

# AUCTION

## BIDDERS PACKAGE



6030 E LAKE ROAD, OWASCO, NY  
HOUSE, BARN, 65 ACRES  
OVERLOOKING OWASCO LAKE

[WWW.BRINKERHOFFAUCTION.COM](http://WWW.BRINKERHOFFAUCTION.COM)

BID FROM ANYWHERE  
IN THE WORLD AT



MICHAEL DEROSA  
EXCHANGE

# AUCTION BIDDING PROCEDURE & TERMS

MICHAEL DEROSA  
  
EXCHANGE

**RE: Brinkerhoff Estate | 6030 E. Lake Rd. Auburn, NY 13021 | Town of Owasco | Cayuga County | Owasco Lake**

The Seller will select the winning bid based on the most favorable terms to Seller from each bidder's offer; which may include the highest bid price, largest deposit amount, quickest payment method, and/or the least amount of contingencies.

All bids will be considered subject to the following:

- 1. There will be no physical bidding on-site at the property.**
2. All bids will be presented to Seller by the Auctioneer.
3. All bids must be in writing; no verbal bids will be accepted.
4. Bids may be submitted online through internet bidding or in standard purchase offer format.
- 5. Financing, Inspections and Attorney Review of Title and Purchase Contract conditions are allowed for Bidders.**
6. All bids must be submitted to auctioneer either through its online internet bidding portal or in standard purchase offer format sent by e-mail, fax, or hand delivery to: **Michael DeRosa**, Auctioneer **Phone:** 315-406-7355, **Fax:** 315-685-7653, **E-mail:** [MichaelDeRosa@TheInternationalExchange.us](mailto:MichaelDeRosa@TheInternationalExchange.us)
- 7. All bids must be submitted with the following:**
  - A. Bidding deposit, in the amount of 10% of the Buyers Bid Price, due at the time of purchase contract/bid submission, in the form of a check, to be made payable to and held by Michael DeRosa Exchange, LLC until the purchase contract is signed/accepted by Seller, at which time it shall become part of the Purchase Price and shall be deposited in an Escrow account at Manufacturers & Traders Trust Co. (M&T) bank or returned to Buyer if the purchase contract/bid is not accepted.
  - B. Proof of Bidders ability to purchase by providing a loan pre-approval letter, if obtaining financing.
  - C. Verification of available funds letter from Bidders financial institution, if paying cash.
- 8. The Auctioneer must receive your bid on or before the close of bidding:**  
( TUESDAY, OCTOBER 20<sup>TH</sup> 2020 @ 7:00 PM EST. "Bid Deadline Date" )
9. The following Terms and Conditions shall be applicable to Bidders and to any bids they wish to submit:
  - I. Seller shall have sole and absolute discretion to accept or reject any bids received, prior to or after the bid deadline and reserves the right to extend bid deadline. Seller is not required to accept any particular bid, regardless of its terms, and has the absolute right and discretion to reject all bids.
  - II. Subsequent to receipt of bids, Seller shall have the absolute right to conduct negotiations through Auctioneer to deal with one or more Bidders, to further negotiate the terms and conditions of any bid. In so doing, Seller shall have no obligations to negotiate, communicate or counter with each and every other Bidder, or with any Bidder.
  - III. Under no circumstances shall any verbal communications between a Bidder and Seller and/or any Agent or Broker constitute or create an obligation on the part of the Seller to sell any property to anyone under any terms.
  - IV. The acceptance of any bid shall be conditioned upon the subsequent execution by the Bidder and Seller of a written purchase contract of sale, including all required addenda and setting forth terms and conditions satisfactory to both parties.
- 10.** In the event an accepted bid does not result in a closed transaction, or Seller rejects bids, Seller reserves the right to re-open negotiations with any Bidder and Seller may request Auctioneer to re-open bidding to solicit new bids.
- 11.** The Designated Escrow Agent and Bank for the Bidding Deposit is as follows: Bidders Deposit shall be made payable to: **Michael DeRosa Exchange, LLC (Escrow Agent) / Manufacturers & Traders Trust Co. (Bank).**
- 12.** A Buyer's Premium equal to 10% of the acceptable bid price will be applied to the winning bidders bid and shall become part of the Purchase Price. The Buyer's Premium will be added to the bid in the Purchase Contract to determine the Total Purchase Price. For Example: Bid Price \$100 +10% Buyer Premium =Total Purchase Price \$110

Please sign below to acknowledge your understanding and acceptance of all of the above procedures and terms & conditions and return this form to the Auctioneer no later than the time designated for the transmittal of bids.

**Acknowledged, understood, accepted and agreed to by:**

\_\_\_\_\_  
**Bidder(s)/Buyer(s):** Print Name and Sign

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bidder(s)/Buyer(s):** Print Name and Sign

\_\_\_\_\_  
**Date**

# BIDDER REGISTRATION FORM

**Disclosure Regarding Real Estate Agency Relationships:** Michael DeRosa of Michael DeRosa Exchange, LLC is an Auctioneer and Licensed Real Estate Broker acting in the interest of the Seller as a Seller's Agent.

**Premises:** Brinkerhoff Estate | 6030 E. Lake Rd. Auburn, NY 13021 | Town of Owasco | Cayuga County

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Legal Name of Prospective Buyer/Bidder \_\_\_\_\_

Legal Name of Entity or Corporation Purchasing (if any): \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Area Code & Phone Number(s) (Home/Cell/Work) \_\_\_\_\_

---

E-mail Address: \_\_\_\_\_

---

Prospective Buyer/Bidder certifies that their contact information on this Bidder Registration Form is true and complete.

**Verification Items for Bidder:** PARCEL(S) OUTLINED FOR SALE IS NOT AN ACTUAL SURVEY, PARCEL DIMENSIONS & ACERAGE ARE SUBJECT TO LAND SURVEY. PERMITTED USES AND/OR RESTRICTIONS ARE SUBJECT TO VERIFICATION. SUGGESTED POSSIBLE USES ARE SUBJECT TO APPROVAL FROM APPROPRIATE ZONING & PLANING AUTHORITY FOR INTENDED USE. FINANCIAL BUDGETS, FORECASTS, PROJECTIONS, AND PRO-FORMA STATEMENTS, DO NOT GUARANTEE FUTURE OUTCOMES. AN EQUAL OPPORTUNITY COMPANY. EQUAL HOUSING OPPORTUNITY. BUYER IS TO VERIFY PROPERTY TAXES, SCHOOL DISTRICT, AND RELY ON ITS OWN INSPECTIONS. ALL INFORMATION PROVIDED AND SUPPLIED ABOUT PREMISES AND ITS SALE/AUCTION IS DEEMED RELIABLE, BUT SUBJECT TO CHANGE AND NOT GUARENTEED. **Therefore, Anything Bidder would like verified pertaining to the premises must be added as a contingency in Bidders Purchase Contract and/or Attorney Approval Letter to be verified and/or satisfied, prior to the closing of sale.**

*Acknowledgement:*

\_\_\_\_\_  
**Buyer/Bidder Signature:**

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

\_\_\_\_\_  
**Buyer/Bidder Signature:**

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

# BID SUBMISSION FORM

**THIS BID SUBMISSION FORM CONTAINS THE PRINCIPAL TERMS FOR THE PROPERTY DESCRIBED BELOW TO ASSIST THE AUCTIONEER IN SUBMITTING YOUR BID.**

TO BE ATTACHED TO AND MADE PART OF THE PURCHASE CONTRACT

**Note:** (Items below are to be further specified in the purchase contract. *Item boxes are not applicable unless checked.*)

**Property:** The Brinkerhoff Estate 6030 E Lake Road Auburn, NY 13021  
Town of Owasco, County of Cayuga, Tax Map ID# 138.00-1-5.211

**Property Type:** Residential / Agricultural **Approx. Lot Size/Acreage:** 65 Acres

**Seller:** Catherine McArdle

**Name of Bidder:** \_\_\_\_\_

**Included in Sale:**  **OPTION 1** House, Barns and approximately 65 Acres of Land  
 **OPTION 2** House, Barns on 10 Acres of Land

**Total  
Purchase Price  
Bid:**

\$ \_\_\_\_\_, (Includes Buyers Premium)

a Buyer's Premium equal to 10% of the acceptable bid price will be applied to the winning bidders bid and shall become part of the Purchase Price. The Buyer's Premium will be added to the bid in the Purchase Contract to determine the Total Purchase Price.

For Example:

Bid Price \$100 + 10% Buyer Premium = Total Purchase Price \$110

**Deposit:** \$ \_\_\_\_\_, Bidding deposit, in the amount of **10%** of the Buyers Bid Price, due at the time of Purchase Contract/Bid Submission, in the form of a check, to be made payable to and held by Michael DeRosa Exchange, LLC until the purchase contract is signed/accepted by Seller, at which time it shall become part of the Purchase Price and shall be deposited in an Escrow account at Manufacturers & Traders Trust Co. (M&T) bank or returned to Buyer if the purchase contract/bid is not accepted.

**Payment Type:**

**Cash**            No financing contingency (Cash at Closing)

**Financing**       Bidder's obligation to purchase will be contingent on Bidder obtaining a written mortgage commitment from a bank or institutional lender in the amount of \$\_\_\_\_\_, for a term of \_\_\_\_\_ years, with such loan commitment to be obtained within \_\_\_\_\_ days after date of executed purchase contract.

**Transaction Closing Date:**    On or about \_\_\_\_\_

**Closing Expenses:**        Each party will pay its own legal fees in connection with the transaction and/or negotiation of a purchase contract.

**Property Taxes:**        Paid up to date by Seller

**Land Survey:**            Provided by Seller

**Sewage Disposal:**    Septic Tank – Testing Provided by Seller

**Water Source:**          Public Water

**Fuel Source:**            Natural Gas

**Condition of Premises:**         Buyer accepts premises in As-Is Condition  
or         Buyer accepts premises Subject to Inspection

**Other:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Auctioneer / Broker:** Michael DeRosa / Michael DeRosa Exchange, LLC

**Broker Disclosure Notice of Real Estate Agency Representation Relationship:**

Bidder/Buyer acknowledge that Michael DeRosa is an Auctioneer and a New York State Licensed Real Estate Broker acting on behalf of Michael DeRosa Exchange, LLC as its manager and is representing and working in the interest of the Seller as a Sellers Agent.

**Purchase Contract & Attorney Review:**

The acceptance of any bid shall be conditioned upon the following signing by the Bidder and Seller of a written purchase contract of sale setting forth terms and conditions satisfactory to both parties allowing attorney review of purchase contract including all required addenda for Bidder and for Seller.

\_\_\_\_\_  
**NAME OF BIDDER** (print legal name of purchaser)

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED SIGNER** **DATE**

For Business Organizations:  
*Corporations, Partnerships, Limited Liability Companies, Trusts, or other entities*

\_\_\_\_\_  
**NAME OF BIDDER'S ENTITY**

\_\_\_\_\_  
**NAME OF ENTITY'S AUTHORIZED SIGNER**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED SIGNER** **DATE**

# INSTRUCTIONS FOR MORTGAGE FINANCING / PAYING CASH

Below are examples of a few types of appropriate means of a prospective Buyer's proof of ability to purchase, demonstrating a ready, willing and able Buyer.

## CASH:

If Buyer prefers to pay Cash, please provide a Proof of Funds or Letter from a financial institution confirming the following:

"This letter is to verify that the assets in (Name of Prospective Purchasers) account with (Name of Financial Institution) meet or exceed the *(amount of the purchase price)* as of the close of business on (Date)". Letter must be printed on official letter head, signed and dated by an officer from Prospective Purchaser's financial institution.

## MORTGAGE FINANCING:

If Buyer prefers to obtain a loan, please provide a Mortgage Loan Pre-Approval Letter from a lender confirming:

(Name of Prospective Purchaser) has been Pre-Approved for a Mortgage Loan in the amount of *(the purchase price offered or amount being financed)*. Pre-Approval Letter for Mortgage Loan must be recent and dated within the past 12 months.

## LINE OF CREDIT:

If Buyer prefers to use a Line of Credit, please provide a letter of financial capabilities, from a banking institution on bank letter head confirming that Buyer has an open line of credit available in the *(amount equal to or in excess of the purchase price)*.

# INSTRUCTIONS FOR PURCHASE CONTRACT DEPOSIT

CHECK #: \_\_\_\_\_

CHECK DATE: \_\_\_\_\_

AMOUNT OF DEPOSIT: \$ \_\_\_\_\_

**{ DEPOSIT IS TO MADE PAYABLE TO THE ESCROW ACCOUNT OF THE BROKERAGE FIRM }**

MAKE CHECK PAYABLE TO: "MICHAEL DEROSA EXCHANGE, LLC" (ESCROW AGENT)

CHECK MEMO: \_\_\_\_\_ (REFERENCE PROPERTY ADDRESS)

NAME LISTED ON BUYERS CHECK: \_\_\_\_\_

NAME OF BUYERS BANK: \_\_\_\_\_

**TO BE DEPOSITED  
IN ESCROW BY BROKERAGE FIRM:  
"MICHAEL DEROSA EXCHANGE, LLC"  
AT: MANUFACTURERS & TRADERS TRUST CO. (M&T BANK)  
{ DEPOSIT IS HELD IN ESCROW AND APPLIED TOWARDS THE TRANSACTION }**

**FOR DEPOSIT ONLY**

**DEPOSIT WILL BE HELD IN ESCROW WITH M&T BANK**

**MAIL DEPOSIT CHECK TO LISTING OFFICE ADDRESS:  
MICHAEL DEROSA EXCHANGE, LLC  
6926 OWASCO ROAD, OWASCO, NY 13021**



# BIDDER'S CHECK LIST

SIGN AND RETURN WITH BID

1. Bidder Registration Form:
2. Sealed Bidding Procedure & Terms Form:
3. Bid Submission Form:
4. Proof of Available Funds Letter, if Cash Purchase:
5. Loan Pre-Approval Letter, if Financing Purchase:
6. Disclosure Forms:
7. Deposit Check:

***Any Questions Contact:***

Michael DeRosa

*Licensed Real Estate Broker & Auctioneer*

Michael DeRosa Exchange, LLC

**Cell Phone:** (315) 406-7355

**Fax:** (315) 685-7653

**Web:** [www.DeRosaExchange.com](http://www.DeRosaExchange.com)

**E-mail:** [MichaelDeRosa@TheInternationalExchange.us](mailto:MichaelDeRosa@TheInternationalExchange.us)



## Property Description Report For: 6030 East Lake Rd, Municipality of Town of Owasco

*No Photo Available*

<b>Total Acreage/Size:</b>	64.34	<b>Status:</b>	Active
<b>Land Assessment:</b>	2019 - \$119,400	<b>Roll Section:</b>	Taxable
<b>Full Market Value:</b>	2019 - \$437,086	<b>Swis:</b>	054600
<b>Equalization Rate:</b>	----	<b>Tax Map ID #:</b>	138.00-1-5.211
		<b>Property Class:</b>	210 - 1 Family Res
		<b>Site:</b>	RES 1
		<b>In Ag. District:</b>	Yes (5)
		<b>Site Property Class:</b>	210 - 1 Family Res
		<b>Zoning Code:</b>	-
		<b>Neighborhood Code:</b>	00003
		<b>School District:</b>	Auburn
		<b>Total Assessment:</b>	2019 - \$330,000
		<b>Property Desc:</b>	Inc 138-1-72, Sm 78-276 AD1220-41 incl 138.00-1-5.21 & 6.6
<b>Deed Book:</b>	1129	<b>Deed Page:</b>	65
<b>Grid East:</b>	841082	<b>Grid North:</b>	1046960

### Area

<b>Living Area:</b>	2,832 sq. ft.	<b>First Story Area:</b>	1,996 sq. ft.
<b>Second Story Area:</b>	836 sq. ft.	<b>Half Story Area:</b>	0 sq. ft.
<b>Additional Story Area:</b>	0 sq. ft.	<b>3/4 Story Area:</b>	0 sq. ft.
<b>Finished Basement:</b>	0 sq. ft.	<b>Number of Stories:</b>	2
<b>Finished Rec Room</b>	0 sq. ft.	<b>Finished Area Over Garage</b>	0 sq. ft.

### Structure

<b>Building Style:</b>	Old style	<b>Bathrooms (Full - Half):</b>	2 - 0
<b>Bedrooms:</b>	4	<b>Kitchens:</b>	1
<b>Fireplaces:</b>	1	<b>Basement Type:</b>	Partial
<b>Porch Type:</b>	0	<b>Porch Area:</b>	0.00
<b>Basement Garage Cap:</b>	0	<b>Attached Garage Cap:</b>	0.00 sq. ft.
<b>Overall Condition:</b>	Good	<b>Overall Grade:</b>	Good
<b>Year Built:</b>	1900		

### Owners

Matthew Mcardle 6030 East Lake Rd Auburn NY 13021	Catherine Indelicato 6030 East Lake Rd Auburn NY 13021
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### Sales

*No Sales Information Available*

## Utilities

<b>Sewer Type:</b>	Private	<b>Water Supply:</b>	Comm/public
<b>Utilities:</b>	Electric	<b>Heat Type:</b>	Hot air
<b>Fuel Type:</b>	Oil	<b>Central Air:</b>	No

## Improvements

Structure	Size	Grade	Condition	Year
Gar-1.0 det	18 × 16	Good	Good	1910
Barn-2.0 gen	38 × 76	Average	Normal	1910
Barn-2.0 gen	36 × 65	Average	Normal	1910
Barn-1.5 gen	20 × 52	Average	Normal	1910
Barn-1.0 gen	0 × 0	Average	Normal	1910

## Land Types

Type	Size
Primary	1.00 acres
Residual	8.70 acres
Tillable	56.00 acres

## Special Districts for 2019

Description	Units	Percent	Type	Value
FD461-OWASCO FIRE DIST	0	0%		0
SL461-SEYMOUR LIBRARY	0	0%		0
WD461-WATER 1 O&M	0	0%		0
WD464-WATER 1 CC	0	0%		0
WD465-WATER 1 CC UNIT BASE	1	0%		0

## Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2019	AG LAND EX	\$54,742	0	2012				0
2019	BAS STAR	\$23,550	0	1999				0

## Taxes

Year	Description	Amount
2020	County	\$4,300.05
2019	County	\$4,205.68
2019	School	\$6,190.05

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

Cayuga County



Image Mate Online

## Details for Taxes Levied in 2019

Tax Links
Property Info
Tax Info

## Municipality of Town of Owasco

Swis:	054600	Tax Map ID#:	138.00-1-5.211
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2019 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
COUNTY TAX	10.587340	277,014.00	2,932.84
COLLEGE CHARGEBACK	0.092241	277,014.00	25.55
TOWN TAX	0.978173	277,014.00	270.97
OWASCO FIRE DIST	1.750613	330,000.00	577.70
SEYMOUR LIBRARY	0.584288	330,000.00	192.82
WATER 1 O&M	0.202346	330,000.00	66.77
WATER 1 CC	0.000412	330,000.00	0.14
WATER 1 CC UNIT BASE	138.890000	1.00 units	138.89
MAY BE SUBJECT TO PA	0.000000	2,022.00	0.00
			Total: 4,205.68

2019-20 School Taxes (Auburn District)			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
SCHOOL TAX	24.508084	275,258.00	6,746.05
Total Star Savings: 556.00			
			Total: 6,190.05

2019-20 Village Taxes
No Village tax information is available.



Navigation [GIS Map](#) [Tax Maps](#) | [ORPS Links](#) [Assessment Info](#) [Help](#) [Log In](#)

**Tax Links**

[Property Info](#)

## Tax Bill Information

### Municipality of Town of Owasco

<b>SWIS:</b>	054600	<b>Tax ID:</b>	138.00-1-5.211
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### Tax Summary

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

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
2020	County	\$4,300.05	\$330,000.00	\$437,086.00	75.5	1

[Display Details for Taxes Levied in 2020](#)

2019	School	\$6,190.05	\$330,000.00	\$437,086.00	75.5	1
2019	County	\$4,205.68	\$330,000.00	\$420,382.00	78.5	1

[Display Details for Taxes Levied in 2019](#)

[Display Historical Tax Information](#)

### Exemptions for 2019

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
41720 - AG LAND EX	\$54,742	0	2012				0
41854 - BAS STAR	\$23,550	0	1999				0

# Agricultural Assessment Renewal Application

Owner Telephone Number(s):

Day No. 315 406 9104

Evening No. " "

Date: 9/25/2019

School Dist: 050100 Auburn

Property Class: 210 1 Family Res

Please return to the Town of Owasco Assessor by March 1, 2020.

Mail to:

Town of Owasco Assessor Clerk

Linda Coretti

2 Bristol Ave.

Auburn, NY 13021

PH: 315-253-9021 Ext 318

Owner Name and Mailing Address:

Matthew Mcardle  
6030 East Lake Rd  
Auburn, NY 13021

Property Location:

054600 138.00-1-5.211  
6030 East Lake Rd  
Owasco, NY

Please renew my application for an agricultural assessment for the parcel identified below for 2020.  
The last RP-305(LONG FORM) application for an agricultural assessment for this parcel was filed in 20\_\_.

*NOTE: The assessor may ask for substantiation of any requirements for an agricultural assessment including submission of form RP-305.*

## 1. Parcel Status:

- |    | <u>Yes</u>               | <u>NO</u>                           |  |
|----|--------------------------|-------------------------------------|--|
| a. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has there been a change in ownership of this parcel since the last form RP-305 was filed?  |
| b. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the applicant rented any land, other than that specified on the last filed RP-305 form, which was used in conjunction with this parcel for production of agricultural products for sale?   |
| c. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the applicant rented this parcel or a portion thereof to a person not specified on the last filed form RP-305?   |
| d. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the total acreage of this parcel changed?  |
| e. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the amount of acreage used for the production for sale of agricultural products, for the support of a commercial horse boarding operation, for support land, or for farm woodland, or the amount of acreage participating in a federal conservation program, changed since the last form RP-305 was filed? |
| f. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the parcel include a newly planted or replanted orchard or vineyard or land under a structure in which crops, livestock or livestock products have been produced during the past two years?   |
| g. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the parcel owned or rented by a newly established farm operation and used solely in the farm's first or second year for planting a new orchard, vineyard or Christmas trees?  |
| h. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has there been a change in the classification of soils on this parcel?   |

If the answer to any of these questions is **YES, STOP!** You must complete RP-305(Long Form) to apply for an agricultural assessment.

2. Parcel is located within an established Agricultural District  Yes  No

**3. Average gross sales value:**

	<u>Year One</u>	<u>Year Two</u>
a. Enter the gross sales value of any agricultural products (not including woodland products) produced for sale in the preceding two years on land owned by the applicant (see part (1)a and part (2)). For land rented by the applicant from another see part 3. (Include Federal Farm Program payments if applicable.)	\$ _____	\$ _____
b. Enter the gross sales value up to a maximum annual amount of \$2,000 of any woodland products produced for sale in the preceding two years on land owned by the applicant (see part (1)b and part 2). Note: The gross sales value of maple syrup/sap and Christmas trees produced on the applicant's land should be included in part 3a above.	\$ _____	\$ _____
c. Enter the market value of <u>crops</u> in their unprocessed state which were produced during the preceding two years on land owned by the applicant or rented by the applicant from another which were not sold unprocessed but were processed on the farm to make other products.	\$ _____	\$ _____
<b>Total Gross Sales Value For Two Year Period</b>	\$ _____	\$ _____
<b>Two Year Average Gross Sale Value</b>	\$ _____	\$ _____

The parcel is rented to another landowner under a written five year rental agreement and is used together with land which qualifies for an Agricultural Assessment.  Yes  No  
 (If Yes, copy of current lease or form RP-305-C affidavit **must** be attached if not on file with the assessor.)

**4. Land used to support a commercial horse boarding operation:**

	<u>Year One</u>	<u>Year Two</u>
Gross receipts collected by horse boarding operation during the preceding two years, including fees generated through boarding of horses:	\$ _____	\$ _____
Fees generated through production of sale of crops, livestock and livestock products:	\$ _____	\$ _____
<b>Total:</b>	\$ _____	\$ _____

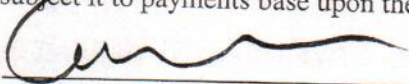
**5. If the land constitutes a newly established farm operation, enter:**

- a. The annual gross sales value of any agricultural products (not include woodland products) produced for sale in the preceding year on land owned or rented by the applicant \$ \_\_\_\_\_; and
- b. The annual gross sales value of crops in their unprocessed state which were produced by the applicant during the preceding year on land owned or rented by the applicant that were not sold unprocessed, but were processed on the farm to make other products \$ \_\_\_\_\_; and
- c. Annual fees generated in the preceding year for the boarding of horses \$ \_\_\_\_\_; and
- d. Total Annual Gross Sales Value \$ \_\_\_\_\_.

**6. Certification of applicant:**

I, Matthew Mcardle certify that the information entered on this application constitutes a true statement of facts to the best of my knowledge and that all lands described are used for the purposes stated herein. I have read the notice page explaining the consequences for converting land to a nonagricultural use and understand that conversion of this parcel may subject it to payments base upon the amount of taxes saved.

Date: 1/4/2020

Signature of Owner: 

**Penalty For False Statements:** A person making false statements on an application for exemption is guilty of an offense punishable by law.



# Agricultural Assessment Written Lease Affidavit for Rented Land

**Instructions:** Agricultural land which has been used as a single operation for the production of crops, livestock, or livestock products during the preceding two years but whose production does not independently satisfy the average gross sales requirement of Agriculture and Markets Law Article 25AA may nevertheless qualify for an agricultural assessment if the land is rented to another party for a minimum of five years for use in conjunction with other land which qualifies for an agricultural assessment. If the renting party does not receive an agricultural assessment, page 2 of this form is necessary to certify to the assessor that the lessee's land would qualify for an agricultural assessment. A copy of the relevant written lease or this affidavit attesting to the existence of the written lease must be attached to the application for an agricultural assessment (Form RP-305, *Agricultural Assessment Application*, or RP-305-r, *Agricultural Assessment Renewal Certification*). Applicants should file this affidavit only if they have completed all of Form RP-305, Part 8.

STATE OF NEW YORK

COUNTY OF Cayuga SS:

(I) (We) Catherine McArdle, residing at 4030 EAST LAKE RD  
(Name of landowner (lessor) (Address))  
Auburn NY 13021 and Eldred Hay Grain + Seed, residing at  
5287 Rte 38A Auburn, N.Y. 13021, being  
(Address) (Name of renter (lessee))

duly sworn depose and say:

The land described in the attached application for agricultural assessment is rented  
by Catherine McArdle to Eldred Hay Grain + Seed  
Owner (lessor) Renter (lessee)

Acreage actually used for agricultural production by renter: 57 acres.  
**Note:** Farm woodland acreage is ineligible.

Pursuant to a written lease entered into:

the 16 day of Jan., 2020, the term of which commences on  
the 16 day of Jan, 2020, and terminates on  
the 16 day of Jan, 2025.

/s/ Catherine McArdle  
Signature of owner (lessor)

/s/ Eldred Hay  
Signature of renter (lessee)

Sworn to before me  
this 23rd day of January, 2020

Sworn to before me  
this 16th day of January, 2020

/s/ Maureen Willis  
Notary Public

/s/ Erik Bernstein  
Notary Public

Maureen Willis  
Notary Public, State of New York  
Reg. No. 01WI4892698  
Qualified in Cayuga County  
My Commission Expires May 04, 2023

State of New York  
County of Onondaga SS:

**ERIK BERNSTEIN**  
Notary Public, State of New York  
No. 01BE6377661  
Qualified in Onondaga County  
Commission Expires July 09, 2022



**Instructions:** Use page 2 of Form RP-305-c only when the lessee does not participate in the agricultural assessment program. The lands of the lessee must meet the eligibility requirements in order for the applicant to be eligible. Agricultural land is eligible for an agricultural assessment if it satisfies all the requirements set forth in any of the eligibility requirements below and such can be so certified to the assessor. The assessor may ask for substantiation of gross sales value, which may be made by bookkeeping records, income tax returns, types of crops used for processing, etc.

**Eligibility Requirements**

- (A) • The land consists of at least seven acres which have been used to produce crops, livestock, or livestock products for sale in the preceding two years.
  - The crops, livestock, or livestock products produced on such land, and on any land rented by the applicant from another and used in conjunction with such land to produce for sale crops, livestock, and livestock products, must have an average gross sales value of at least \$10,000 for the two years preceding the application. Whenever a crop is processed prior to the sale, average gross sales value shall be based upon the market value of the crop in its unprocessed state.

or

- (B) • The land consists of less than seven acres which have been used to produce crops, livestock, or livestock products for sale in the preceding two years.
  - The crops, livestock, or livestock products produced on such land, and on any land rented by the applicant from another and used in conjunction with the applicant's land to produce for sale crops, livestock, or livestock products, must have an average gross sales value of at least \$50,000 for the two years preceding the application. For a crop processed prior to the sale, the average gross sales value shall be based upon the market value of the crop in its unprocessed state.

or

- (C) • The land consists of at least seven acres and has been used during the preceding two years to support a commercial horse boarding operation, or commercial equine operation, with annual gross receipts of \$10,000 or more.
  - A commercial horse boarding operation is defined as an agricultural enterprise consisting of at least seven acres and boarding at least 10 horses, regardless of ownership, which receives \$10,000 or more in gross receipts annually from fees generated either through the boarding of horses or through the production for sale of crops, livestock, or livestock products or through both such boarding and such production.
  - A commercial equine operation is defined as an agricultural enterprise consisting of at least seven acres and stabling at least 10 horses, regardless of ownership, that receives \$10,000 or more in gross receipts annually from fees generated through:
    - 1) the provisions of commercial equine activities including but not limited to riding lessons, trail riding activities, or training horses (but not horse racing);
    - 2) production for the sale of crops, livestock, and livestock products; or through both 1) and 2).

STATE OF NEW YORK

COUNTY OF Cayuga SS:

(I) (We) Eldred Hay Grain & Seed, residing at 5287 Rte 38A  
(Name of renter (lessee))  
Auburn NY 13021  
(Address), being

duly sworn depose and say:

(I) (We) meet the eligibility requirements for the agricultural assessment as stated above in (A)  (B)  (C)  (mark one)

/s/ [Signature]  
Signature of owner (lessor)

/s/ Judy Eldred  
Signature of renter (lessee)

Sworn to before me  
this 23<sup>rd</sup> day of January, 2020

Sworn to before me  
this 16<sup>th</sup> day of January, 2020

/s/ Maureen Willis  
Notary Public

/s/ Erik Bernstein  
Notary Public

Maureen Willis  
Notary Public, State of New York  
Reg. No. 01W14892698  
Qualified in Cayuga County  
My Commission Expires May 04, 2023

State of New York  
County of Onondaga SS:

**ERIK BERNSTEIN**  
Notary Public, State of New York  
No. 01BE6377661  
Qualified in Onondaga County  
Commission Expires July 09, 2022

PROPERTY INFORMATION

Name of Seller or Sellers: Catherine McArdle

Property Address: 6030 East Lake Road Owasco, NY 13021

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 [X] 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: 0. 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 [ ] No

Property Tax Exemption: [X] 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 [ ] No Amount \$ Due: [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Yearly [ ] Other - Explain:

Age of Hot Water Heater: Capacity of Gallons: Age of Furnace or Boiler: Age of Air Conditioning Unit:

Annual Bill for Fuel/Oil or Propane: \$ Average Monthly Utilities: Gas \$ Electric \$ Total: \$

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

see information listed below on page 2

*\*In lieu of Seller completing a Property Condition Disclosure Statement for sale of residential real property, Purchaser will be entitled to a credit in the amount of \$500.00 against the Purchase Price of the property upon transfer of title.*

Farmland is currently leased at \$2,900.00 annually.

Brinkerhoff Farm was Established in 1789. Exact age of Farmhouse and Barns are unknown.

(All dates referenced below are approximate.)

BARN IMPROVEMENTS

- Barns had much restoration work and was cabled (25K) back in 2003 by Woodford Brothers.
- Age of Barn Roof(s) one section was completed in 2015
- Gambrel roof completed in 2007 for 25K - T-Lock shingles and gutters.
- 2 Story Office Section Built in Barn was Constructed in 2013
- Steel Beam Barn Addition was completed in 2016
- Barn concrete floor poured, radiant in-floor heating, barn electrical service was installed in 2016
- Last Time Barn was Painted was 2015
- Barn has separate utility service bill from house.

HOUSE IMPROVEMENTS

- Age of House Roof was completed in 2015
- House Hot Water Natural Gas Heating System was installed 2017
- First Floor Bathroom Remodel was completed in 2016
- Second Floor Bathroom Remodel was completed in 2014
- Wood-burning Fireplace in Living Room was last serviced in fall of 2019
- White Farm Fence was last painted in 2019

I agree to furnish a copy of:

- |   |  |
|---|--|
| 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use | X <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Restrictive covenants or deed restrictions of record, <i>if applicable</i> .               | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 3. Condominium Bylaws, Rules, etc., <i>if applicable</i> .                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 4. Homeowner's Association Bylaws, Rules, etc., <i>if applicable</i> .                        | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 5. Utility bills upon request.  | X <input type="checkbox"/> Yes <input type="checkbox"/> 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 CARLEARDK Date 04-14-2020

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

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

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

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

012315



# Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

## Property Condition Disclosure Statement

Name of Seller or Sellers: Catherine R. McArdle

6030 East Lake Road

Property Address: Auburn NY 13021

### General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of 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 resident of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be construction or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

### Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "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 authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

### GENERAL INFORMATION

1. How long have you owned the property? ..... April 2003
2. How long have you occupied the property? ..... April 2003
3. What is the age of the structure or structures? ..... 1789  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.*
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unknown  NA
5. Does anybody else claim to own any part of your property? *If yes, explain below* .....  Yes  No  Unknown  NA
- 
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  Unknown  NA

# Property Condition Disclosure Statement

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  Unknown  NA  
2 Access Roads off of Honesuckle Rd to enter back property.

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, describe below* .....  Yes  No  Unknown  NA

9. Are there certificates of occupancy related to the property? *If no, explain below* .....  Yes  No  Unknown  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  Unknown  NA

11. Is any or all of the property located in a designated wetland? *If yes, explain below* .....  Yes  No  Unknown  NA

12. Is the property located in an agricultural district? *If yes, explain below* .....  Yes  No  Unknown  NA

13. Was the property ever the site of a landfill? *If yes, explain below* .....  Yes  No  Unknown  NA

14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  Yes  No  Unknown  NA  
• If yes, are they currently in use? .....  Yes  No  Unknown  NA  
• Location(s)  
Below ground - front yard. Not in use.

• Are they leaking or have they ever leaked? *If yes, explain below* .....  Yes  No  Unknown  NA

15. Is there asbestos in the structure? *If yes, state location or locations below* .....  Yes  No  Unknown  NA

# Property Condition Disclosure Statement

16. Is lead plumbing present? *If yes, state location or locations below* .....  Yes  No  Unknown  NA

\_\_\_\_\_

17. Has a radon test been done? *If yes, attach a copy of the report* .....  Yes  No  Unknown  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  Unknown  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  Unknown  NA

\_\_\_\_\_

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unknown  NA

\_\_\_\_\_

21. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unknown  NA

\_\_\_\_\_

22. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* .....  Yes  No  Unknown  NA

\_\_\_\_\_

23. Has the property been tested for termite, insect, rodent or pest infestation or damage? .....  Yes  No  Unknown  NA

*If yes, please attached report(s)*

24. What is the type of roof/roof covering (slate, asphalt, other)? ..... Asphalt

• Any known material defects? ..... Not sure

• How old is the roof? ..... Gambrel - 2009 A-FRAM 5 HVRCL 2014

• Is there a transferable warrantee on the roof in effect now? *If yes, explain below* .....

\_\_\_\_\_

# Property Condition Disclosure Statement

25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? .....  Yes  No  Unknown  NA

## MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (Check all that apply) .....  Well  Private  Municipal  
 Other: \_\_\_\_\_

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

27. Has the water quality and/or flow rate been tested? .....  Yes  No  Unknown  NA

28. What is the type of sewage system? (Check all that apply) .....  Public Sewer  Private Sewer  
 Septic  Cesspool  
unknown

• If septic or cesspool, age? ..... \_\_\_\_\_

• Date last pumped? ..... 11/2018

• Frequency of pumping? ..... Every 2 years

• Any known material defects? If yes, explain below .....  Yes  No  Unknown  NA

29. Who is your electric service provider? ..... NYSEG

• What is the amperage? ..... Unknown

• Does it have circuit breakers or fuses? ..... Circuit Breakers

• Private or public poles? ..... Public

• Any known material defects? If yes, explain below .....  Yes  No  Unknown  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  Unknown  NA

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

# Property Condition Disclosure Statement

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

---

48. The property is located in the following school district Auburn

**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.*



# 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 Carver

Date 04-21-2020

Seller's Signature

X \_\_\_\_\_

Date \_\_\_\_\_

## BUYER'S ACKNOWLEDGMENT:

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

Buyer's Signature

X \_\_\_\_\_

Date \_\_\_\_\_

Buyer's Signature

X \_\_\_\_\_

Date \_\_\_\_\_





## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

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

#### THIS IS NOT A CONTRACT

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

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

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

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

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

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent 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 cannot 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 the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### 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. 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

# New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Michael DeRosa of Michael DeRosa Exchange, LLC  
*(Print Name of Licensee)* *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

Seller as a *(check relationship below)*

Seller's Agent

Broker's Agent

Buyer as a *(check relationship below)*

Buyer's Agent

Broker's Agent

Dual Agent

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):

Carly Marduk

Date: 04/04/2020

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

**INSTRUCTIONS & NOTICE TO EVERYONE**

Property Owner grants Listing Broker permission to automatically reject any offer or request that does not comply with the following

Property/Business: 6030 East Lake Road, Owasco, New York 13021

Property Owner: Catherine Indelicato-McArdle

Listing Broker / Agent: Michael DeRosa Exchange, LLC / Michael DeRosa / (315) 406-7355

The Following Procedure Applies to the Property mentioned above and all related business matters.

Michael DeRosa has been granted the exclusive right to represent the Seller/Landlord in the sale, lease, option, exchange and negotiation for the property mentioned above which is listed under an exclusive right to sell contract with his brokerage firm, Michael DeRosa Exchange, LLC.

**Posted/Private Property Warning:** Although the property is on the market, it's still the owners and its tenants private property and they remain entitled to their privacy and have right to take action for breach of peace, trespassing or breaking and entering. Please respect their property & right to quiet enjoyment.

**Inquires, Requests, Showings, Inspections, Negotiations, and Offer Instructions:** Any and all inquires, requests, showings, inspections, negotiations, and offers must be submitted to and conducted through the listing broker only.

**Presenting Offers:** All offers must be in writing; no verbal offers will be binding. All offers must be presented and submitted to the listing broker.

**Designated Escrow Agent for Renters / Buyers Deposits:** Deposits are held in Escrow by the listing brokerage firm. Due at the time of offer submission. Returned if offer is not accepted.

**Good Faith Deposits:** Deposits shall be made in the amount (10% of the total offering price for cash purchases) and (5% of the total offering price for financing purchases), due with the signing of a contract.

**Time Frame and Availability of Showings:** 24 - 72 hour notice is preferred to arrange and prepare property for showings and accommodate any needs of property owner and its tenants. We will do our best to accommodate everyone's schedule for a showing. However, please understand the time needed for appointment confirmation when coordinating a interested buyer/tenants showing time frame and availability with the property owner, its tenants and real estate agent.

**Showing Arrangements and Authorization:** Showings are by appointment only and are subject to validation of legitimate buyer/tenants. Property Owner and its Broker reserve the right to be present during any inspections and showings.

**Notice and Disclosure of Business Relationship and Representation**

**Disclosure Notice of Real Estate Agency Relationship:** Owner has engaged real estate licensee Michael DeRosa of Michael DeRosa Exchange, LLC., a licensed real estate broker to act as the Landlord's/Seller's Agent.

**Notice of Exclusive Right to Sell, Lease, Option, Exchange and Negotiate:** You are hereby notified that the premises is listed under an Exclusive Right to Sell contract with the above named listing broker. Please refrain from any and all direct or indirect circumvention, inducement or interference with the listing brokers listing contract, economic advantage and business relations. Therefore, do not contact the Landlord/Seller its tenants or employees directly.

PROPERTY OWNER AUTHORIZATION: x Catherine McArdle Date 4/4/2020  
Signature Catherine Indelicato-McArdle

PROPERTY OWNER AUTHORIZATION: x \_\_\_\_\_ Date \_\_\_\_\_  
Signature



Map



# OWASCO LAKE

Lindenwood Cove

Burtis Point

Burtis Point Rd

Burtis Point Rd

Burtis Point Rd

Lane 8

Waters Edge

E Lake Rd

38A

Honeysuckle Rd

Honeysuckle Rd

Honeysuckle Rd

156

Dutch Hollow Brook

E Lake Rd

Brookhollow Dr





Split Map List

Hybrid



Lindenwood Cove

Google

Parcel

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