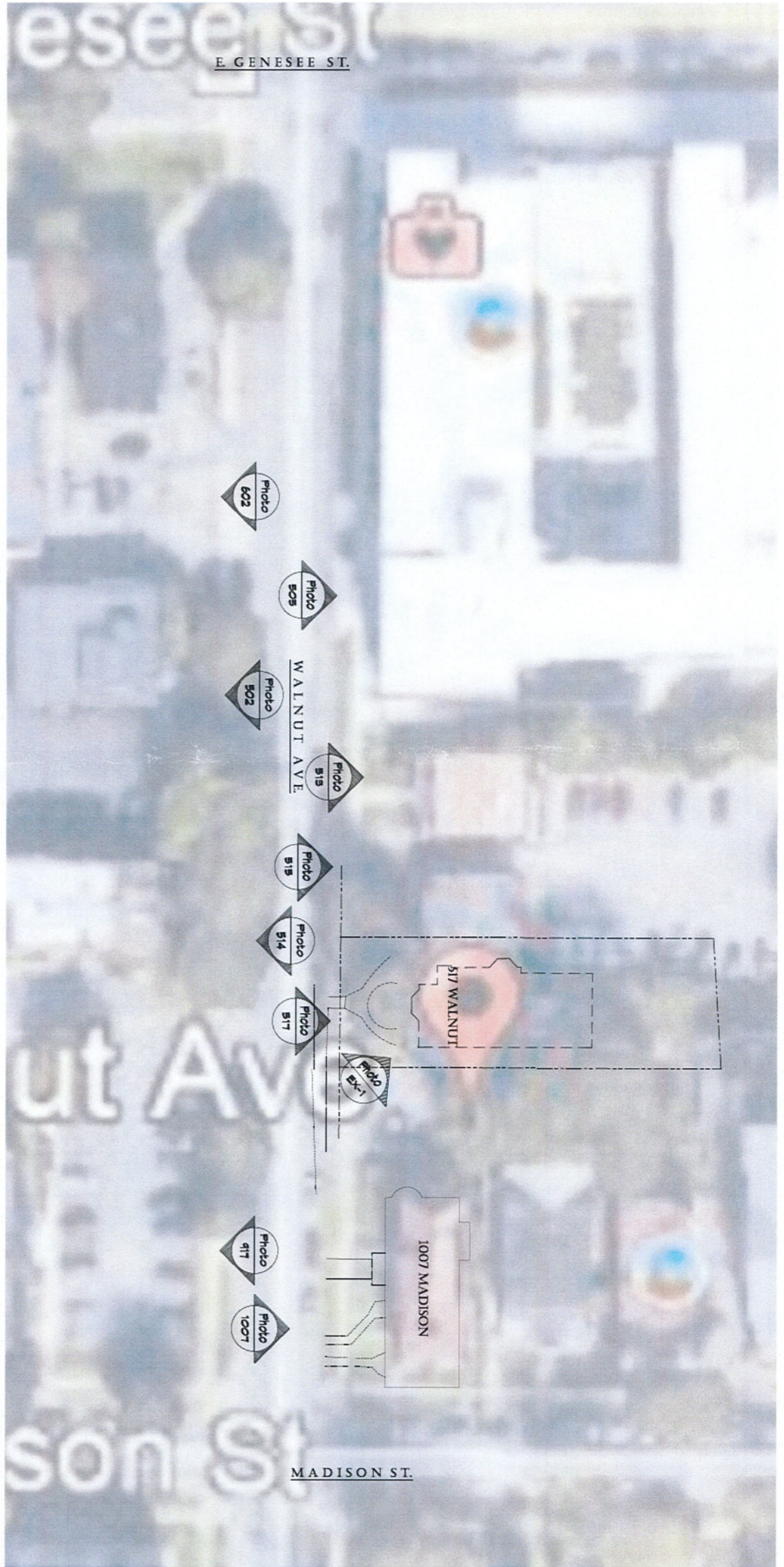


PHOTO KEY PLAN
SCALE NOT TO SCALE

	PHOTO KEY PLAN	HARRINGTON & MOSHER ARCHITECTS, PC 1055 11th NORTH STREET SUITE 1A LIVERPOOL, N.Y. 13088 (P) (315) 422-6677	<table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>ISSUED FOR PERMITS/REVISIONS</td> <td>01-20-2021</td> </tr> <tr> <td>002</td> <td>POST PERMITS COMMENTS</td> <td>09-10-2021</td> </tr> <tr> <td>003</td> <td>PROJECT SITE REVISION SUBMISSION 1</td> <td>09-27-2021</td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	001	ISSUED FOR PERMITS/REVISIONS	01-20-2021	002	POST PERMITS COMMENTS	09-10-2021	003	PROJECT SITE REVISION SUBMISSION 1	09-27-2021	ADDITION / ALTERATIONS 517 WALNUT AVENUE & 1007 MADISON STREET SYRACUSE, NY 13202
	NO.		DESCRIPTION	DATE												
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PH-1																



PHOTO
502 WALNUT



PHOTO
505 WALNUT



PHOTO
513 - 515
WALNUT

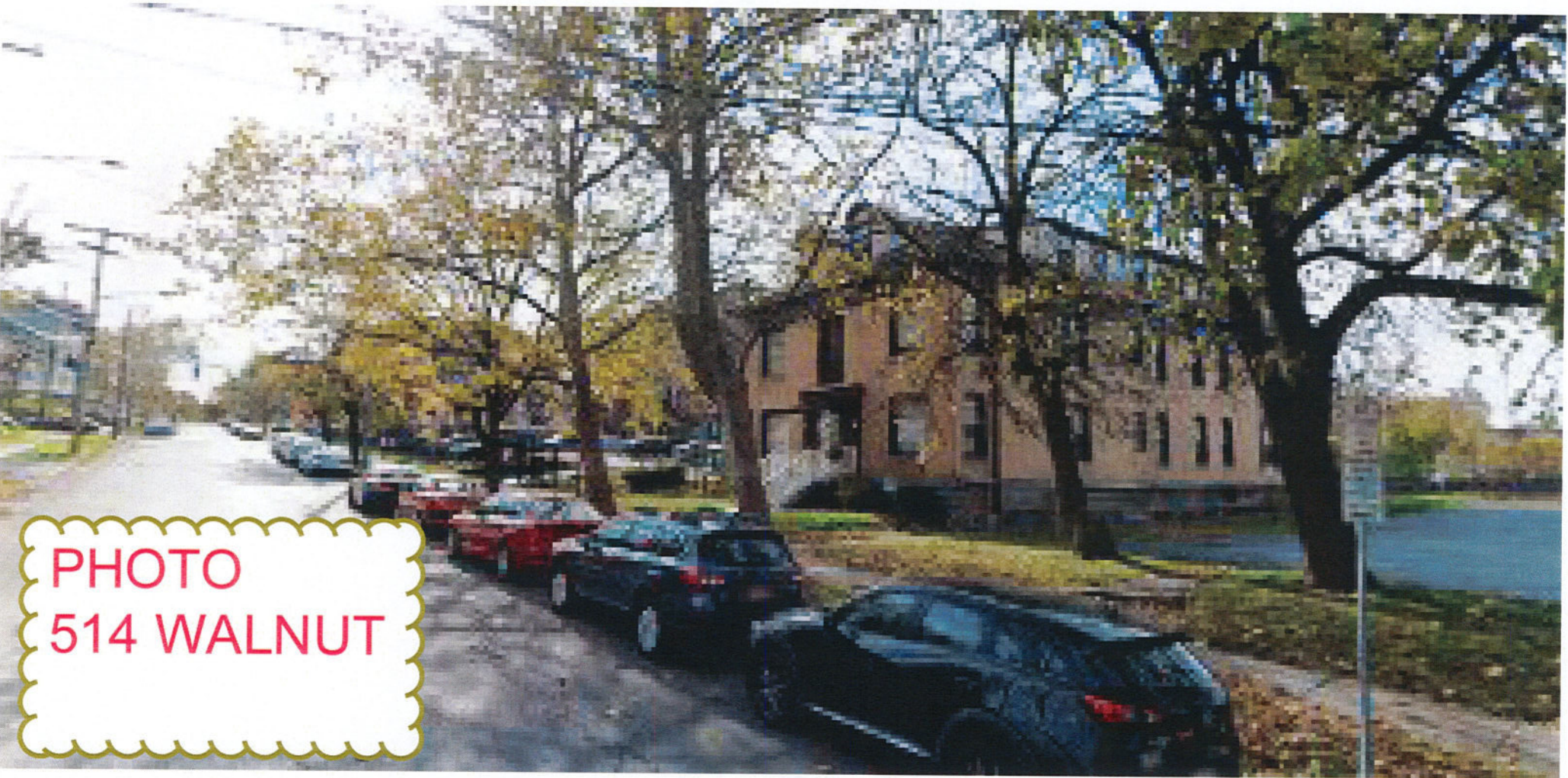


PHOTO
514 WALNUT



515

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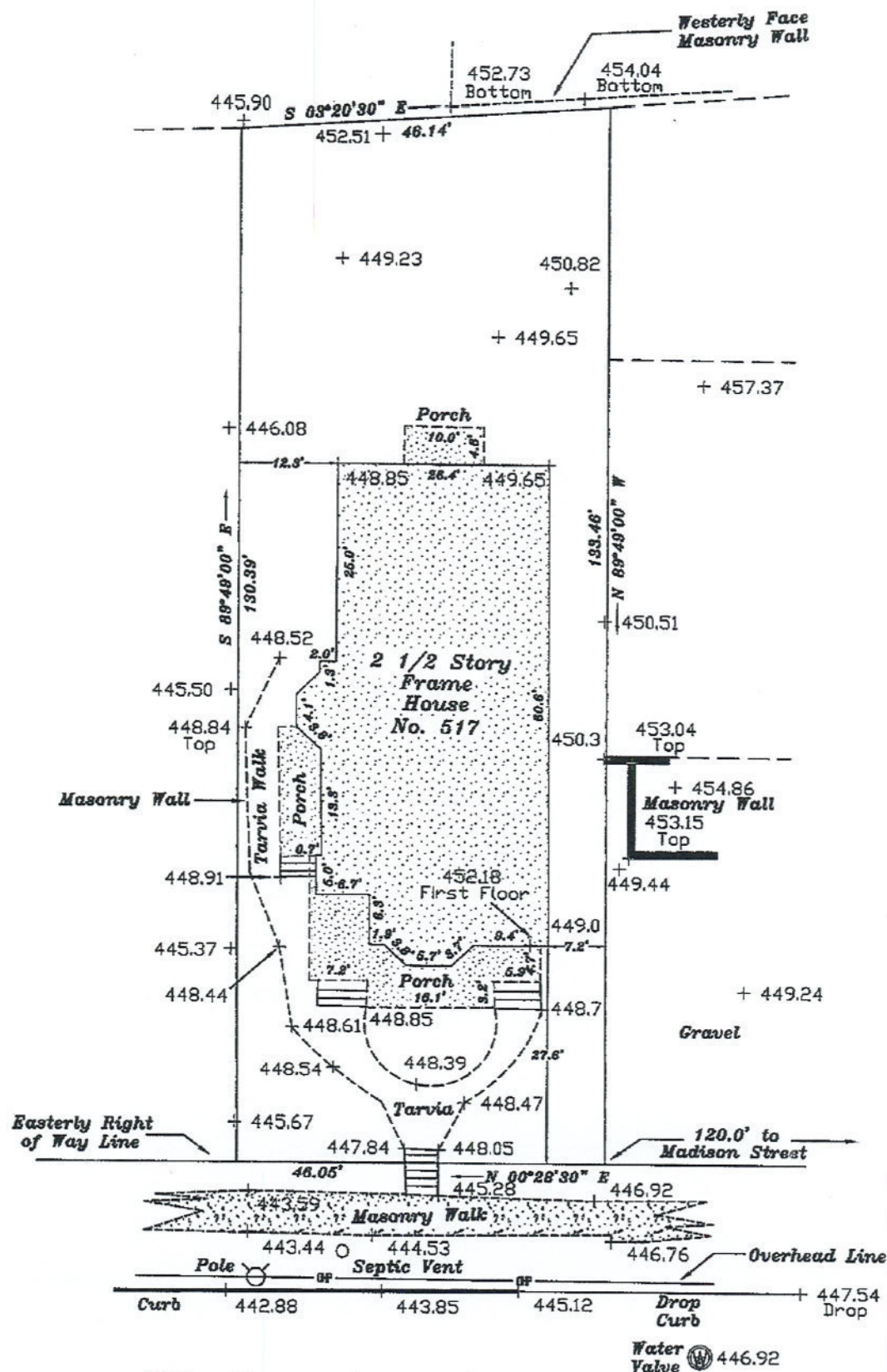
PHOTO
515 - 517
WALNUT



PHOTO
917
MADISON



PHOTO
1007
MADISON



Walnut Avenue

To:

Notes/References:

- *Elevation Datum - NAVD88.
- *Parcel Area = 6075.31 Sq. Ft.
- *Heavy vehicular presence at time of survey.
- *Significant snow/ice pack at time survey.
- *First Floor as shown hereon at door jambs.
- *Elevations at top of curb unless shown otherwise.



<p style="text-align: center;">Michael J. McCully Land Surveying PLLC 5875 Fieldstone Drive Casenovia New York 13035 Phone : (315) 815-5034</p>		<p style="text-align: center;">Elevation/Location Survey on Part Lots Four and Five, Block 410 of Highlands of Syracuse.</p>
<p style="text-align: center;"><i>I hereby certify that this map was made from an actual survey and same is correct.</i></p>		<p style="text-align: center;">Known as No. 517 Walnut Avenue, City of Syracuse, County of Onondaga, State of New York.</p>
<p style="text-align: center;"><i>M.J. McCully</i></p>	<p style="text-align: center;">M.J. McCully NYSLLS 50696</p>	<p style="text-align: center;">Drawn by: MJM Scale: 1" = 20' Date(s): 02-27-21</p>
<p>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 2021, Michael J. McCully Land Surveying, all rights reserved.</p>		

ADDITION / ALTERATIONS

517 WALNUT AVE.

SYRACUSE, NEW YORK

INDEX OF DRAWINGS	
C-1	COVER SHEET
L-1	SITE LAYOUT PLAN
PH-1	PHOTO KEY PLAN
A-1	PROPOSED FLOOR PLANS 517 WALNUT AVE
A-2	EXTERIOR ELEVATIONS 517 WALNUT AVE
A-3	EXTERIOR ELEVATIONS 517 WALNUT AVE

PROJECT SITE REVIEW

5-21-2021

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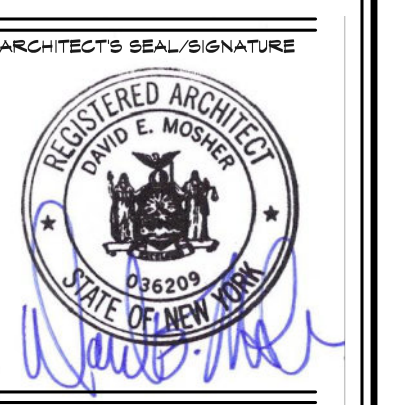
ADDITION / ALTERATIONS
517 WALNUT AVENUE &
1007 MADISON STREET
SYRACUSE, NY 13202

NO.	DRAWING ISSUED	DATE
101	ISSUED FOR PERMIT APPLICATION VTS	04-22-2021
102	POST PERMIT VTS COMMENTS	05-11-2021
103	PROJECT SITE AND/OR SUBMISSION 1	05-21-2021

HARRINGTON & MOSHER
ARCHITECTS, PC
1035 7TH NORTH STREET SUITE 1A
LIVERPOOL, N.Y. 13088 | P (315) 420-6677

COVER SHEET

SCALE: AS NOTED
DRAWN BY: DEM
CHECKED BY: DEM



DATE: 2020-52

SHEET NO:
C-1

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CONTOUR
		SPOT ELEVATION
		CT/CE
		TC/BC
		HP/LP
		TF-2
		B-1
		GUIDERAIL
		FENCE
		UTILITY POLE
		WATER LINE
		FIRE HYDRANT
		STORM PIPE
		UNDERDRAIN
		SANITARY PIPE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE
		DRYWELL
		INLET
		CLEAN OUT
		SANITARY MANHOLE
		ASPHALT PAVEMENT-PARKING
		TRAFFIC SIGN
		TRAFFIC SIGN - SET IN BOLLARD
		TRAFFIC SIGN - MOVABLE
		LIGHT POLE (SEE ELECTRICAL PLANS FOR WIRING)
		CURB
		CURB FLUSH (1' REVEAL UNLESS OTHERWISE NOTED)
		SILT FENCE
		TREE
		SHRUB
		PLANT KEY
		VEGETATION
		QUANTITY
		PLANT TYPE

GENERAL NOTES

- TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY MICHAEL J MCCULLY LAND SURVEYING, PLLC, 5875 FIELDSTONE DRIVE, CAZENOVIA, NY, 13035, CERTIFIED DATED 2/21/21
- OWNER AND ARCHITECT DO NOT CONFIRM THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION. CONTRACTOR IS RESPONSIBLE FOR THOROUGH EXAMINATION AND VERIFICATION OF ALL EXISTING SURFACE AND SUBSURFACE CONDITIONS AFFECTING THE NATURE, SCOPE, COMPLEXITY AND COST OF THE CONTRACT WORK. ADDITIONAL INFORMATION ON EXISTING CONDITIONS HAS BEEN ADDED TO THE DRAWINGS BASED ON THE LANDSCAPE ARCHITECT'S OBSERVATIONS BUT IS NOT INTENDED TO AND DOES NOT ALTER THE SURVEY INFORMATION. REFER TO SURVEY NOTES FOR ADDITIONAL INFORMATION.
- SAW CUT FOR PAVING REMOVALS. EXTEND REMOVAL LINES TO INCLUDE ANY ADJOINING BROKEN OR DETERIORATING PAVING. CAREFULLY REMOVE, STOCKPILE AND PROTECT ANY ITEMS NOTED FOR SALVAGE. ALL DEMOLITION RUBBLE, DEBRIS AND EXCESS SOILS TO BE PROMPTLY REMOVED FROM SITE. STRIP AND STOCKPILE SUFFICIENT EXISTING ORGANIC TOPSOILS FOR RESPREADING AS REQUIRED ON DISTURBED AND REGRADED AREAS TO BE ESTABLISHED AS LAWN AND FOR REPAIR OF DISTURBED EXISTING LAWNS TO REMAIN. STOCKPILE ALL MATERIALS IN APPROVED LOCATIONS WITHOUT INTERFERING WITH OTHER CONTRACTOR WORK, SCHOOL TRAFFIC OR DRAINAGE.
- ALL FILL/BACKFILL OF EXCAVATIONS AND VOIDS RESULTING FROM REMOVALS AND RELATED WORK UNDER PROPOSED OR REPLACEMENT PAVING AREAS SHALL ONLY BE COARSE AGGREGATE FILL OR SUBBASE COURSE MATERIAL THOROUGHLY COMPACTED.
- PROTECT ALL FACILITIES AND IMPROVEMENTS ON AND ADJOINING THE PROPERTY WHICH ARE NOT SPECIFICALLY IDENTIFIED FOR REMOVAL. VERIFY LOCATIONS AND DEPTHS OF ALL SUBSURFACE UTILITIES TO REMAIN PRIOR TO ANY ADJACENT REMOVAL AND EXCAVATION WORK.
- ALL EXISTING FEATURES SHALL REMAIN UNLESS OTHERWISE NOTED. IF THE CONTRACTOR DAMAGES ANY OF THE EXISTING ON-SITE FACILITIES TO REMAIN (TREES, PAVEMENTS, UNDERGROUND UTILITIES, STRUCTURES, ETC.) WHETHER SHOWN ON THE PLANS OR NOT, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE SUCH ITEMS AT HIS OWN EXPENSE AND ASSUME ALL RESPONSIBILITY FOR SUCH DAMAGE WITHOUT ANY ADDITIONAL COST TO THE OWNER. REPLACEMENT MATERIAL SHALL BE SAME QUALITY AND QUANTITY AS ORIGINAL.
- THE CONTRACTOR SHALL CONFIRM EXISTING GRADES AND LOCATIONS OF ALL EXISTING FEATURES WITHIN THE CONTRACT LIMIT LINE. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY SHOULD ANY DISCREPANCIES BE FOUND AT (315) 445-1950.
- ADJUST RIMS OF UTILITY STRUCTURES TO REMAIN WITHIN AREAS OF GRADE CHANGES TO MEET PROPOSED LINES AND GRADES.
- ALL NON-PAVED AREAS ARE TO BE LAWN UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL BLEND NEW WORK SMOOTHLY AND EVENLY WITH EXISTING LINES AND GRADES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LAWN MAINTENANCE WITHIN THE CONTRACT LIMIT LINE. EXISTING LAWNS SHALL BE MOVED AS MUCH AS PRACTICAL TO KEEP AREA FROM LOOKING UNSIGHTLY. ALL TRASH AND DEBRIS SHALL BE PICKED UP AND DISPOSED OF PROPERLY.

NEW PLANT LIST

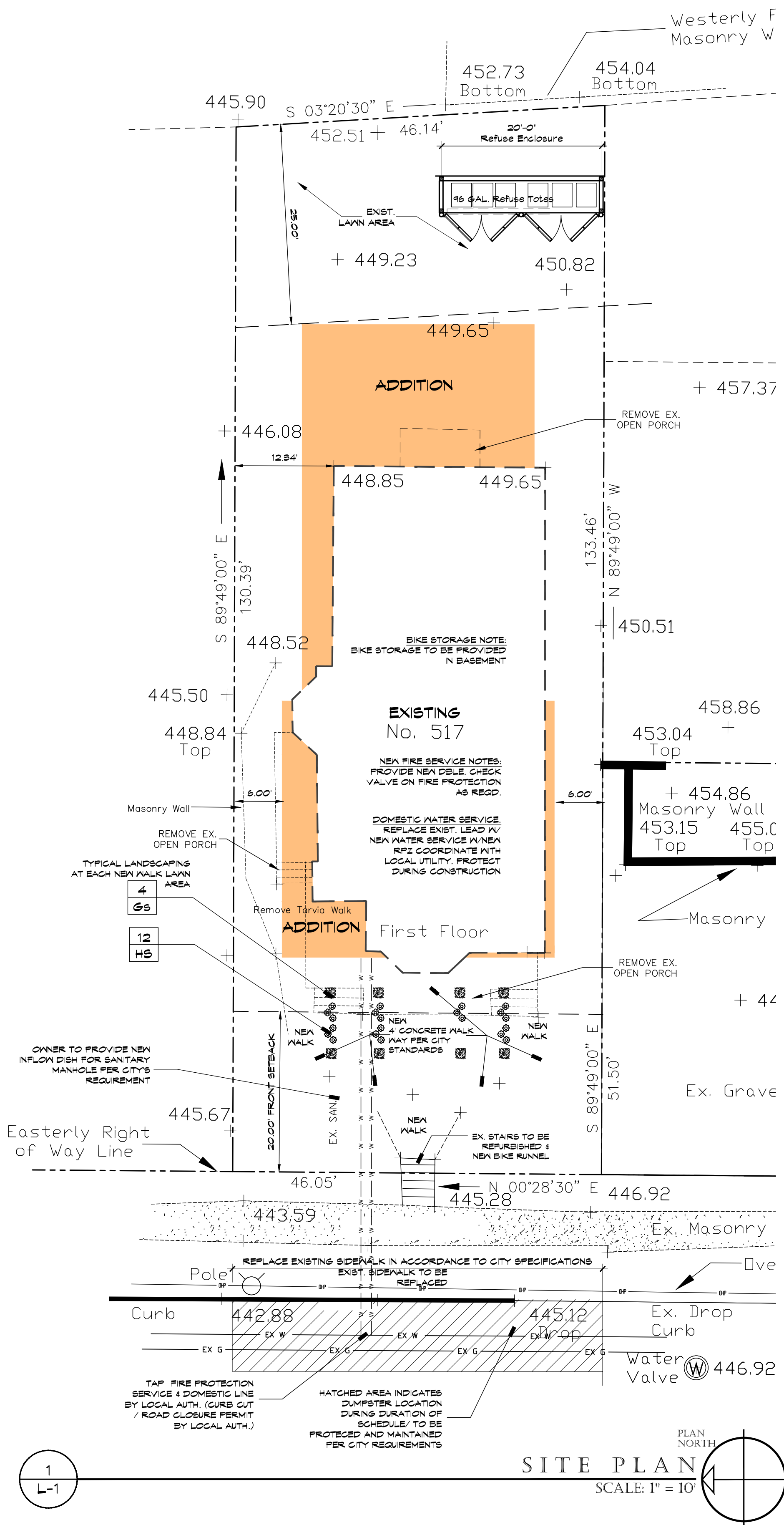
PERENIALS	KEY	COMMON NAME	BOTANICAL NAME	CALIPER HEIGHT	CONDITION	REMARKS
	HS	STELLA DORO DAY LILLY	HEMEROCALLIS STELLA D'ORA			2 GAL.

SHRUBS	KEY	COMMON NAME	BOTANICAL NAME	CALIPER HEIGHT	CONDITION	REMARKS
	G6	GRO LO SUMAC	RUBUS AROMATIC			5 GAL.

PLANTING KEY LEGEND:	PLANTING LIST NOTES:
	1) NEW PLANTING MATERIAL NOTES:
	A) NEW PLANTED MATERIAL SHOULD BE SELECTED FOR ITS HARDINESS, ATTRACTIVENESS AND ABILITY TO FILL THE SITE
ETR: EXISTING TO REMAIN	B) NEW DECIDUOUS TREES SHALL BE MINIMUM 2 1/2" CALIPER
	C) OTHER NEW TREES SHALL BE MINIMUM OF 8' TALL

ZONING CHART

ZONING DISTRICT:	RESIDENTIAL DISTRICT B	
PROPOSED USE:	RESIDENTIAL / APARTMENT HOUSE	
BUILDING (W/ ADDITIONS): RESIDENTIAL	BASEMENT LEVEL	2,427 SQ. FT.
	FIRST FLOOR	2,427 SQ. FT.
	SECOND FLOOR (W/ BALCONY)	2,754 SQ. FT.
	THIRD FLOOR (W/ BALCONY)	2,754 SQ. FT.
	NEW TOTAL AREA	10,362 SQ. FT.
LOT AREA:	6,075.31 SQ. FT.	
MINIMUM LOT WIDTH:	RESIDENTIAL REQUIRED	50 FT
	PROPOSED / EXISTING	EXISTING 46.14 FT
MINIMUM FRONT YARD SETBACK:	AVG. 20' FT	PROPOSED 20' FT
MINIMUM SIDE YARD SETBACK:	4'-2" = 6'	EXISTING 6' FT
MINIMUM REAR YARD SETBACK:	(15% OF 130.89' DEPTH (19.55 + 2))	
	21.55 FT	PROPOSED 25'
MAXIMUM BUILDING COVERAGE:	40%	(2,427 SF) = 29.94 %
PARKING SURFACE COVERAGE:	40%	EXISTING N/A
DENSITY REQUIREMENTS:	1,000 SQ. FT. MIN. PER DWELLING UNIT	
	6,075.31 SQ. FT. / 6 NEW UNITS = 1012 SF / UNIT	
PARKING REQUIREMENTS:	ONE PARKING SPACE PER DWELLING UNIT	
PARKING REQUIREMENT CALCULATIONS:	6 DWELLING UNITS / ONE PARKING SPACE PER DWELLING UNIT = 6 SPACES	
DWELLING UNIT:	OWNER TO SEEK WAIVER OR VARIANCE	
	EXISTING = 0 PROPOSED 0	



ADDITION / ALTERATIONS
517 WALNUT AVENUE &
1007 MADISON STREET
SYRACUSE, NY 13202

NO.	DRAWING ISSUED	DATE
1	ISSUED FOR PREDEVELOPMENT MTS.	04-22-2021
2	POST PREDEV. MTS. COMMENTS	08-11-2021
3	PROJECT SITE REVIEW SUBMISSION 1	08-31-2021

HARRINGTON & MOSHER
ARCHITECTS, PC
 1035 7TH NORTH STREET SUITE 1A
 LIVERPOOL N.Y. 13088 (P) (315) 420-6677

PROPOSED
SITE PLAN

SCALE:	AS NOTED
DRAWN BY:	DEM
CHECKED BY:	DEM
ARCHITECT'S SEAL/SIGNATURE	
JOB NO.	2020-52
SHEET NO.	L-1

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1
PH-1

PHOTO KEY PLAN
SCALE: NOT TO SCALE

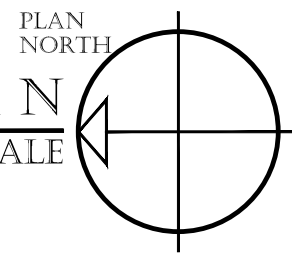


PHOTO KEY PLAN

SCALE: AS NOTED
 DRAWN BY: DEM
 CHECKED BY: DEM

REGISTERED ARCHITECT
 HARRINGTON & MOSHER
 STATE OF NEW YORK

2020-52

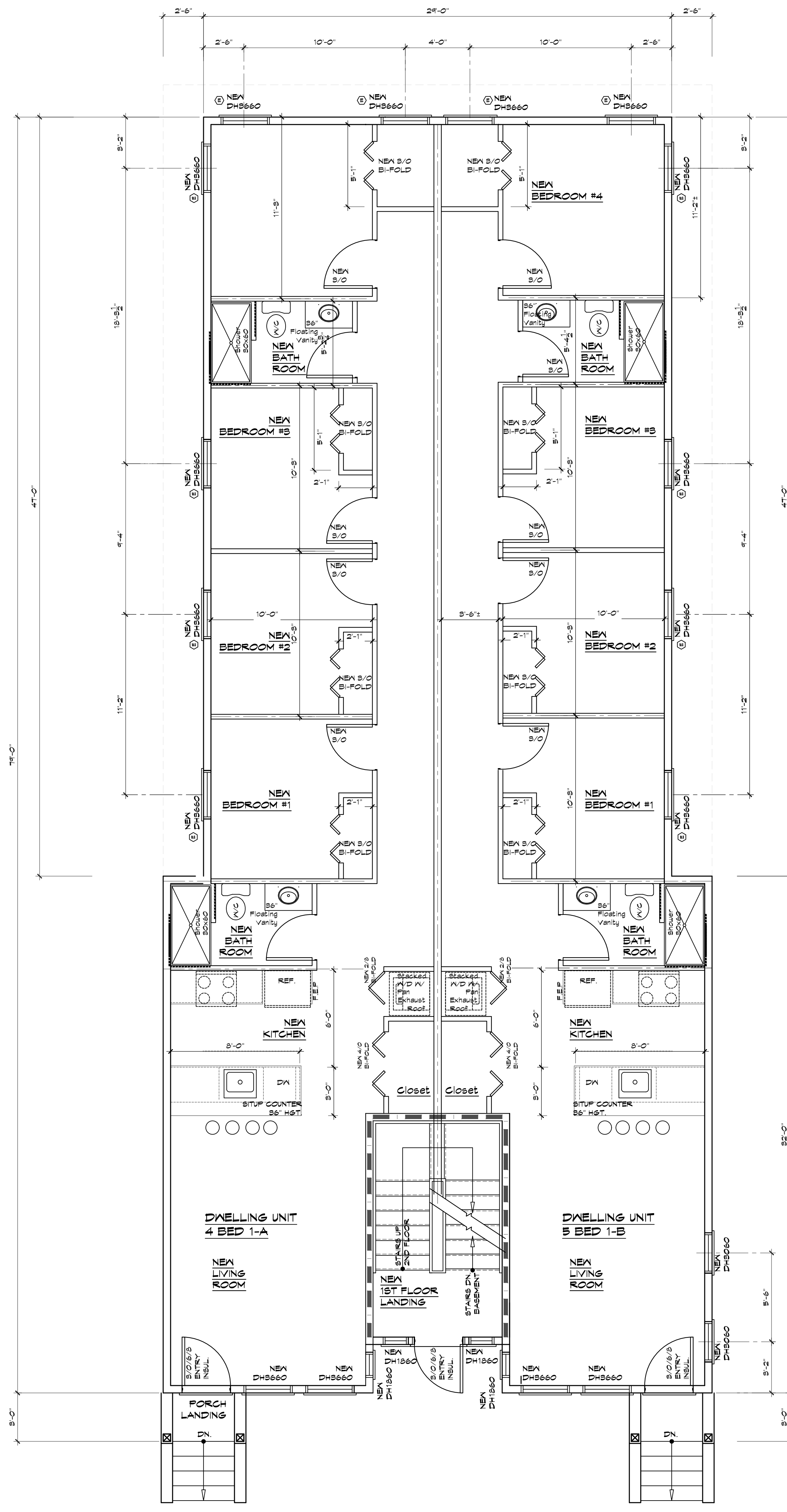
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HARRINGTON & MOSHER
 ARCHITECTS, PC
 1035 7TH NORTH STREET SUITE 1A
 LIVERPOOL, N.Y. 13088 | P: (315) 420-6677

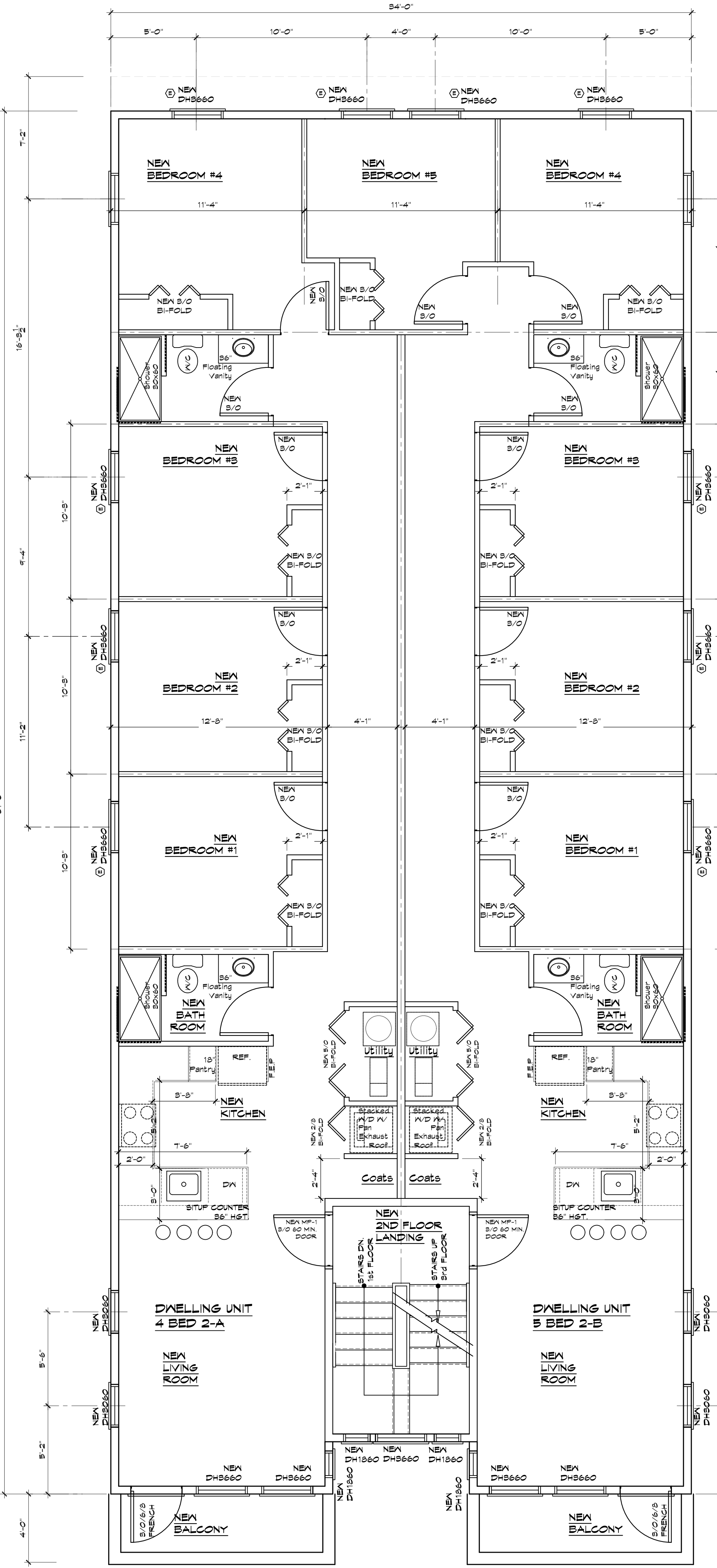
NO.	DRAWING REVISION	DATE
1	ISSUED FOR PERMISSIVE REVIEW	04-22-2021
2	POST PERMIT / VRS COMMENTS	05-11-2021
3	PROJECT SITE REVIEW SUBMISSION	05-21-2021

ADDITION / ALTERATIONS
 517 WALNUT AVENUE &
 1007 MADISON STREET
 SYRACUSE, NY 13202

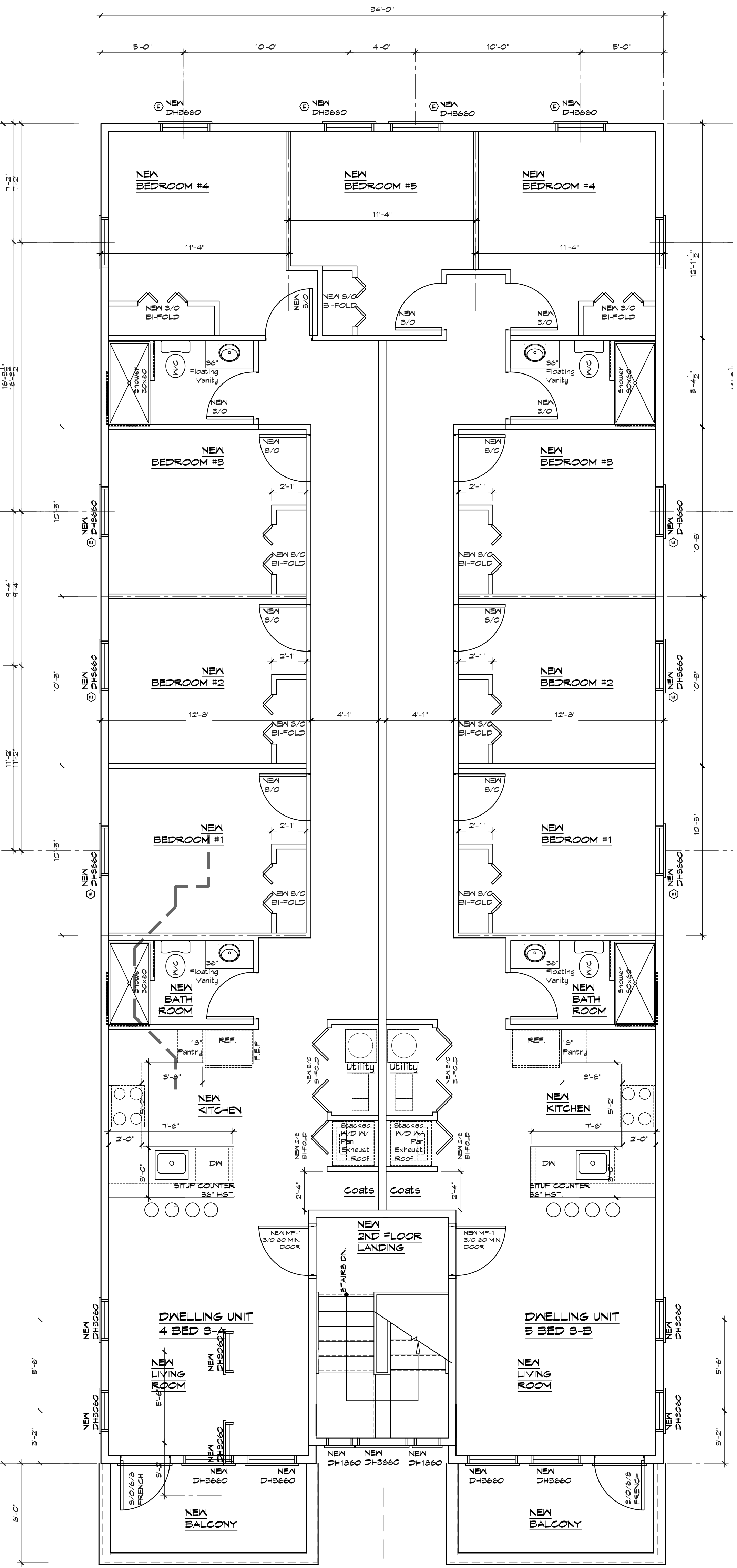
DATE: 04-12-2021
 DRAWING NO: 2020-52
 PROJECT: 1007 MADISON STREET, SUITE 1A, SYRACUSE, NY 13202
 ARCHITECT: HARRINGTON & MOSHER ARCHITECTS, PC
 1035 7TH NORTH STREET, SUITE 1A, LIVERPOOL, NY 13083
 (315) 420-6677



PLAN NORTH
FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"



PLAN NORTH
SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0"



PLAN NORTH
THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"

ADDITION / ALTERATIONS
 517 WALNUT AVENUE &
 1007 MADISON STREET
 SYRACUSE, NY 13202

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT/ALTERNATE VTS	04-12-2021
2	POST PERMIT/ VTS COMMENTS	05-11-2021
3	PROJECT SITE AND/OR SUBMISSION 1	05-21-2021

HARRINGTON & MOSHER
ARCHITECTS, PC
 1035 7TH NORTH STREET, SUITE 1A
 LIVERPOOL, NY 13083 | (315) 420-6677

PROPOSED
FLOOR PLANS

SCALE: AS NOTED
 DESIGNED BY: DEM
 CHECKED BY: DEM

REGISTERED ARCHITECT

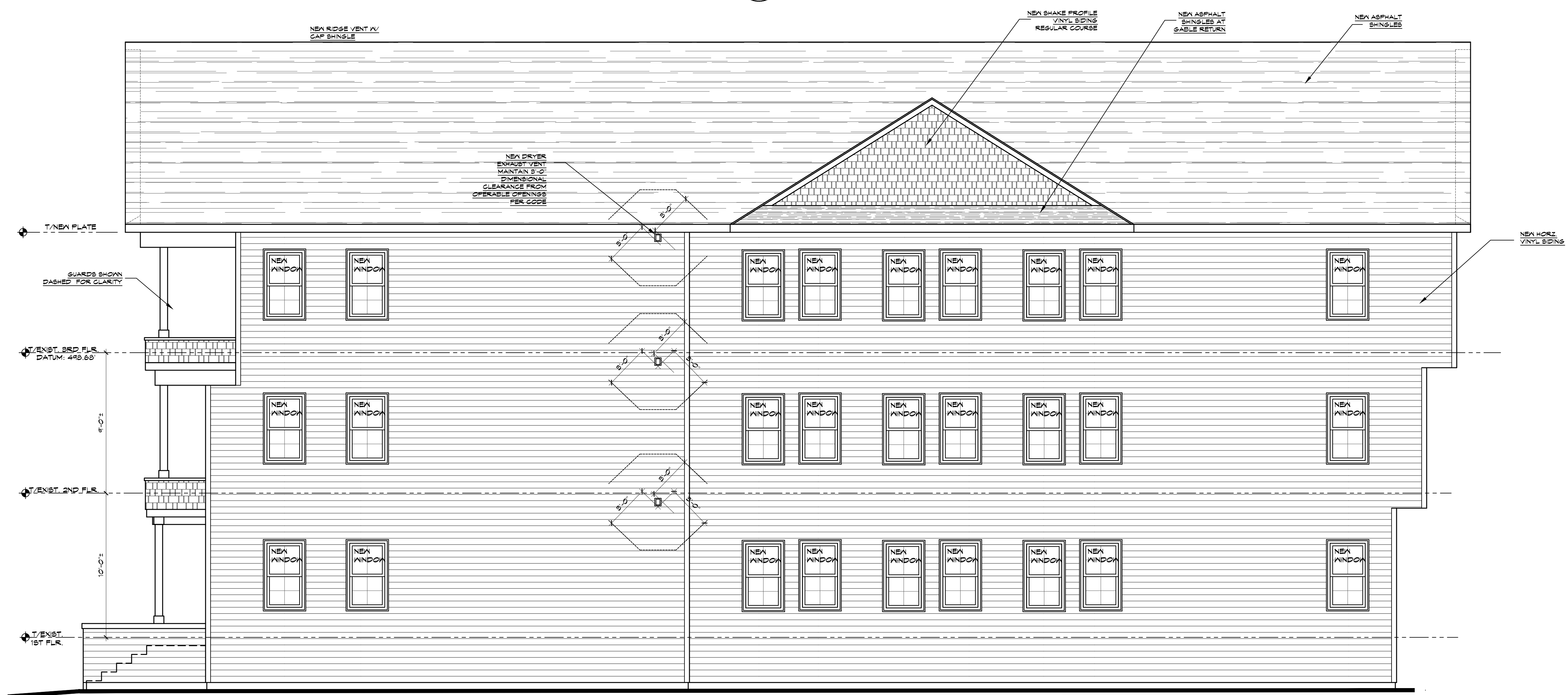
 DATE: 05-11-2021

2020-52
 SHEET NO
A-1

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1
 A-2W
 NEW FRONT EXTERIOR ELEVATION [WEST]
 SCALE: 1/4" = 1'-0"



2
 A-2W
 NEW RIGHT SIDE EXTERIOR ELEVATION [SOUTH]
 SCALE: 1/4" = 1'-0"

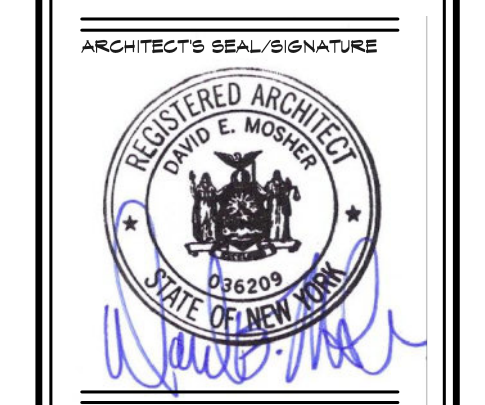
ADDITION / ALTERATIONS
 517 WALNUT AVENUE &
 1007 MADISON STREET
 SYRACUSE, NY 13202

NO.	DATE	DESCRIPTION
1	04-20-2021	ISSUED FOR PERMIT/ALPHABET VHS
2	08-11-2021	POST PERMIT/ VHS COMMENTS
3	08-21-2021	PROJECT SITE REVISED SUBMISSION 1

HARRINGTON & MOSHER
 ARCHITECTS, P.C.
 1095 7TH NORTH STREET SUITE 1A
 LIVERPOOL, N.Y. 13088 | P: (315) 420-6677

SCHEMATIC
 EXTERIOR
 ELEVATIONS
 517 WALNUT

SCALE: AS NOTED
 DRAWN BY: DEB
 CHECKED BY: DEB



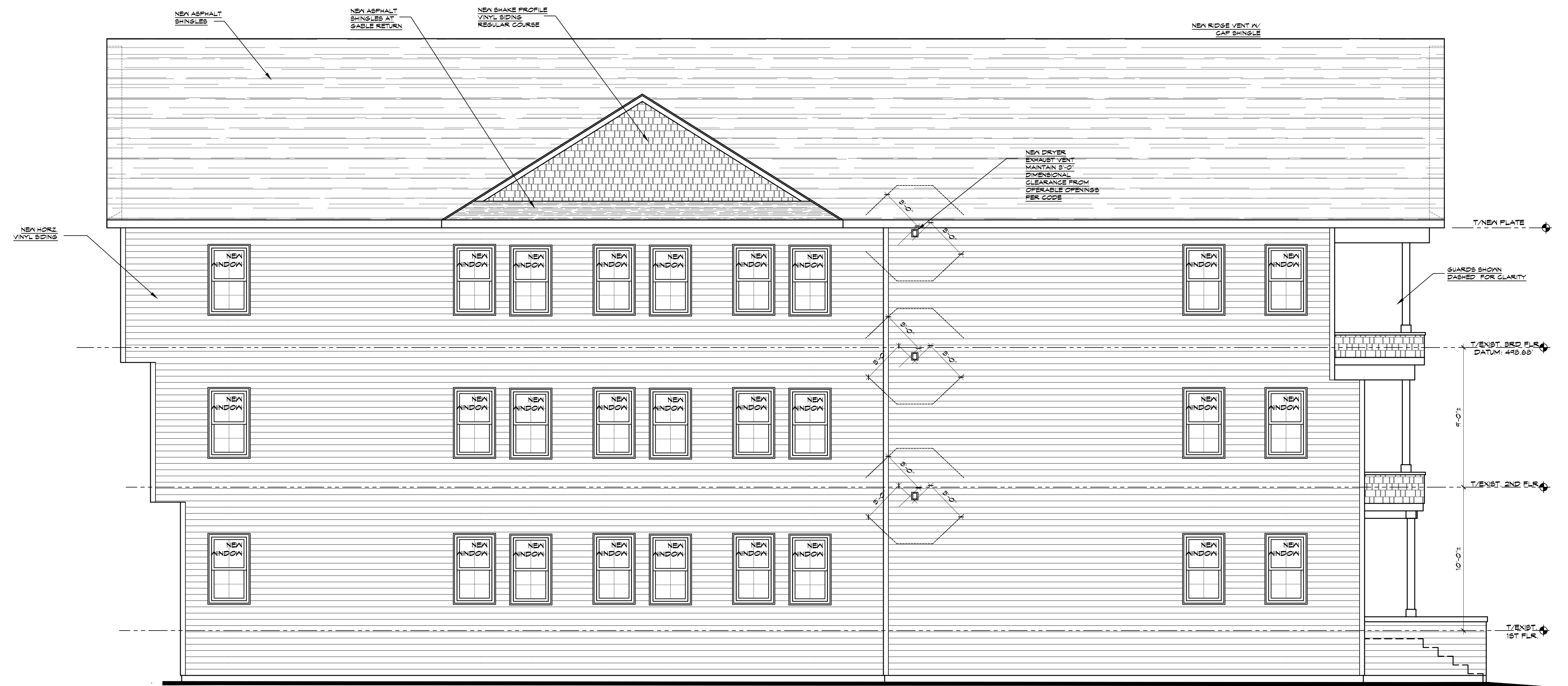
2020-52

A-2W

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1
 A-SW
 NEW REAR EXTERIOR ELEVATION (WEST)
 SCALE: 1/4" = 1'-0"



2
 A-SW
 NEW LEFT SIDE EXTERIOR ELEVATION (NORTH)
 SCALE: 1/4" = 1'-0"

ADDITION / ALTERATIONS
 517 WALNUT AVENUE &
 1007 MADISON STREET
 SYRACUSE, NY 13202

NO.	DRAWING ISSUED	DATE
1	ISSUED FOR PERMIT/PLACEMENT VTS	04-20-2021
2	POST PERMIT/ VTS COMMENTS	05-11-2021
3	PROJECT SITE AND/BA SUBMISSION 1	05-21-2021

HARRINGTON & MOSHER
 ARCHITECTS, P.C.
 1035 7TH NORTH STREET SUITE 1A
 LIVERPOOL, N.Y. 13088 | P (315) 420-6677

SCHEMATIC
 EXTERIOR
 ELEVATIONS
 517 WALNUT

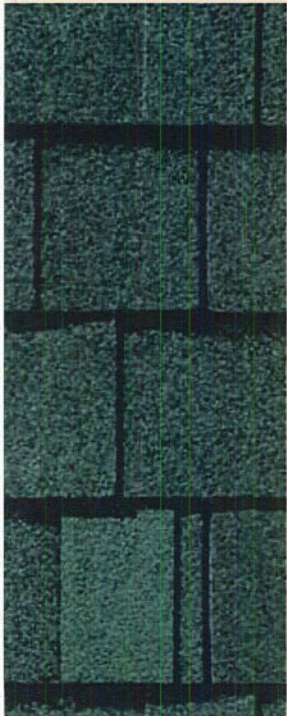
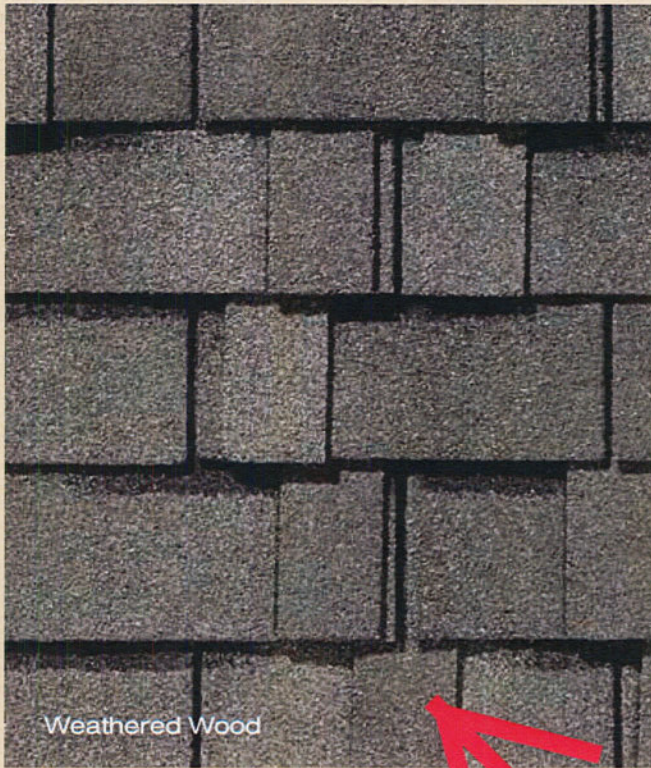
SCALE: AS NOTED
 DRAWN BY: DEM
 CHECKED BY: DEM



2020-52
 SHEET NO.

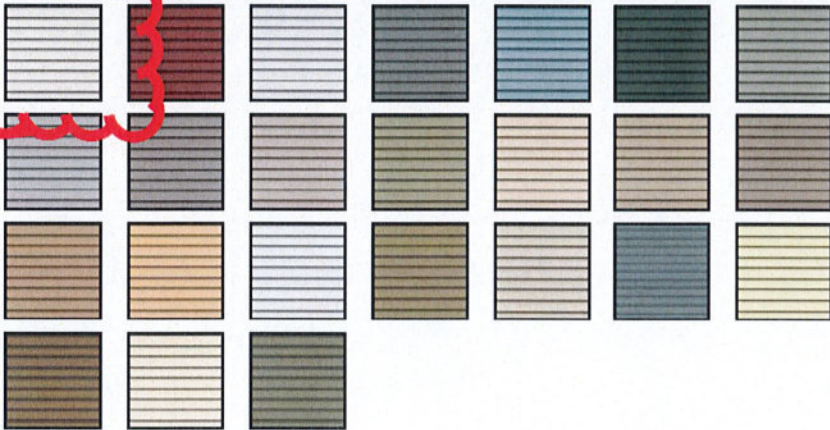
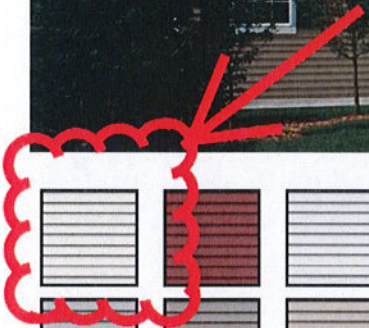
A-3W

517 WALNUT AVE
SLOPED ROOF
SHINGLES
CERTAINTEED
INDEPENDENCE
ISSUED FOR
PROJECT SITE REVIEW
HARRINGTON & MOSHER
ARCHITECTS 5-21-2021





517 WALNUT AVE
VINYL HORZ. SIDING
FOR PROJECT SITE
REVIEW
HARRINGTON &
MOSHER
ARCHITECTS 5-21-21



MAINSTREET™

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[TECHNICAL INFO](#)

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[V](#)

Design Flexibility to Meet Any Budget

MainStreet™ offers consistent quality, good looks and is the ideal choice for homeowners looking for value with the benefits of a premium panel.

Available in seven classic styles:

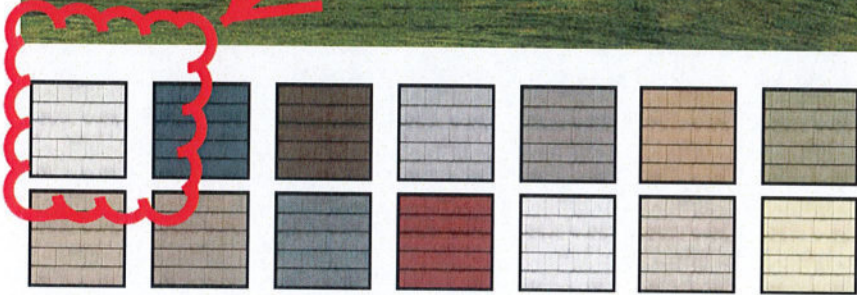
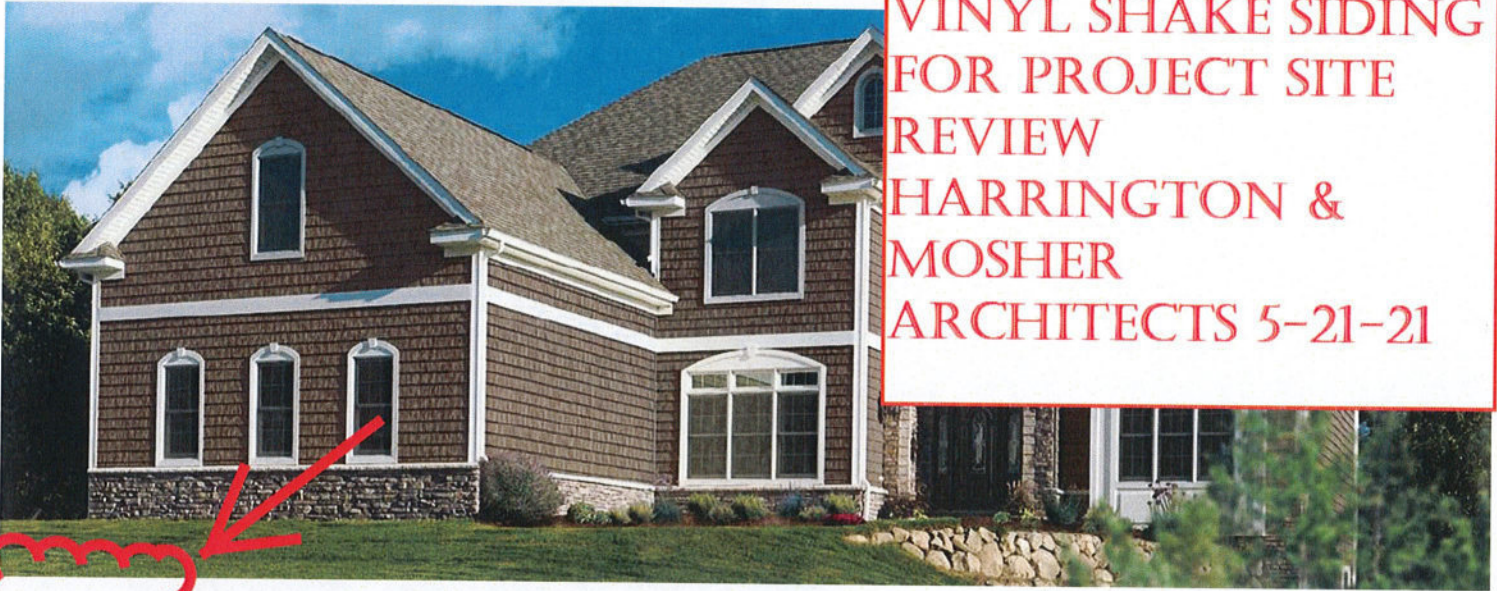
Triple 3" Brushed Clapboard

Double 4" Woodgrain Clapboard

Double 5" Woodgrain Clapboard

Double 4" Woodgrain Dutchlap

517 WALNUT AVE
VINYL SHAKE SIDING
FOR PROJECT SITE
REVIEW
HARRINGTON &
MOSHER
ARCHITECTS 5-21-21



**NORTHWOODS®
SINGLE 7"
STRAIGHT EDGE
ROUGH-SPLIT
SHAKES**

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[INSTALLATION](#)

[V](#)

An Architectural Classic with Countless Options

Northwoods® siding offers design possibilities for accent areas or whole house applications with a broad range of colors. Beauty without the work.

Single 7" Straight Edge Rough Split Shakes Offer:

- TrueTexture™ finish molded from real cedar shingles
- Random shingle patterns provide the look of hand-split cedar
- Deep tapered shingle gaps for a beautiful, distinctive look
- Wide selection of colors, include dramatic darker hues

517 WALNUT AVE
 VINYL WINDOW
 DATA FOR PROJECT
 SITE REVIEW
 HARRINGTON &
 MOSHER
 ARCHITECTS 5-21-21

everyday

Options

Select your window color from our assortment of traditional solid extrusions, or add on the style with any one of our exterior laminates or interior woodgrains.

Traditional Solid Extrusions:



S-Series windows and patio doors are available in all our solid extrusions

Laminates

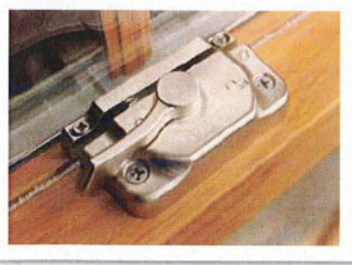
Offered on all S-Series windows and patio doors, our exterior laminates and interior woodgrains do more than bring artistry to your home: they are the most natural-looking and enduring you can find.

VIWINCO COLORS Available with white interior only

- ▶ Triple-layer construction for exceptional durability
- ▶ More robust than paint: won't chip, crack, or fade
- ▶ Heat-reflective technology
- ▶ Impervious to the damaging effects of moisture and salt; ideal for coastal regions

VIWINCO WOODGRAINS Available with white exterior only

- ▶ Realistic, natural tones add warmth to any room
- ▶ Pearlescent (rather than glossy) finish shadows beautifully on the detail of profiles
- ▶ Easy to clean



Tilt-n-Lock hardware in brushed nickel comes standard on windows with an interior woodgrain.



AGREEMENT OF PURCHASE AND SALE

AGREEMENT made this 29th day of Jan, 2021 by and between JACK MAMIYE upon behalf of an entity to be formed of 200 East Seventy Second Street, Apartment 14K, New York, New York (hereinafter referred to as the "Purchaser"), and CRE 44 LLC of 1321021 Greene Avenue, 21 Greene Avenue, Amityville, NY 11701 (hereinafter referred to as the "Seller").

WHEREAS, Seller is the owner of certain land and improvements, consisting of an apartment building and land upon which it is situate, commonly known as 517 Walnut Avenue, Syracuse, New York 13210 (tax map no. 048.-10-12.0) and being more particularly described in Exhibit A attached hereto and made a part hereof, together with and subject to all easements and rights-of-way benefitting or appurtenant thereto, and all right, title and interest, if any, 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 properties (all of the foregoing collectively referred to herein together as the "Property"), and

WHEREAS, Seller desires to sell, and Purchaser to purchase, said Property in "as is" condition upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SALE. Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Property for the purchase price set forth below, together with all of the equipment, fixtures and fittings belonging to or used in the operation of the Property.

2. PURCHASE PRICE

A. The total price for the Property shall be Three Hundred Thousand & 00/100 Dollars (\$300,000.00), payable as follows:

(i) \$3,000.00 (the "First Earnest Money Deposit") to be deposited with the attorney for the Seller (the "Escrow Agent") to be held in escrow and either applied against the purchase price upon acceptance of this offer or returned to Purchaser as hereinafter provided; and

(ii) \$10,000.00 (the "Second Earnest Money Deposit") to be deposited with the attorney

for the Seller (the "Escrow Agent") on March 1, 2021 to be held in escrow and either applied against the purchase price upon acceptance of this offer or returned to Purchaser as hereinafter provided; and

(iii) \$10,000.00 (the "Third Earnest Money Deposit") to be deposited with the attorney for the Seller (the "Escrow Agent") on May 1, 2021 to be held in escrow and either applied against the purchase price upon acceptance of this offer or returned to Purchaser as hereinafter provided. All Deposits shall become non-refundable as of May 1, 2021 to compensate Seller for not renting out the Property unless there is a Seller default that prevents closing from occurring; and

(iv) \$277,000.00 cash upon closing.

B. If at the date of Closing there may be liens or encumbrances which Seller is obligated to pay and discharge, Seller may use any portion of the balance of the purchase price to satisfy the same, provided Seller shall simultaneously either (i) deliver to Purchaser at the Closing, instrument(s) in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments, or (ii) provided that Seller has made arrangements with the title insurance company employed by Purchaser in advance of Closing, Seller will deposit with said company sufficient monies, acceptable to and required by it to insure the obtaining and recording of such satisfactions and the issuance of title insurance to Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. If such a request is made within a reasonable time prior to the date of Closing of title, Purchaser agrees to provide at the Closing separate certified checks as so requested, aggregating the amount of the balance of the purchase price then payable, to facilitate the satisfaction of any such liens or encumbrances.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, to induce Purchaser to enter into this Agreement to purchase the Property, represents and warrants to Purchaser as follows, which representations and warranties shall survive the Closing:

A. At the Closing, Seller will have, and will convey and transfer to Purchaser, good and marketable title to the Property free and clear of any liens, encumbrances, licenses, security interests, covenants, conditions, restrictions, judgments, rights-of-way, easements, encroachments and any other matters affecting title, and except for those expressly set forth herein and except for utility easements and other easements or rights-of-way of record which do not adversely affect Purchaser's intended use of the Property.

B. Seller has taken, or will take prior to the transfer of title, all necessary action to duly enter into this Agreement and to be bound by the terms hereof and to consummate the transactions herein provided.

C. No person, firm, corporation or entity other than Purchaser has, or as of the Closing will have, any right or option to acquire or to lease the Property or any portion thereof or any interest therein.

D. To the best of Seller's knowledge, information and belief, no default or breach exists, or as of the Closing will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof which are to be performed or complied with by the Seller.

E. There shall be no lawsuits or litigation pending against the Property caused by acts of Seller or arising out of Seller's ownership, use or occupation of the Property, and there shall be no claims or offsets of any kind or nature which affect title to the Property which have not been paid, satisfied or released prior to delivery of the deed at Closing.

F. From the date of execution hereof until Closing, Seller shall not enter into or modify any lease, easement or other agreement encumbering the Property or any portion thereof without the prior written consent of Purchaser.

4. PROVISIONS WITH RESPECT TO THE CLOSING

A. Seller shall deliver to Purchaser at the Closing (unless some other date is herein specified) the following:

(i) A warranty deed with lien covenant for the Property, duly executed and acknowledged by Seller and in proper form for recording and satisfactory to Purchaser's attorney, conveying to Purchaser good, marketable and insurable title free of all liens and encumbrances except as otherwise set forth in this Agreement; and

(ii) Transfer Gains Tax Affidavit; and

(iii) A mortgage release or satisfaction if appropriate, and

(iv) such other documents reasonably requested by the Purchaser, Purchaser's attorney or by the title insurance company insuring the interests of the Purchaser.

B. Transfer of title to the Property (the "Closing") shall be held at the office of the attorney for the lender on or about June 15, 2021. Possession of the Property shall be

transferred to Purchaser at closing. At the time of closing, the Property will be vacant and not subject to any leases in effect.

5. CLOSING ADJUSTMENTS

Real property taxes levied and assessed against the Property shall be prorated and adjusted between the parties hereto as of the date of Closing. Seller shall be responsible for the payment of revenue stamps to be affixed to the deed at the time of recording.

6. ACCESS TO PROPERTY

Seller grants Purchaser and its duly authorized agents and employees, the right, at reasonable times after the date of execution hereof by Seller, to enter upon the Property to make such surveys, tests and measurements thereof as Purchaser shall deem necessary. Purchaser agrees to indemnify Seller against any claims or damages caused by or resulting from Purchaser's entry upon the Property. Purchaser further agrees that any damage caused by Purchaser, its agents or employees in the course of such entry shall be promptly repaired by Purchaser at no cost whatever to Seller. Purchaser shall require all contractors who visit the Property to carry general liability insurance in an amount of not less than \$1,000,000 per occurrence and shall name Seller as an additional insured prior to coming onto the Property. All access to the Property shall be on at least 48 hours written notice to Seller.

7. UNMARKETABLE TITLE

A. Within forty-five (45) days prior to closing, Seller shall furnish Purchaser with a copy of Seller's title insurance policy, if any, an updated abstract of title starting with a warranty deed transferring a complete fee interest in the Property dated not sooner than 1945 made by an incorporated title or abstract company, a tax search from the City of Syracuse, current tax bills and tax receipts and an updated survey, together with any other existing topographic maps or drawings of the Property in Seller's possession. Seller will bear the initial expense incurred of said abstract preparation and for said tax search and tax receipts and thereafter the Purchaser shall be responsible for the cost, if any, of a further continuation to the Closing Date. Seller shall not be required to furnish or pay for title insurance; however, if Seller has an existing title insurance policy, it agrees to provide a copy of same to Purchaser's attorney.

B. Upon receipt of the material specified in A above, Purchaser shall promptly examine title to the Property and if title to the Property is found to be defective, Purchaser shall notify Seller in writing specifying the defects. Notwithstanding any other provisions of this Agreement, expressed or implied, if for any reason whatsoever, Seller shall be unable

to convey the Property in accordance with the terms of this Agreement and any representations made herein, or convey good and marketable title to the Property, then Seller shall be required to cure any defects which may be cured by the payment of money. If there is any non-monetary defect in title, then Seller shall have the option to cure said defect within a reasonable time or shall cause the deposit to be promptly repaid to Purchaser and the obligations of both parties under this Agreement shall then terminate, unless Purchaser shall elect, at its sole discretion, to accept such title as Seller is able to convey and close without any reduction of the purchase price or other credit on account thereof.

8. CONDITIONS OF PURCHASE

A. The obligation of Purchaser to consummate the within transaction and to pay the total purchase price is expressly contingent upon the following conditions being duly satisfied prior to Closing (it being agreed that Purchaser at its sole election may waive performance of any such condition by written notice to Seller at any time), In the event a contingency is not satisfied or waived by the Purchaser, all deposits made hereunder shall be returned to the Purchaser,

- (i) The receipt of a written statement from the City of Syracuse which certifies that the property is in conformance with City zoning ordinances, and that the improvements on the Property are not subject to any outstanding violations.
- (ii) Within forty five (45) days of the last of the buyer or seller to execute this contract, Purchaser, at its own expense obtaining a written report of an environmental inspection or audit of the Property made by a licensed engineer disclosing that no hazardous substance or hazardous waste is stored or has been stored on the Property, that there are no, and that there have been no-underground storage tanks, and that no adverse environmental condition exists with respect to the Property, such report to be acceptable in form and content to Purchaser.
- (iii) Within forty five (45) days of the last of the buyer or seller to execute this contract Purchaser, at its own expense, obtaining a written report by a licensed engineer or architect, in form and content acceptable to Purchaser, that the premises are free from any structural, mechanical, electrical, plumbing, roof covering, water, or sewer defects.

B. In the event the contingencies have not been met, Purchaser may terminate the contract and upon termination, all of the deposits made hereunder shall be promptly

returned to the Purchaser.

9. NOTICES

All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses shown at the beginning of this Agreement, or at such other address which the parties shall have given notice of as herein provided, and to their respective attorneys. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof, on the date of personal delivery or the receipt or refusal thereof as the case may be.

Copies of any notice shall likewise be sent by the same means, or by FAX or email, to the attorney for the Purchaser at :

VAUGHN D. LANG, ESQ.
LANG LAW OFFICES
6838 East Genesee Street
Fayetteville, New York 13066
(O) 315-445-1831
(F) 315-445-1167
vdl@langlaw.com

and to the attorney for the Seller at:

Carol A. Zenzel, Esq.
Zenzel Law Offices
6320 Fly Rd., Suite 207
East Syracuse, NY 13057
(O) 315-701-1115
(F) 315-431-9771
carol@zenzellaw.com

10. CONDEMNATION, DAMAGE TO PROPERTY

Seller represents that it has no knowledge of any proceedings instituted by any municipal, state or federal agency to condemn or acquire the Property or any portion thereof, by eminent domain. In the event Seller is informed of the initiation of any condemnation proceeding, Seller agrees to immediately notify Purchaser in writing, forward to

Purchaser copies of any and all maps and documents received in connection therewith and permit Purchaser to participate in such proceedings and/or negotiation. If a condemnation is initiated, then Purchaser may either:

A. Elect to cancel this contract of sale by written notice to Seller and thereupon rights and obligations of the parties hereto shall cease and terminate and all monies paid to Seller by Purchaser, shall be returned within five (5) days after receipt of said notice, or

B. Accept delivery of the Deed to the Property, and the Purchaser shall then pay the full purchase price as set forth herein (less any condemnation award actually received by Seller) or take at Closing an assignment of all Seller's right in and to any condemnation award not yet received by Seller pertaining to the Property so taken.

C. If a material part of the buildings comprising a part of the Premises, the parking areas or driveways, any means of ingress thereto or egress therefrom or the personal property subject to this Agreement is destroyed by fire or other casualty ("material" herein deemed to be any destruction greater than "immaterial" as defined below), the Seller shall notify the Purchaser of the fact, and the Purchaser shall have the option to terminate this Agreement upon notice to the Seller given not later than ten (10) days after receipt of the Seller's notice of such destruction. Upon the termination, the Seller shall cause the Deposit(s) to be refunded to the Purchaser. Upon the refund and payment, neither party shall have further rights or obligations hereunder. In the event there is damage to or destruction of an immaterial part of the buildings, parking areas, driveways, means of ingress or egress or personal property by fire or other casualty, the damage shall be repaired by the Seller within sixty (60) days of its destruction, and the Closing Date shall be adjourned in order to permit the Seller to make the repairs, it being agreed that if the repairs are not completed within the sixty (60) day period, the Purchaser may elect: (i) to postpone the Closing Date for one or more further periods until the repairs are completed; or (ii) to close title notwithstanding that the repairs have not been completed, in which event there shall be an agreed upon credit at closing for the repair of the damages. An "immaterial" part of the buildings, parking areas, driveways, means of ingress or egress or personal property shall be deemed to have been damaged or destroyed if the cost of repair or replacement shall be less than \$5,000.

11. MISCELLANEOUS

A. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, mended, discharged or terminated except by a written agreement of such

waiver, modification, amendment, discharge or termination executed by the parties and then only to the extent set forth in such instrument.

B. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York.

C. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

D. This Agreement when executed by both parties shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Purchaser shall have the right to assign its rights and interests hereunder to a limited liability partnership or other entity, though such assignment shall not relieve Purchaser of any obligations under this Agreement.


E. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. The parties agree that a memorandum of this Agreement, excluding any reference to the purchase price or method of payment thereof, may be recorded and each party agrees to execute and acknowledge such a memorandum if so requested to do so by the other party.

G. Intentionally omitted.

H. The parties hereto acknowledge that there has been no real estate broker involved in this transaction.

Dated: 1/26/21


Purchaser, upon behalf of an
Entity to be formed

SELLER AGREES TO THE TERMS OF THIS AGREEMENT

Dated: 1/29/21

CRE 44 LLC
By: 
Seller

EXHIBIT A – PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situated in the City of Syracuse, County of Onondaga and State of New York, and being part of Lot Nos. 4 and 5 in Block No. 410 Syracuse and bounded and described as follows: Beginning at a point in the east line of Walnut Avenue 120 feet north of the intersection of the east line of Walnut Avenue with the north line of Madison Street; running thence N 00 ° 28' 30" E. along the east line of Walnut Avenue, a distance of 46.05 feet to an iron pin; running thence S 89 ° 49' 00" E a distance of 130.42 feet to the east line of lot No. 4; running thence S 03 ° 20' 31" E along the east lines of Lot No. 4 and No. 5, a distance of 46.13 feet to an iron pin; running thence N 89 ° 49' 00" W a distance of 133.50 feet to the point and place of beginning together with a Parking Easement dated 7/29/02 and recorded in the Onondaga County Clerk's Office August 1, 2002 in Book 4737 at Page 726&c.

The above property having the street address of 517 Walnut Ave.