

# Bidder Certification Form

Wooden Shoe Auctioneers, LLC

Property: 141 E. William St., Bath, NY

By signing this certification and returning it in exchange for a bid number, I hereby certify the following:

1. I acknowledge that I have received a complete bid package.
2. I have read the auction rules contained in the bid package completely and understand them.
3. I understand the auction rules will be strictly enforced and that there will be no exceptions.
4. I certify that I have sufficient funds to meet the deposit requirements as called for by the purchase agreement.
5. I understand that if I am the successful bidder, I will be asked to sign the purchase agreement immediately upon the conclusion of the auction.
6. I understand that a 10% buyers premium will be added to my final bid and is due in addition to my final bid and the buyers premium is non-refundable should the buyer fail to close through no fault of the seller.
7. I understand the seller (owner) may bid on this property. However, the owner is subject to the same rules as other bidders including a buyer's premium.
8. I certify that I have personally inspected the real property being auctioned today and agree to accept the property in the condition I find it today. If there is anything concerning the condition of the property I do not understand or need further explanation on, I will ask prior to bidding. My question and answer will be video or audio taped as a part of the open forum of the auction presentation.
9. I understand that the law allows me an opportunity to conduct a lead based paint inspection or risk assessment at my own expense. I understand that I have been given the opportunity to conduct such an inspection prior to the auction date and that if I am the high bidder at the auction, I will be required to sign a purchase offer stating that I have waived the right to this inspection.

Signature X \_\_\_\_\_ DATE \_\_\_\_\_

Print name: \_\_\_\_\_

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

Phone number: Cell \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_

Email Address: \_\_\_\_\_

Drivers License # \_\_\_\_\_

Bidder Number \_\_\_\_\_

# Terms And Conditions

## Wooden Shoe Auctioneers, LLC

### For Auction of 141 E. William St., Bath, NY

1. Down Payment of 10% or \$1000 (whichever is greater) is due day of auction by cash or check due to Wooden Shoe Auctioneers, LLC and is non-refundable should the buyer fail to close through no fault of the seller; An additional 10% or \$1000 (whichever is greater) is due within 72 hours to Wooden Shoe Auctioneers, LLC; balance due within 30 days of auction.
2. Property sold in “as is” condition
3. Buyer will sign purchase offer contract immediately following auction; There will be no contingencies.
4. All information provided was obtained from sources believed reliable, but not guaranteed.
5. A 10% buyer’s premium will be added to the final bid and is due in addition to the final bid.
6. Bidder certifies that they have sufficient funds to meet the deposit. If buyer fails to close or breach the sales contract, the deposit will be lost and may be liable for any other damage due the seller or broker.
7. Bidder certifies they have personally inspected the real property and agree to accept the property in the condition found today. Bidder has been given opportunity to conduct inspection of property including lead based paint inspection prior to auction.
8. Seller will not supply survey.

X \_\_\_\_\_ Bidder \_\_\_\_\_ date

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

### Dual Agent with Designated Sales Agents

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

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

This form was provided to me by Edward Fenzl (print name of licensee) of Wooden Shoe Auctioneers LLC (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

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

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

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

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

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

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

<u>X</u> _____	_____
_____	_____

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

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



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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

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

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

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

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## **Disclosure Regarding Real Estate Agency Relationships**

### **Seller's Agent**

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

### **Buyer's Agent**

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

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

### **Broker's Agents**

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

### **Dual Agent**

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

# Property Condition Disclosure Statement

Name of Seller or Sellers: James and Carolyn Corbett  
Property Address: 141 E. William, Bath, NY

## General Instructions:

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

## Purpose of Statement:

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

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

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

## Instructions to the Seller:

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

## Seller's Statement:

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

## GENERAL INFORMATION

- How long have you owned the property? ..... 32 yrs
- How long have you occupied the property? ..... 34 yrs
- What is the age of the structure or structures? ..... 169 yrs  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..*
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
- Does anybody else claim to own any part of your property? *If Yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

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

## ENVIRONMENTAL

### Note to Seller:

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

### Note to Buyer:

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

10. Is any or all of the property located in a designated floodplain? *If Yes, explain below* .....  Yes  No  Unkn  NA
11. Is any or all of the property located in a designated wetland? *If Yes, explain below* .....  Yes  No  Unkn  NA
12. Is the property located in an agricultural district? *If Yes, explain below* .....  Yes  No  Unkn  NA
13. Was the property ever the site of a landfill? *If Yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

14. Are there or have there ever been fuel storage tanks above or below the ground on the property? .....  Yes  No  Unkn  NA  
 • If Yes, are they currently in use? .....  Yes  No  Unkn  NA  
 • Location(s) \_\_\_\_\_  
 \_\_\_\_\_  
 • Are they leaking or have they ever leaked? *If Yes, explain below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
15. Is there asbestos in the structure? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
16. Is lead plumbing present? *If Yes, state location or locations below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
17. Has a radon test been done? *If Yes, attach a copy of the report* .....  Yes  No  Unkn  NA
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If Yes, describe below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If Yes, attach report(s)* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If Yes, explain below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
21. Is there any fire or smoke damage to the structure or structures? *If Yes, explain below* .....  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
22. Is there any termite, insect, rodent or pest infestation or damage? *If Yes, explain below* ...  Yes  No  Unkn  NA  
 \_\_\_\_\_  
 \_\_\_\_\_
23. Has the property been tested for termite, insect, rodent or pest infestation or damage? ....  Yes  No  Unkn  NA  
*If Yes, please attach report(s)*
24. What is the type of roof/roof covering (slate, asphalt, other)? ..... asphalt  
 • Any known material defects? ..... 100 yr. Guarantee  
 • How old is the roof? ..... 6 mos.

# Property Condition Disclosure Statement

• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* .....  Yes  No  Unkn  NA  
100 yr by manufacturer - 10 yr. by roofing Co.

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* .....  Yes  No  Unkn  NA

## MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (*Circle all that apply*) ..... well, private, municipal, other: \_\_\_\_\_

• If municipal, is it metered? .....  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? *If Yes, describe below* .....  Yes  No  Unkn  NA

28. What is the type of sewage system? (*Circle all that apply*) ..... public sewer, private sewer, septic, cesspool

- If septic or cesspool, age? .....
- Date last pumped? .....
- Frequency of pumping? .....
- Any known material defects? *If Yes, explain below* .....  Yes  No  Unkn  NA

29. Who is your electrical service provider? ..... Bath Elec., Gas, & Water  
 • What is the amperage? .....  
 • Does it have circuit breakers or fuses? ..... Circuit Breakers  
 • Private or public poles? ..... Public  
 • Any known material defects? *If yes, explain below* .....  Yes  No  Unkn  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* .....  Yes  No  Unkn  NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* .....  Yes  No  Unkn  NA

Are there any known material defects in any of the following? *If Yes, explain below. Use additional sheets if necessary* .....

32. Plumbing system? .....  Yes  No  Unkn  NA

33. Security system? .....  Yes  No  Unkn  NA

34. Carbon monoxide detector? .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

- 35. Smoke detector?  Yes  No  Unkn  NA
- 36. Fire sprinkler system?  Yes  No  Unkn  NA
- 37. Sump pump?  Yes  No  Unkn  NA
- 38. Foundation/slab?  Yes  No  Unkn  NA
- 39. Interior walls/ceilings?  Yes  No  Unkn  NA
- 40. Exterior walls or siding?  Yes  No  Unkn  NA
- 41. Floors?  Yes  No  Unkn  NA
- 42. Chimney/fireplace or stove?  Yes  No  Unkn  NA
- 43. Patio/deck?  Yes  No  Unkn  NA
- 44. Driveway?  Yes  No  Unkn  NA
- 45. Air conditioner?  Yes  No  Unkn  NA
- 46. Heating system?  Yes  No  Unkn  NA
- 47. Hot water heater?  Yes  No  Unkn  NA

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48. The property is located in the following school district Maverling Central School  Unkn

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

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

Shed Seller with Property - Less than one yr. old!

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# Property Condition Disclosure Statement

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## Seller's Certification:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X \_\_\_\_\_



Date 12/16/16

Seller's Signature

X \_\_\_\_\_  
Jessica C. Boise POA Carolyn K. Corbett

Date 12/16/16

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## Buyer's Acknowledgment:

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

Buyer's Signature

X \_\_\_\_\_

Date \_\_\_\_\_

Buyer's Signature

X \_\_\_\_\_

Date \_\_\_\_\_

PROPERTY INFORMATION

Name of Seller or Sellers: James + Carolyn Corbett

Property Address: 141 William St, Bath, NY.

NEW YORK STATE AGRICULTURAL AND MARKET LAW Section 310: Disclosure Prior to the Sale of Real Property. "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." Premises [ ] are [ ] are not located partially or wholly within an agricultural district.

NEW YORK STATE REAL PROPERTY LAW Section 242: Disclosure Prior to the Sale of Real Property. The above property [X] does [ ] does not have utility electric service available to it. This property [ ] is [X] is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: [ ]. The purpose of the surcharge is [ ]. The amount of the surcharge is \$ [ ]. The surcharge is payable: [ ] Monthly, [ ] Annually, [ ] other basis [ ]. The above property [ ] does [X] does not have uncapped natural gas wells.

The Following Information Is Provided to the Best of the Seller's Knowledge:

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

Property Tax Exemption: [ ] Yes [ ] No [ ] Basic STAR [ ] Veterans [ ] Other

HOA/Condo Fee: [ ] Yes [X] No - Amount \$ [ ] Due: [ ] Monthly [ ] Qtrly [ ] Semi-Annual [ ] Yearly [ ] Other

Special Assessments or Other Fees: [ ] Yes [X] No Amount \$ [ ] Due: [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Yearly [ ] Other - Explain: [ ]

Age of Hot Water Heater: 10 yrs
Age of Furnace or Boiler: 15 yrs

Capacity of Gallons: 40 gal
Age of Air Conditioning Unit: 100 AC

Annual Bill for Fuel/Oil or Propane: \$ [ ]
Average Monthly Utilities: Gas \$ [ ] Electric \$ [ ] Total: \$ [ ]
Handwritten note: gas + electric \$100 summer - to \$300+ winter.

Major Improvements known to Seller (up to fifteen (15) years):

- Roof
- New bathroom (1/2 bath)
- Shed < 1 yr

**I agree to furnish a copy of:**

- 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use
- 2. Restrictive covenants or deed restrictions of record, *if applicable.*
- 3. Condominium Bylaws, Rules, etc., *if applicable.*
- 4. Homeowner's Association Bylaws, Rules, etc., *if applicable.*
- 5. Utility bills upon request.

- Yes  No

**We make no representations or warranties either expressed or implied as to the condition of the property. Potential buyers are urged to carefully inspect the property and/or order a home inspection and/or other desired tests at buyer's expense which may address conditions or circumstances of local and national concern.**

Seller X \_\_\_\_\_ Date 12/16/16

Seller X Jessica C. Bois POA Carolyn K. Covert Date 12/16/16

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

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

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

012315

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

**Lead Warning Statement**

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

**Property Address:**

141 E. William St

**Street Address**

BATH NY

**Unit**

**City**

**State**

**Zip**

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the purchaser (Check (i) or (ii) below):

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

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

**Purchaser's Acknowledgment (Initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

(e)  Purchaser has [check (i) or (ii) below]:

(i)  If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.

(ii)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

Buyer	Date	X	Seller	Date
				12/16/16
Buyer	Date	Jessica C. Boise	Seller	Date
		POA Carolyn K. Lybett		12/16/16
Agent	Date	Ed Fenzi	Agent	Date
		Warden Shoe Auctioneer		12/16/16



## Property Description Report For: 141 William St E, Municipality of Village of Bath

*No Photo Available*

		<b>Status:</b>	Active
		<b>Roll Section:</b>	Taxable
		<b>Swis:</b>	462401
		<b>Tax Map ID #:</b>	159.13-01-074.000
		<b>Property Class:</b>	210 - 1 Family Res
		<b>Site:</b>	RES 1
		<b>In Ag. District:</b>	No
		<b>Site Property Class:</b>	210 - 1 Family Res
		<b>Zoning Code:</b>	02 - Mdm density res
		<b>Neighborhood Code:</b>	24201
		<b>School District:</b>	Bath
		<b>Total Assessment:</b>	2016 - \$36,800
<b>Total Acreage/Size:</b>	0.10	<b>Property Desc:</b>	
<b>Land Assessment:</b>	2016 - \$3,200	<b>Deed Page:</b>	465
<b>Full Market Value:</b>	2016 - \$81,778	<b>Grid North:</b>	851619
<b>Equalization Rate:</b>	2016 - 45.00%		
<b>Deed Book:</b>	1048		
<b>Grid East:</b>	623425		

### Structure

<b>Building Style:</b>	Old style	<b>Bathrooms (Full - Half):</b>	1 - 1
<b>Bedrooms:</b>	4	<b>Kitchens:</b>	1
<b>Fireplaces:</b>	0	<b>Basement Type:</b>	Full
<b>Porch Type:</b>	Porch-covered	<b>Porch Area:</b>	224.00
<b>Basement Garage Cap:</b>	0	<b>Attached Garage Cap:</b>	0.00 sq. ft.
<b>Overall Condition:</b>	Normal	<b>Overall Grade:</b>	Average
<b>Year Built:</b>	1900		

### Improvements

Structure	Size	Grade	Condition	Year
Porch-covered	28 × 8	Average	Normal	1900
Porch-covered	16 × 8	Average	Normal	1998

### Taxes

Year	Description	Amount
2017	County	\$762.90
2016	County	\$772.60
2016	School	\$1,390.75
2016	Village	\$984.16

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**



**LEGEND**

Tax Map Block No (3)  
 Great Lot No (5)  
 Field Plan Int No 14

Section  
 River/Creek/Wetlands  
 Railroad

School District (SCH)  
 Water (W)

County  
 State  
 Windfarm Turbine (X)

School: HAVERLING CENTRAL SCHOOL  
 Fire: NO TAXABLE FIRE DISTRICT

SP

V/Beath T.M.# 159.13-01-074.00C



Tax Links
Property Info
Tax Info

## Details for Taxes Levied in 2016

### Municipality of Village of Bath

Swis:	462401	Tax Map ID#:	159.13-01-074.000
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<b>2016-17 City Taxes</b>			
No City tax information is available.			

<b>2016 County/Town Taxes</b>			
Description	Rate (per \$1000 or Unit)	Value	Base Due
COUNTY TAX	19.703051	31,280.00	616.31
TOWN TAX	4.591328	34,040.00	156.29

Penalty Schedule on Total Taxes Due						Total: 772.60
Due By:	02/01/2016	02/29/2016	03/31/2016			
Penalty %:	0.00	0.01	0.02			
Penalty Amount:	0.00	7.73	15.45			
Total Taxes Due:	772.60	780.33	788.05			

<b>2016-17 School (Bath CSD District)</b>			
Description	Rate (per \$1000 or Unit)	Value	Base Due
School Tax	36.837187	36,800.00	1,355.61
Public Library Tax	0.954893	36,800.00	35.14

Total Star Savings: 497.30

Penalty Schedule on Total Taxes Due						Total: 893.45
Due By:	09/30/2016	10/31/2016				
Penalty %:	0.00	0.02				
Penalty Amount:	0.00	17.87				
Total Taxes Due:	893.45	911.32				

2016-17 Village Taxes						
Description			Rate (per \$1000 or Unit)	Value	Base Due	
VILLAGE TAX			28.911820	34,040.00	984.16	
<b>Penalty Schedule on Total Taxes Due</b>						
Due By:	06/30/2016	08/01/2016	08/31/2016	09/30/2016	10/31/2016	
Penalty %:	0.00	0.05	0.06	0.07	0.08	
Penalty Amount:	0.00	49.21	59.05	68.89	78.73	Total: 984.16
Total Taxes Due:	984.16	1,033.37	1,043.21	1,053.05	1,062.89	

New Listing

MLS#: S1018903 Single Family Residential **A-Active**  
141 William St E List Price: \$81,777  
 County: Steuben Zip: 14810 Acres: 0.10  
 Town: Bath Pstl City: Bath Cross St: Campbell  
 Area #: Bath-Village-462401  
 Village: Bath-Village Lot Front: 42  
 Subdivision: Lot Depth: 97  
 TxMap#: 462401-159-013-0001-074-000 Lot Shape:  
 City Nghbrhd: Lot #:  
 School Dist: Bath SqFt: 2,240  
 High School: Haverling Senior High Year Built: 1900  
 Middle School: Haverling Middle Yr Blt Desc: Existing  
 Elem School: Vernon E Wightman Primary # Photo: 18  
 Upcoming Open House: **Public: Sat Jan 21, 10:30AM-12:30PM**

General Information

Style of Res:	2 Story, Greek Revival	Full Baths:	1	Bedrooms:	4	Beds	Full	Half
Built By:		Half Baths:	1	Total Rooms:	10	1st Flr:	0	0
Stories:	2.0	Tot Baths:	1.1	# Beds/Sept:		2nd Flr:	4	1
Exterior	Wood					3rd Flr:	0	0
Constr:						4th Flr:	0	0
Driveway:	Stone/Gravel					Bsmnt:	0	0
Garage:	0.0/No Garage					Total:	4	1
Lot Info:	Neighborhood Street							
Attic:	Crawl Space, Unfinished	Foundation:	Stone					
Basement:	Full							
Waterfrnt:	No	Footage:		Riparian Rgts:	No			
Name:		Island Name:						

Public Remarks: Auction Auction! Greek Revival Beauty! No minimum bid, pay what you want for this spacious 4 bedroom elegant turn of the century home; Beautiful wood floors; Property needs some updating and cosmetics; Excellent location close to schools, walk to downtown restaurants, pubs and shops. This property is a Money Maker as it will sell for the right price. New Roof June 2016; New Shed 2016; List price reflects assessed value. Selling to highest bidder January 28 at 11 am; Open house Jan 21 at 1030 am to 1230; PS Request info Free Video and info package today!

Unbranded VT: [Click Here](#)

Directions: from Bath Post Office, 2 blocks east on Willam St.

Interior & Exterior Features

Add'l Rooms:	Den/Study, Foyer/Entry Hall, Laundry-Basement, Library	Total FP:0	# Artificial:	0
Add'l Interior Features:	Circuit Breakers - Some, Whirlpool Tub		# Freestanding:	0
Add'l Exterior Features:	High Speed Internet, Other - See Remarks		# Gas:	0
Add'l Struct:	Shed		# Pellet:	0
Kitch/Dining:	Country Kitchen		# Woodburn:	0
Appliances:	Oven/Range Gas, Refrigerator		# Woodstove:	0
Accessibility:	32 Inch Doors - some, Chairlift - see Remarks, No Step Shower, Wheelchair Bathroom, Wheelchair Hall - 4 ft plus		# Coal:	0
Floor:	Hardwood-Some		# Not to Code:	0

Utilities Information

HVAC Type:	Forced Air	Sewer:	Sewer Connected
Heating Fuel:	Gas	Water:	Public Connected
Water Htr Fuel:	Gas	ENERGY STAR®	Qualified:
Emerg Backup:		Well Location:	
Type of Well:	None		

Financial Information

Possible Fin:	Cash Only	Type of Sale:	Auction	Town/Cnty Tax:	\$772
1st Mtg Bal:	\$0	Equity:	\$81,777.00	City/Vil Tax:	\$984
2nd Mrt Bal:	\$0	Assess Val:	\$81,778	School Tax:	\$1,390
Tax Info:		Annl Spc Assess:	\$0	Total Taxes:	\$3,146
Escrow Agt/Bnk:	Wooden Shoe Auctioneers, LLC/M&T Bank	DOM:	20	Lot Rent:	
HOA Pay Desc:	None				
HOA Fee:					
HOA Amen:					
Sale Price:					

Display & Occupancy Information

Possession: At Closing  
 Internet: Yes Inet St Addr: Yes IDX: Yes AVM: No Blog: No Realtor.com: Yes

Ed Fenzl  
 NY Licensed R.E. Broker  
 Listing content is subject to copyright and license agreements, and may only be used as permitted by MLS rules, regulations, and

MLS#: S1018903  
 Wooden Shoe Auctioneers LLC  
 142 Curtis Place Auburn, NY 13021

TUTBLANX REGISTERED U. S. PAT. OFFICE  
R.S. RUTLAND, VT 05701

457  
164

# This Indenture

2143

Made the 10<sup>th</sup> day of February  
Nineteen Hundred and Eighty Four

RECEIVED  
\$ 38.50  
REAL ESTATE  
MAR 8 - 1984  
TRANSFER TAX  
STEBEN  
COUNTY

Between LAWRENCE M. LUCAS & ANNE C. LUCAS, husband and wife,  
residing at 10358 Woodsboro Rd., Woodsboro, MD 21798

RECORDED

MAR 8 10 49 AM '84  
STEBEN COUNTY  
CLERK'S OFFICE

parties of the first part, and

JAMES C. CORBETT & CAROLYN K. CORBETT, husband and  
wife, both residing at 141 East William Street, Bath, New York 14810

Witnesseth that the parties of the first part, in consideration of

-----ONE----- Dollar (\$1.00 )  
lawful money of the United States, and other good & valuable consideration  
paid by the parties of the second part, do hereby grant and release unto the  
parties of the second part, their heirs  
and assigns forever, all

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of  
Bath, County of Steuben and State of New York, bounded and described  
as follows: Beginning at the corner of East William and Campbell  
Streets at the intersection of the northerly line of William  
Street with the westerly line of Campbell Street; thence northerly  
on the westerly line of Campbell Street ninety-seven feet to a stake;  
thence westerly on a line parallel with the northerly line of  
William Street forty-two feet and eight inches to a stake; thence  
southerly on a line parallel with the west line of Campbell Street  
ninety-seven feet to the north line of William Street; thence  
easterly on the north line of William Street forty-two feet and eight  
inches to the place of beginning. Being a lot forty-two feet  
and eight inches front on William Street and same in rear and  
ninety-seven feet deep.

The above described parcel of land may also be described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Bath,  
County of Steuben, State of New York, bounded and described as  
follows: Beginning at a set iron rod located on the northerly  
side of the East William Street right-of-way, said point being  
south 79-50-01 East a distance of 42.67' from the northwest  
intersection of Campbell and East William Street; thence North  
10-20-46 east a distance of 97' to a set iron rod; thence South  
79-50-01 East a distance of 42.67' to a set iron rod located  
on the westerly street limit of Campbell Street; thence South  
10-20-46 west a distance of 97' to a point; thence north 79-50-01  
west along the East William Street right of way a distance of  
42.67' to the point and place of beginning. Said area comprising  
approximately .095 acres as shown on a Plan of Lands of William  
and Barbara J. Aleksivich prepared by Michael G. Muller, Licensed  
Land Surveyor dated the 17th day of February, 1984.

BEING the same premises conveyed by Ronald Gardiner to William  
and Barbara Aleksivich by Warranty Deed recorded in the Steuben  
County Clerk's Office on the 30th day of October, 1972 in Liber  
923 of Deeds at page 1036 and also BEING the same premises conveyed  
by William A. Aleksivich to Lawrence M. and Anne C.  
Lucas by deed bearing date March 7, 1984, being recorded  
simultaneously herewith.

MAR 14 1984

Cole Latham, atty.  
Bath, NY

Contract examined  
" dated 12/3/82  
Jmp. 38.50

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And said Parties of the first part

First, That the parties of the second part shall quietly enjoy the said premises; covenant as follows:

Second, That said parties of the first part will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

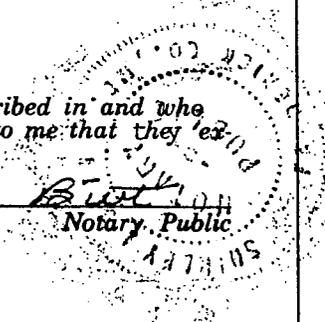
Lawrence M. Lucas  
LAWRENCE M. LUCAS  
Anne C. Lucas  
ANNE C. LUCAS

MARYLAND  
State of ~~New York~~ } ss.  
County of Frederick }  
before me, the subscriber, personally appeared  
Lawrence M. Lucas and Anne C. Lucas

On this 10<sup>th</sup> day of February  
Nineteen Hundred and Eighty Four

to me personally known and known to me to be the same person described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

Shirley L. Briston  
Notary Public



RECORDED  
MAR 8 10 49 AM '84  
STEBEN COUNTY  
CLERK'S OFFICE

STEBEN COUNTY, SS  
RECORDED ON THE 8<sup>th</sup> DAY OF  
Mar 1984 AT 10:49  
O'CLOCK A.M. IN BOOK 1048 OF  
Deeds AT  
PAGE 465 AND EXAMINED  
Chilton Latham  
CLERK

**CONTRACT TO PURCHASE  
CENTRAL NEW YORK INFORMATION SERVICE, INC.**

**THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. WHEN SIGNED, THIS DOCUMENT BECOMES A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, BUYER AND SELLER SHOULD SEEK THE ADVICE OF AN ATTORNEY.**

**MLS# S1018903. Buyer acknowledges that the information contained in the Multiple Listing Service ("MLS") is not guaranteed. Information contained in the MLS should be independently verified prior to the execution of the contract. The Greater Syracuse Association of REALTORS®, Inc. and the Central New York Information Service, Inc. are not responsible for the information contained in the MLS.**

**Commissions or fees for real estate services to be provided are negotiable between REALTOR® and Client.**

**CONTRACT TO PURCHASE** made as of the 28th day of January 2017

**BETWEEN:**

Buyer(s): \_\_\_\_\_  
Buyer(s) Address : \_\_\_\_\_ (Hereinafter called "Buyer"),  
Seller(s): \_\_\_\_\_  
Seller(s) Address: \_\_\_\_\_ (Hereinafter called "Seller").

The Parties agree as follows:

1. **PREMISES.** Seller shall sell and convey and Buyer shall purchase the property, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as (mailing address) 141 William ST Bath NY 14810 in the \_\_\_\_\_ of \_\_\_\_\_ County of Steuben State of New York, being a \_\_\_\_\_ identified by Tax Map # 462401-159-013-0001-074-000.

This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises including all plumbing, heating, lighting, bathroom and kitchen cabinets, mantels, doors, garage door openers and respective remotes, venetian blinds, shades, screens, curtain rods, awnings, storm windows, storm and screen doors, window boxes, mailbox, TV aerials, weather vanes, pumps, shrubbery, fencing, electronic fencing and transmitter and receiver, tool shed, built-in dishwasher, garbage disposal unit, built-in range and/or oven, built-in air conditioning equipment and installations, wall to wall carpeting and all other fixtures and fittings belonging to or used in the operation of the Premises and owned by Seller, and stove, refridgerator, shed, stair chair lift

Excluded from this sale are any of the following items that may be on the Premises: furniture, household furnishings, rented water softeners, air conditioning units installed in windows, and

**2. PURCHASE PRICE**

Buyer agrees to pay Seller \_\_\_\_\_ (\$ \_\_\_\_\_) for the Premises, payable as follows:

**Deposit:**

\$ \_\_\_\_\_ in the form of a \_\_\_\_\_ to be held by Wooden Shoe Auctioneers, LLC until this contract is signed by Seller, at which time it shall become part of the Purchase Price and shall be deposited in M&T Bank Bank or ~~returned to the Buyer if this contract is not accepted.~~ Seller directs and authorizes the holder of the Deposit to return it to Buyer in the event of a bona fide failure of any contingency in this Contract, after deducting therefrom and paying to Seller sums payable to Seller pursuant to Section 2 "Financing".

**Deposit is Non-refundable**

**Cash Balance:**

\$ \_\_\_\_\_ cash on Closing (transfer of title). If Seller is a "foreign person" as defined in the Foreign Investment in Real Property Tax Act, Section 1445 of the Internal Revenue Code, as amended, and the Purchase Price exceeds \$300,000.00, Buyer shall withhold from the sums due Seller at Closing, any amounts mandated by Section 1445, as amended, or by any other federal, state or local statute, rule or regulation concerning the sale of real property by nonresidents of the United States of America.

Initial here: Buyer(s) \_\_\_\_\_ / \_\_\_\_\_ Seller(s) \_\_\_\_\_ / \_\_\_\_\_  
cp rev 09/16/15 letter Page 1 of 7 Page \_\_\_\_\_ of \_\_\_\_\_

**Financing:**

~~\$ \_\_\_\_\_ balance by Buyer obtaining, at Buyer's cost and expense, a \_\_\_\_\_ mortgage loan for a term of not less than \_\_\_\_\_ years. Buyer shall make good faith application for this mortgage within \_\_\_\_\_ days of the acceptance of this Contract. Buyer shall provide Seller with evidence of written approval of this mortgage, or reasonably satisfactory proof of financial ability to close, by \_\_\_\_\_ (the "Mortgage Commitment Deadline") or Seller may cancel this Contract at Seller's option by Notice as provided for herein. Buyer authorizes the Lending Institution or Mortgage Banker or Broker to provide a copy of written mortgage commitment with pre-closing conditions to the listing agent and selling agent as set forth in this contract. If following a good faith application by Buyer, this mortgage cannot be obtained for reasons other than appraised value of the Premises as evidenced by a denial letter from a lender which regularly makes residential mortgage loans in the county where the Premises are located, this Contract may be terminated by either party and the deposit returned to the Buyer, less the actual costs incurred by Seller in updating the Abstract of Title, survey and obtaining tax searches, not to exceed \$750.00, which costs shall be deducted from the deposit.~~

**Mortgage Expenses:**

~~Buyer agrees to pay all sums required by Buyer's lending institution. At closing, Seller agrees to credit Buyer \$ \_\_\_\_\_ toward actual Seller's Concessions (including only: loan origination or discount fees, mortgage application fee, mortgage tax, deed and mortgage recording fees, mortgage title insurance premium, appraisal fee, credit report and lender's attorney's fee, pre-payables and escrow) incurred by Buyer in this transaction.~~

**Assumption:** \$ \_\_\_\_\_ balance by Buyer assuming and agreeing to pay an existing mortgage held by \_\_\_\_\_ with an approximate balance of said amount, payable monthly in the sum of \$ \_\_\_\_\_ (which includes principal, interest at \_\_\_\_\_ %, taxes, and all insurance.) Buyer agrees to reimburse Seller for any existing escrow account. Seller  will  will not be released from liability thereunder.  Seller  Buyer shall pay all expenses charged by the holder of the existing mortgage in connection with the release of Seller from liability and/or the assumption of the mortgage by Buyer.

**Purchase Money Mortgage:** The Buyer shall deliver a purchase money bond and \_\_\_\_\_ mortgage to the Seller at closing. This purchase money bond and mortgage shall be in the amount of \$ \_\_\_\_\_, shall be for a term of \_\_\_\_\_ years, shall bear interest at the rate of \_\_\_\_\_ % per year, and shall be paid in monthly installments of principal and interest in the amount of \$ \_\_\_\_\_. Principal balance shall be all due and payable \_\_\_\_\_ years from the date of closing. The formal purchase money bond and mortgage documents shall be drawn by Seller's attorney and approved by Buyer's attorney. The mortgage shall include a clause that it is assumable only with the consent of the Seller and there shall be no penalty for prepayment of all or part of the unpaid balance of the note.

**Credit Report- Financial Ability:** This contract is accepted by the Seller on the condition that Buyer furnish to Seller (1) a written credit report satisfactorily to Seller from an accredited credit reporting bureau at Buyer's expense, and (2) sufficient evidence to support Buyer's financial ability to make proposed mortgage payments (i.e., verification of employment, income tax returns, etc.). If Seller is not satisfied with Buyer's credit standing or with Buyer's financial ability to repay the mortgage, Seller may terminate this contract by giving Notice to the Buyer within \_\_\_\_\_ days after receipt of said credit report and evidence of financial ability and Buyer's deposit shall be returned.

3. **ACCEPTABLE FUNDS.** All money payable at closing under this Contract, unless otherwise specified, shall be paid in US funds by:
- (a) Cash, but not over \$500.00;
  - (b) Good certified check of Buyer drawn on, or official check issued by any bank, credit union (provided such check is drawn on a New York State bank), or savings and loan association having a banking office in the State of New York, payable to or endorsed by an original payee to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Buyer;
  - (c) Uncertified check of Buyer up to the amount of \$1,000.00; or
  - (d) As otherwise agreed to in writing by Seller or Seller's attorney.

4. **REAL ESTATE BROKERAGE FEE.** Buyer represents that Buyer has not dealt with any Broker concerning the Premises other than \_\_\_\_\_ which Broker was acting as  Seller's  Buyer's  Dual Agent. Seller shall pay Listing Broker per listing agreement or \_\_\_\_\_ % of Purchase Price or \$ \_\_\_\_\_. (filled out by listing broker). Seller shall pay Selling Broker \_\_\_\_\_ % of Purchase Price or \$ \_\_\_\_\_. The deposit, or so much as equals the commission, shall be applied to the payment of the commission.

Initial here: Buyer(s) \_\_\_\_\_ / \_\_\_\_\_ Seller(s) \_\_\_\_\_ / \_\_\_\_\_  
cp rev 09/16/15 letter Page 2 of 7 Page \_\_\_\_\_ of \_\_\_\_\_

Check here if Buyer or Seller is paying any additional compensation to any of the Brokers in this transaction.

**5. SELLER'S REPRESENTATIONS.** Seller represents and warrants to Buyer that:

(i) the personal property described in Section 1 is or at Closing will be paid for and owned by Seller free and clear of all liens and encumbrances; (ii) all plumbing (including septic systems, wells, and water pumps, if any), heating, air conditioning, electrical and mechanical systems and appliances will be in working order at the time of closing; (iii) Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract; and (iv) at the time of closing, the Premises shall be free of containers of hazardous substances (as those terms are defined under any federal, state, or local laws, rules or regulations pertaining to environmental regulations, contamination or cleanup): paints; household cleaning products; gasoline and used oil.

**6. TITLE DOCUMENTS.** Seller shall deliver to Buyer no later than fifteen (15) days prior to Closing an up-to-date abstract of title prepared by a title or abstract company authorized to do business in this State (and made in accordance with Onondaga County Bar Association Standards if the property is within Onondaga County), made from the records of the County Clerk's office and commencing with a Warranty Deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract (or no later than 1945 if the property is within Onondaga County), or a fee title insurance policy if acceptable to all parties, a tax search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any. ~~Seller shall also provide an up-to-date instrument survey showing improvements, courses and distances of all boundaries and relation to a monument or other fixed point, all fences, driveways, encroachments and easements affecting or appurtenant to the Premises, setback lines, certified to the Buyer, its lender and the title company. If the Premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owner's or Mortgagee policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth.~~ In the event this Contract is terminated, the title documents shall be promptly returned to Seller or Seller's attorney by Buyer or Buyer's attorney. This provision shall survive the termination of the Contract

**7. MARKETABLE TITLE.** At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLMC title standards and taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein. Buyer has been advised that the Premises is, or may lie, in lands claimed by a Native American group and that fact shall not be raised as a defect in title.

**8. CLOSING.** The passing of title ("Closing") shall be held at the office of Buyer's lending institution or its attorney (or if none, at the office of the Seller's attorney) or as otherwise agreed, on or about 2/27/17.

**9. CLOSING DOCUMENTS.** At the time of Closing, Seller shall execute and deliver to Buyer a Warranty Deed with lien covenant together with such other documents as maybe required by law or reasonably requested by Buyer's attorney or lending institution.

**10. ADJUSTMENTS.** Prepaid or unpaid charges including but not limited to rents and security deposits, taxes, water and common charges, garbage removal fees and fuel oil and propane shall be prorated and adjusted as of 11:59 pm the day before Closing or 11:59 at the end of the last day of possession by Seller, whichever is later. Fuel oil and propane in storage shall be adjusted at the average market price at the time of Closing.

**11. RECORDING EXPENSES.** Buyer shall pay the applicable mortgage tax and deed and mortgage recording fees. Seller shall pay for the recording fees for any mortgage discharge, gains tax affidavit, and any title affidavit required, as well as the transfer tax, and any real property gains tax applicable to the transaction. For residential real property, the Buyer shall pay a tax of 1% of the purchase price if the purchase price is \$1 million or more.

**12. PRE-CLOSING INSPECTION.** Buyer and their authorized agents shall have the right, at a reasonable time and upon reasonable notice to Seller, to inspect the Premises before closing. The purpose of this inspection is to establish that the Premises is in the same condition as it was as of the date of the Contract, subject to reasonable wear and tear, and that work required pursuant to the Contract, if any, has been completed. At the time of the pre-closing inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon and provide working smoke and carbon monoxide detectors.

Initial here: Buyer(s) \_\_\_\_\_ / \_\_\_\_\_ Seller(s) \_\_\_\_\_ / \_\_\_\_\_  
cp rev 09/16/15 letter Page 3 of 7 Page \_\_\_\_\_ of \_\_\_\_\_

13. **POSSESSION.** Unless otherwise agreed upon, possession of the Premises shall be delivered at closing. At the time of possession, the Premises shall be in broom clean condition, vacant with the exception of agreed upon tenants, free of debris and all personal property not included in the sale. At Closing, Seller shall deliver to Buyer all garage door openers, keys for the Premises, and provide security codes for any security systems. Until Closing, Seller shall perform ordinary lawn and landscape maintenance and snow removal.

14. **ASSIGNMENT.** This Contract may not be assigned by Buyer without Seller's written consent.

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

16. **MISCELLANEOUS.**

- a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.
- b. Until delivery of possession, Seller shall be responsible for any damage to the Premises and any water and utility services.
- c. Any errors or omissions in computation at Closing shall be corrected upon discovery.
- d. Only the representations contained in Section 5(i) and the provisions contained in Sections 16(b) and 16(c) shall survive the Closing and transfer of title.
- e. ~~If Buyer's lender require repairs to the Premises, it is agreed that Seller shall pay \_\_\_\_\_% of said repairs and Buyer shall pay \_\_\_\_\_% of said repairs. If the cost of the repairs exceeds \$\_\_\_\_\_ then \_\_\_\_\_ may terminate this Contract and the Deposit shall be returned to Buyer, unless the other party agrees to pay the excess. Any reinspection fee shall be paid by  Seller  Buyer  Split evenly by Seller and Buyer.~~
- f. ~~Pest inspection, if lender required, shall be paid by  Seller  Buyer  Split evenly by Seller and Buyer.~~

17. **NEW YORK STATE AGRICULTURAL AND MARKET 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." Premises  are  are not located partially or wholly within an agricultural district.

18. **LEAD BASED PAINT CONTINGENCY ADDENDUM AND DISCLOSURE.** If the Premises was constructed prior to 1978, Buyer and Seller must complete and sign the Lead Based Paint Contingency Addendum and Disclosure Form, or this contract will not be binding.

19. **NEW YORK STATE REAL PROPERTY LAW** Section 242:

The above property  does  does not have utility electric service available to it. This property  is  is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: \_\_\_\_\_. The purpose of the surcharge is \_\_\_\_\_. The amount of the surcharge is \$ \_\_\_\_\_. The surcharge is payable:  Monthly,  Annually,  other basis \_\_\_\_\_. The above property  does  does not have uncapped natural gas wells.

20. **SELLER'S PROPERTY CONDITION DISCLOSURE.** The Buyer is entitled by law to receive from the Seller a signed Property Disclosure Condition Statement prior to signing a binding Contract. In the event Seller fails to deliver said Statement, the Buyer is entitled to receive a credit of \$500.00 at Closing (see Section 463 of the Real Property Law for exemptions).

21.  **A. HOME INSPECTION.** This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a satisfactory Home Inspection by a New York State Licensed Home Inspector, Architect or Engineer within \_\_\_\_\_ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Home Inspection is unsatisfactory is received within

Initial here: Buyer(s) \_\_\_\_\_ / \_\_\_\_\_ Seller(s) \_\_\_\_\_ / \_\_\_\_\_  
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the "Inspection Approval Period". If the Home Inspection is deemed unsatisfactory, Buyer and Seller have \_\_\_\_\_ calendar days to reach an acceptable agreement. Failure to do so terminates the contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. At the time of the home inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon. The Buyer will supply to the Seller, if requested, a copy of the Home Inspection Report.

**B. HOME INSPECTION WAIVED.** The Buyer has been informed that it is in it's best interest to make the Contract contingent upon a Home Inspection. The Buyer waives the right to said Inspection.

22.  **A. RADON TEST.** This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a Radon test indicating the Radon level to be the EPA standard of less than 4.0 pC/L, within \_\_\_\_\_ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Radon levels exceed the EPA standards is received within the "Inspection Approval Period". If notice is given that Radon levels exceed EPA Standards, Buyer and Seller have \_\_\_\_\_ calendar days to reach an acceptable agreement. Failure to do so terminates the Contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. The Buyer will supply to the Seller, if requested, a copy of the Radon test.

**B. RADON TEST WAIVED.** The Buyer has been informed that it is in it's best interest to make the Contract contingent upon a Radon test. The Buyer waives the right to said test.

23.  **SUBJECT TO SALE OF BUYER'S PROPERTY (RECALL PROVISION).**

**CONTINGENCY CLAUSE.** This Contract to Purchase is contingent upon Buyer entering into a contingency free Contract to Purchase (financing contingency excepted) for the property now owned by Buyer at \_\_\_\_\_ on or before \_\_\_\_\_ p.m. \_\_\_\_\_. If Buyer is unable to successfully enter into such Contract to Purchase or remove such contingency by that date and time, then this contract, unless extended by mutual written agreement, shall be terminated and the deposit shall be returned to the Buyer.

**RECALL CLAUSE.** It is understood that the Seller may continue to show the Premises to prospective buyers. Should a bona fide written offer be accepted by Seller, subject to this contract, Buyer agrees to remove the above contingency clause within \_\_\_\_\_ hours of Notice or this contract shall be deemed terminated. Termination of this contract shall be automatic \_\_\_\_\_ hours from the time of Notice unless Notice of removal of contingency has been delivered by that time.

It is further understood and agreed that if Buyer removes the above contingency clause, Buyer agrees to:

- provide proof reasonably satisfactory to Seller of financial ability to close the transaction, and
- submit an additional deposit of \$ \_\_\_\_\_, which shall become part of the purchase price. All deposits shall be non-refundable unless title does not pass by reason of the fault of the Seller.

24.  **SUBJECT TO CLOSING OF BUYER'S PROPERTY PURSUANT TO EXISTING CONTRACT.**

This Contract to Purchase is subject to transfer of title pursuant to an existing contract on Buyer's property located at \_\_\_\_\_ on or before \_\_\_\_\_. If said transfer is not completed by that time, Seller shall within 72 hours either (1) return to the Buyer any deposits, and this contract shall thereupon terminate, or, (2) extend this contract for an additional \_\_\_\_\_ calendar days with closing and possession dates to be adjusted accordingly.

25. **WELL/SEPTIC TESTING.** In the event the Premises are serviced by a private well or spring, or septic system, this Contract is subject to Seller, at Seller's expense, providing to the Buyer at least 15 days prior to closing

- A septic dye test evidencing no leakage, or such test as may otherwise be required by the County Health Department or Municipality
- A well test showing a minimum flow rate of 3 gallon per minute for 2 hours, or such test as may otherwise be required by Buyer's lending institution
- A water quality test complying with the minimum standards for the lender and/or County Health Department or Municipality.

Seller shall provide all test results to Buyer. If any test results do not pass, Seller may repair/replace the system(s)

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at Seller's expense. However, if Seller is unwilling to repair/replace the system(s), Seller shall give Notice to Buyer within 3 days of receipt of failed test. Within 7 days of receipt of Notice from Seller, Buyer may terminate the contract on Notice. In the event Buyer terminates the contract, the deposit shall be returned to the Buyer.

26.  **OTHER CONTINGENCY.** It is understood and agreed that this Contract is made contingent upon:  
**No Contingencies**

27. **NOTICE.** Any notice required under this Contract shall be in writing (the "Notice"). Service of such Notice shall be given to the other party, or that party's attorney or real estate agent, and shall be personally delivered, transmitted by facsimile, emailed, delivered by overnight courier or by certified mail.

28. **PERSONS BOUND.** This document and the addenda annexed hereto, when signed by both parties, shall be a binding contract. This Contract contains the entire agreement of the parties and may not be changed or modified orally but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents. In the event that a dispute arises or a breach occurs and a lawsuit is commenced by or against any one of the parties or by or against any Broker involved in this transaction, the prevailing party to such lawsuit shall be entitled to recover the costs of litigation, including but not limited to reasonable attorneys fees.

**29. HOME EQUITY THEFT PREVENTION ACT.**

A. Buyer  intends  does not intend to use the Premises as Buyer's primary residence.

B. If Buyer **DOES NOT** intend to use the Premises as Buyer's primary residence, then Seller represents that premises  is  is not in foreclosure (lis pendens filed or property is on active tax lien sale list) **OR** that Seller  is  is not in default for two or more months on Seller's mortgage payments and the contract includes a reconveyance arrangement.

If the Premises is not to be used as Buyer's primary residence **AND** if the Seller is in foreclosure **OR** in default on the mortgage payments for two or more months and there is a reconveyance arrangement, then the **HOME EQUITY THEFT PREVENTION ACT ADDENDUM** is to be executed by the parties hereto, which addendum shall be made a part of this Contract as if the same were to be set forth herein at length.

THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

- Disclosure Regarding Real Estate Agency Relationships;  Seller's Disclosure of Property Condition;
- Contract Addendum;  Lead Based Paint Addendum;  Required FHA/VA Addendum
- Other: Auction Bidder Certification Form, Auction Terms and Conditions

~~This Contract is contingent upon approval by attorneys for Seller and Buyer. If either party does not identify an attorney and deliver a complete copy of this fully executed Contract to said attorney by three business days following execution of this Contract by all parties, this attorney approval contingency shall be deemed waived by that party. Each attorney shall have three business days exclusive of the day of receipt of a complete copy of this fully executed Contract within which to provide Notice of approval or disapproval of the Contract (the Approval Period). If party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed terminated and all deposits shall be returned. A conditional approval shall be deemed a disapproval unless assented to by the other party's attorney within three business days of receipt of the conditional approval. Written communication by attorneys pursuant to this provision shall bind their respective clients. If a party's attorney neither approves, conditionally approves nor disapproves this Contract by the end of the Approval Period, this approval contingency is deemed waived by that party.~~

**Buyer and Seller Waive Attorney Approval Contingency**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Witness	Date	Buyer	Date
Witness	Date	Buyer	Date
Witness	Date	Seller	Date
Witness	Date	Seller	Date
Name of Seller's Attorney	Name of Buyer's Attorney		
Attorney Phone Number & Fax Number	Attorney Phone Number & Fax Number		
Attorney Email Address	Attorney Email Address		
Listing Company	Selling Company		
Listing Brokerage License #	Selling Brokerage License #		
Listing Agent	Selling Agent		
Listing Agent License #	Selling Agent License #		
Listing Company Phone Number & Fax Number	Selling Company Phone Number & Fax Number		
Listing Agent Email Address	Selling Agent Email Address		

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