

SAVE & RESTORE
THE SEYMOUR MANSION



113 North Street, Auburn, New York

www.SeymourMansion.com

MICHAEL DEROSA
EXCHANGE

Document Check List

PLEASE RETURN THE FOLLOWING TO MICHAEL DEROSA

1. **Buyer Registration Form:** 1pg
2. **Buyers Plan to Restore Mansion & its Intended Use Form:** 2pgs
3. **Offer Submission Form:** 3pgs
4. **Standard Purchase & Sale Contract Form:** 12pgs
5. **NYS Agency Disclosure Form:** 2pgs
6. **Disclosure of Information on Lead-Based Paint:** 1pg
7. **Proof of Available Funds Letter (for Cash Purchase):**
8. **Pre-Approval Letter (for Financing Purchase):**
9. **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.SeymourMansion.com

E-mail: MichaelDeRosa@TheInternationalExchange.us

Buyer Registration Form

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

Premises: The James Seymour Mansion - 113 North Street, Auburn, New York 13021

Owner: City of Auburn New York

Legal Name of Prospective Buyer _____

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 certifies that their contact information on this Buyers Registration Form is true and complete.

Verification Items for Buyer: 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 IS DEEMED RELIABLE, BUT SUBJECT TO CHANGE AND NOT GUARENTEED. **Therefore, Anything Buyer would like verified pertaining to the premises must be added as a contingency in Buyers Purchase Contract and/or Attorney Approval Letter to be verified and/or satisfied, prior to the closing of sale.**

Acknowledgement:

Name of Buyer and Buyers Signature:

Date: _____

Name of Buyer and Buyers Signature:

Date: _____

Restoration Plan & Intended Use of Property Questions (Page 1 of 2)
www.SeymourMansion.com

1. Intended Use of Property:

What will you be using the property for?

Do you plan to live in the house and occupy the property as your primary single-family residence?

Are you seeking to use the property for owner-occupied residential rental use or business use?

2. Restoration Project Timeline:

How long after closing do you plan on holding the property before starting renovations?

What is your estimated timeframe to complete renovations after closing?

3. Cost of Restoration (Estimated):

Do you have an estimated cost of your restoration? If so, list your est. cost \$_____

If no, approximately how much money do you plan on investing into restoring the home?

4. Funding for Restoration:

Do you have the funding for the restoration readily available in addition to the funding for the purchase of the property?

Will you be obtaining funding for restoration after purchase?

If so, how will the project restoration be funded?

5. Grants:

Will you be applying for any grant funding to restore this property?

Restoration Plan & Intended Use of Property Questions (Page 2 of 2)
www.SeymourMansion.com

6. Tax Credits or any other similar relief:

Will you be applying to receive any property tax credits or other similar relief?

7. Tax Exempt Form of Ownership:

Will the property ownership be set up as a 501(c)(3) nonprofit or any other type of tax exempt organization?

8. Restoration Plan:

Briefly describe your plan for restoring this home.

What do you plan on restoring and what will you address first?

9. Special Permitted Use of Property:

Will you be requesting any type of special permitted use or zoning change before or after the purchase?

If so, what type of use will you be seeking?

10. After Purchase and Restoration:

What do you intend to do with the property after it is restored?

Do you plan on selling the home after the restoration? If so, how long do you plan on holding the property before re-selling it?

Will you be assigning the purchase contract at closing to another Buyer or re-selling the property after its purchased, instead of restoring it ?

Offer Submission Form

THIS OFFER SUBMISSION FORM CONTAINS THE PRINCIPAL TERMS FOR THE PROPERTY DESCRIBED BELOW TO ASSIST LISTING BROKER IN SUBMITTING YOUR OFFER.

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.*)

Name of Buyer: _____

Seller: City of Auburn New York .

Property: The James Seymour Mansion Tax Map ID#: 116.29-1-52.1
113 North Street, Auburn, New York 13021 County of Cayuga.

Property Type: Residential Single Family Residence – currently not in habitable condition and in need of full restoration. Property is being sold as-is, where-is, in its current condition.

Included in Sale: All Buildings on Premises and approximately +/- 0.92 Acres of Land

Purchase Offer Price: \$ _____.

Deposit: \$ _____, Buyers' purchase offer deposit, shall be in the amount of 20% of the Buyers Offer Price, due at the time of Purchase Contract Submission, in the form of a check, to be made payable to and held by: The City of Auburn or 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 is not accepted.

Listing Agent / Broker: Michael DeRosa / Michael DeRosa Exchange, LLC

Broker Disclosure Notice of Real Estate Agency Representation Relationship:

Buyer acknowledge that Michael DeRosa is 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 offer shall be conditioned upon the subsequent execution by the Buyer and Seller of a written purchase contract of sale allowing attorney review for both Buyer and for Seller, including all required purchase contract disclosures and any applicable purchase contract addendums setting forth terms and conditions satisfactory to both parties. ***The premises will be sold pursuant the Land Sale Policy of the City of Auburn and a Vote by its City Council to Approve such Sale.***

NAME OF BUYER (print legal name of purchaser)

X _____
SIGNATURE OF AUTHORIZED SIGNER **DATE**

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

NAME OF BUYER'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

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MLS _____

PURCHASE OFFER AND SALE CONTRACT

PLAIN ENGLISH FORM APPROVED BY CAYUGA COUNTY BAR ASSOCIATION AND CAYUGA COUNTY ASSOCIATION OF REALTORS. COMMISSIONS OR FEES FOR REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN REALTOR AND CLIENT

THIS MAY BECOME A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND THAT ALL PARTIES CONSULT WITH AN ATTORNEY.

SELLER: _____ **BUYER:** _____

SELLER: _____ **BUYER:** _____

Present Address: _____ **Present Address:** _____

Telephone No. _____ **Telephone No.** _____

SELLER('s) agrees to sell and BUYER('s) agrees to purchase the property on the following terms: (Where choices are offered, place an "X" next to applicable provisions.)

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

_____ consisting of _____

on a parcel approx. _____ x _____, or _____ acres, and being Tax Map No. _____

in the _____ of _____, County of _____

_____, State of New York.

OTHER ITEMS INCLUDED IN PURCHASE: The following items, if any, now or on the property and to the extent the items are owned by Seller are included in this purchase and sale: all heating, plumbing, lighting fixtures, flowers, shrubs, trees, window shades and blinds, curtain and traverse rods, storm windows, storm doors, screens, awnings, TV antennas, water softeners, sump pumps, window-boxes, fences, wall-to-wall carpeting, exhaust fans, hoods, garbage disposal, electric garage door opener and remote control devises, intercom equipment, all fireplace screens, swimming pool and all related equipment and accessories and the following built-in items: cabinets, mirrors, stoves, ovens, dishwashers, shelving, air conditioning (except window) units, humidifier and agree to accept these items in their present condition. Any of the above language notwithstanding, other items to be specifically included in the purchase and sale are:

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



Portion of Price to be attributed to personal property: \$_____. BUYER will pay sales tax on Closing on the property amount. **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 in windows, satellite dishes, and _____

2. **PURCHASE PRICE:** BUYER agrees to pay SELLER _____ (\$_____) for the Premises, payable as follows:

DEPOSIT: (Recommended deposit not less than \$1,000) \$ _____ in the form of _____ to be held by _____ until this offer is signed by SELLER, at which time it shall become part of the Purchase Price and shall be deposited in _____ Bank or returned to BUYER if this offer is not accepted by SELLER. SELLER directs the holder of the Deposit to return it to BUYER in the event of a bona fide failure of any contingency in the Contract, after deducting therefrom and paying to SELLER sums payable to SELLER pursuant to Section 2(a) of the Contract, if applicable.

BALANCE: \$ _____ by certified check or bank draft on Closing (transfer of title).

CHECK IF APPLICABLE:

(a) **FINANCING CONTINGENCY,** BUYER to obtain a _____ mortgage loan in an amount not more than _____ (\$ _____) for a term of not less than _____ years. BUYER shall make good faith application for this mortgage within _____ days of the acceptance of this offer by SELLER. BUYER shall provide SELLER with evidence of written approval of this mortgage *within forty-five days of attorney approval of this offer* (the "Mortgage Commitment Deadline") or SELLER may cancel the Contract at SELLER's option by written notice as provided for herein. *Unless the Contract is subject to other contingencies, and in order to expedite closing, BUYER hereby directs SELLER to immediately order the abstract of title, survey, tax searches, and any necessary water and/or septic tests. If BUYER is unable to obtain the financing referred to above, BUYER agrees to pay SELLER the actual costs incurred by SELLER for abstract of title, survey, tax searches, and any necessary water and/or septic tests, and SELLER's attorney's fees, not exceeding the amount of the deposit. BUYER and SELLER authorizes the holder of the deposit to pay said sums from the deposit and to return the balance, if any, to the BUYER.*

(b) **ASSUMPTION:** BUYER to assume and agree to pay the existing mortgage held by _____ with an approximate balance of _____ (\$ _____), payable monthly in the amount of \$ _____ with interest at _____ %. BUYER agrees to purchase at Closing any existing escrow account, if assumed. SELLER will will not be released from liability on the mortgage assumed by BUYER. SELLER BUYER shall pay all expenses charged by the holder of the existing mortgage in connection with the release of SELLER

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



from liability and/or the assumption of the mortgage by BUYER. In addition, any Mortgage Insurance Premium previously paid by SELLER [] will [] will not be prorated as of the date of Closing.

[] (c) **PURCHASE MONEY BOND AND MORTGAGE:** BUYER shall deliver to Seller, at closing, a purchase money bond and mortgage in the amount of _____ (\$ _____), which shall be for a term of _____ (_____) years, with interest at the rate of _____% per year payable in monthly installment of \$ _____, including principal and interest. BUYER shall pay all mortgage taxes, *provided, however,* that SELLER shall pay the MIF portion if the Premises consists of six dwelling units or more, SELLER's attorney can choose any standard mortgage form. SELLER may retain the abstract until the mortgage is paid.

MORTGAGE EXPENSES: BUYER agrees to pay all sums required by BUYER's lending institution, except as may be set forth in the immediately following paragraph:

At Closing, SELLER agrees to credit BUYER \$ _____ toward BUYER closing costs and/or prepaids - (including 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 fees) incurred by BUYER in this transaction.

If BUYER's lender requires repairs to the Premises, BUYER shall pay for said repairs. If the cost of the repairs exceeds \$ _____, then BUYER may terminate the Contract unless Seller agrees to pay the excess. Any reinspection fee shall be paid by BUYER.

3. REAL ESTATE BROKERAGE COMMISSION: Parties acknowledge that _____ is the listing broker and _____ is the selling broker. Commission(s) will be paid as per listing agreement. *SELLER authorizes the settlement agent to pay all real estate brokerage commissions from the proceeds of sale at Closing.*

4. SELLER'S REPRESENTATIONS: SELLER represents and warrants to BUYER that:
a) 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;
b) 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;
c) SELLER has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of the Contract; and
d) At the time of Closing, the Premises shall be free of any toxic or hazardous substances (as those terms are defined under any federal, state, or local laws, rules or regulations pertaining to environmental regulation, contamination or cleanup). For purposes of this provision, all paints, gasoline, used oil (but not fuel oil) and household cleaning products shall be deemed to be hazardous substances and shall be removed from the Premises in a lawful manner by SELLER prior to closing.

5. TITLE/CLOSING DOCUMENTS: SELLER shall provide to BUYER, or BUYER's attorney, at least ten (10) days prior to the date of Closing, the following documents in connection with the sale:

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



- a) Warranty Deed with lien covenant. If SELLER is an Executor or Trustee, SELLER will deliver an Executor's or Trustee's deed, rather than a Warranty deed.
- b) Guaranteed forty (40) year Abstract of Title.
- c) Certified ten (10) year tax search(es), copies of current tax bills and receipts for payment of real estate taxes.
- d) Current map of instrument survey prepared by a licensed Land Surveyor and certified as required by BUYER or BUYER's lender, with all corners permanently staked and visibly marked.
- e) Transfer Gains Tax Affidavit (Form TP-584) or Tentative Assessment issued by the Department of Taxation and Finance pursuant to Article 31-B of the Tax Law.
- f) Real Property Transfer Report (Form RP-5217).
- g) Carbon Monoxide Affidavit, in compliance with Section 378 (5-a) of the Executive Law.
- h) Smoke Alarm Affidavit, in compliance with Section 378 (5) of the Executive Law.
- i) All other documents reasonably required by BUYER or BUYER's lender in connection with either the sale or mortgage transactions contemplated by the Contract.

At the time of Closing, SELLER shall execute and deliver to BUYER the Deed, Transfer Gains Tax Affidavit, Real Property Transfer Report, Carbon Monoxide Affidavit, Smoke Alarm Affidavit and all other documents reasonably required by BUYER or BUYER's lender. Unless otherwise agreed, the SELLER shall pay for the Abstract of Title with current re-date, tax search(es), survey, filing of survey map (if applicable), revenue stamps on Deed, recording Discharge of mortgage, and filing of Transfer Gains Tax Affidavit, and the BUYER shall pay for the Abstract of Title closing re-date, filing of Real Property Transfer Report, recording of Deed and Mortgage, and all mortgage-related expenses.

6. 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 and permitted pursuant to FNMA/FHLMC title standards, and taxes for local improvements not yet due. Otherwise such title shall be free and clear from the rights of others unless set forth herein. *If premises are subject to a natural gas lease, the conveyance shall be subject to and together with all rights and benefits under the lease.*

7. CLOSING: The transfer of title ("Closing") shall take place in the county in which the Premises are located, and shall be held at _____ on or about _____ day of _____, 20____.

8. ADJUSTMENTS: Prepaid or unpaid charges including but not limited to rents and security deposits, taxes, water charges, common charges/assessments, garbage removal fees and fuel oil, shall be prorated and adjusted as of the date of Closing. Fuel in storage shall be adjusted at the average market price at the time of Closing as agreed to by the parties, or as determined by the retail supplier which serves the Premises.

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 bill for the immediately preceding fiscal year applied to the latest assessed valuation.

b) Any errors or omissions in computation of tax adjustments at closing shall be corrected upon discovery.

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



- c) SELLER shall be responsible for any unpaid water, sewer, or utility charge for services rendered prior to the date of Closing.
- d) SELLER shall be responsible for any unpaid sidewalk, curb, or similar assessment specific to the Premises only.

9. SEPTIC AND WATER:

- Water supply is Public Private
- Sewage Disposal System is Public Private

If Premises have a septic system or water supply from a private source, SELLER will provide:

- a) a property transfer septic system Discharge Permit issued by the Cayuga County Health Department within one year prior to closing. *Discharge permits based upon routine inspections are not sufficient.*
- b) a water quality test showing the absence of coliform bacteria, and any other substances of which the County Health Department or BUYER’s lending institution may require testing. Any additional water testing shall be at the expense of the BUYER.

10. INSPECTION: BUYER has inspected the Premises and is thoroughly acquainted with its physical condition and state of repair. BUYER agrees to purchase the property “AS IS” in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing, except as may otherwise be provided herein or in the Contract Addendum.

11. POSSESSION: (Check applicable provisions)

- Possession of Premises shall be delivered at closing.
- Subject to Tenant’s Rights.
- Other _____

At the time of possession, the Premises shall be in broom-clean condition, with all personal property and trash removed, and the Premises shall be vacant unless “Subject to Tenant’s Rights” as agreed between the parties.

12. NOTICE: Any notice or request required or agreed to be given under the Contract shall be deemed sufficiently given if it is in writing and signed by the party giving it, or that party’s attorney or authorized agent. Service of any such notice shall be deemed complete upon receipt of such notice by the addressee and may be personally delivered, transmitted by facsimile, mailed or e-mailed.

13. PERSONS BOUND AND ATTORNEY APPROVAL: This offer and the addenda annexed hereto, when signed by all parties and approved in writing by their respective attorneys, shall be a binding Contract.

- (a) This offer is valid until 5:00 p.m. on _____, 20____, unless sooner revoked.
- (b) The parties shall present this offer to their respective attorneys for approval within one business day following execution by all parties.

Buyers’ Initials: _____/_____

Sellers’ Initials: _____/_____



- (c) This offer is a binding Contract when signed by all parties and approved in writing by their respective attorneys within three (3) business days following each attorney's receipt thereof.

The Contract shall bind the parties hereto and their heirs and personal representatives. The Contract contains the entire agreement of the parties to be bound. There are no warranties or representations except as set forth in the Contract, notwithstanding any other statements or documents.

14. BUYER DEFAULTS: If BUYER fails to complete BUYER's part of this agreement, BUYER agrees that the deposit will be forfeited. BUYER further agrees that SELLER's receipt of the deposit will not mean that SELLER cannot pursue any other legal rights SELLER may have against BUYER including a claim for Brokerage fees.

15. 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 **THIS TRANSACTION IS COVERED BY THE HOME EQUITY THEFT PREVENTION ACT.**

WARNING: THIS CONTRACT FORM CANNOT BE USED IF THIS TRANSACTION IS COVERED BY THE HOME EQUITY THEFT PREVENTION ACT (Section 265-a of New York Real Property Law).

16. ADDENDA ARE ANNEXED HERETO AND MADE A PART HEREOF.

17. OTHER: _____

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



18. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, and by facsimile, each of which shall be deemed a fully enforceable original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date and year written below.

SIGN HERE

_____	_____	_____	_____
Witness	Date	BUYER	Date
_____	_____	_____	_____
		BUYER	Date
_____	_____	_____	_____
Witness	Date	SELLER	Date
_____	_____	_____	_____
		SELLER	Date

ATTORNEY INFORMATION

_____	_____
BUYER's Attorney	SELLER's Attorney
_____	_____
Address	Address
_____	_____
_____	_____
Telephone No.	Telephone No.
_____	_____
Fax No.	Fax No.

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____

INITIAL HERE

ADDENDUM

**THE PROVISIONS OF THIS ATTACHED ADDENDUM SUPPLEMENT
THE PROVISIONS OF THE PURCHASE OFFER AND SALES
CONTRACT**

BUYER(S) AND SELLER(S) ACKNOWLEDGE THE RIGHT TO MAKE THE PURCHASE OFFER AND SALE CONTRACT SUBJECT TO ANY OF THE FOLLOWING CONTINGENCIES. THEY HAVE INDICATED THEIR CHOICES BY INITIALING NEXT TO THE APPROPRIATE CLAUSE.

1. HOME INSPECTION (Initial One):

_____/_____ The Contract is contingent upon BUYER’s approval of a professional property inspection and report, to be conducted at BUYER’s expense, showing that the premises are free from any substantial structural, mechanical, electrical, plumbing, roof, water or sewer defects. The following buildings on the premises are to be included in this inspection: _____ . The inspector will be chosen by BUYER. SELLER agrees to allow BUYER’s authorized agent(s) access to the Premises for the purpose of conducting the property inspection and obtaining written estimates of the cost of repairs, if any. In the event of a claim of “substantial” defect as a result of such inspection, a copy of the report and a written estimate of the combined cost of repairs shall be delivered to SELLER. Defects for which the combined cost to repair is less than \$_____ shall not be considered “substantial” under this provision. In any event, any visible or previously disclosed items shall not be considered “substantial” defects within the terms of this contingency, and shall not be considered in determining the combined cost of repair. The inspection and report shall be completed within _____ days of execution of the Contract or this contingency will be deemed waived. If a claim of substantial defect is to be made by BUYER, the inspection and report, together with written estimates for the combined cost of repairs, shall be completed and delivered to SELLER or SELLER’s authorized agent within _____ days of completion of the inspection and report or this contingency will be deemed waived.

If a claim of “substantial” defect is made, SELLER shall have, within five (5) days of receipt of report, the following options:

1. Agreeing to correct the named “substantial” items subject to satisfaction of BUYER which will not be unreasonably withheld, or,
2. Negotiating with BUYER, a credit for cost of repairs and agreeing to the credit in writing, or,
3. Canceling the Contract, in which case BUYER shall be entitled to a full refund of any earnest money deposit, or,
4. Transferring the property in its “as is” condition in relation to such defect(s) upon BUYER’s agreement.

SELLER’s failure to respond as required above provides BUYER with the option to cancel the Contract with deposit refunded.

OR

_____/_____ BUYER acknowledges the right to make the Purchase Offer and Sale Contract contingent upon a professional inspection and BUYER waives the right to said inspection.

Buyers’ Initials: _____/_____

Sellers’ Initials: _____/_____



2. RADON TEST (Initial One):

_____/_____ BUYER shall, at BUYER's cost and expense, obtain the results of a Radon Test within _____ days of execution of the Contract by SELLER. A copy of which shall be timely provided to the SELLER. SELLER agrees to cooperate with BUYER to provide all necessary access to the property for the timely completion of the Radon Test, and the SELLER shall not disrupt or disturb the testing in any manner whatsoever. It is agreed by the parties that for the purpose of this agreement, the acceptable Radon level shall be up to 3.99pC./L. If the Radon Test results indicate a level higher than the acceptable level, SELLER shall have, within five (5) days of receipt of the Radon Test results, the following options:

1. Agreeing to provide the mitigation procedures recommended as part of the Radon Test results, or,
2. Negotiating with BUYER a credit for the cost of the recommended mitigation procedures, and agreeing to the credit in writing, or,
3. Canceling the Contract, in which case BUYER shall be entitled to a full refund of any earnest money deposit, or,
4. Transfer the property in its "as is" condition in relation to such defect(s) upon BUYER's agreement.

SELLER's failure to respond as required above provides BUYER with the option to cancel the Contract with deposit refunded.

OR

_____/_____ BUYER, acknowledges the right to make the Purchase Offer and Sale Contract contingent upon Radon Test. BUYER waives the right to said test.

3. SALE OF BUYER'S PROPERTY (Initial if Applicable):

_____/_____ The Contract is subject to the sale of and transfer of title relative to BUYER's real property located at _____ on or before _____, 20____. If said transfer is not completed by that time, SELLER shall within 72 hours either (1) return to BUYER any deposits, and the Contract shall thereupon terminate, or (2) extend the Contract for an additional _____ calendar days with closing possession dates to be adjusted accordingly.

_____/_____ **RECALL CLAUSE (Initial if Applicable):** Notwithstanding the foregoing, it is understood that SELLER may continue to show property for sale to other prospective purchasers, *only until such time as BUYER removes this contingency.* Should a bonafide written offer be accepted by SELLER subject to the Contract, BUYER agrees, within _____ hours of **WRITTEN NOTICE** to BUYER to remove the above contingency clause by **WRITTEN NOTICE** to SELLER, or the Contract shall become null and void and the deposit shall be returned to BUYER. BUYER also agrees that if BUYER removes the above contingency clause, BUYER at the time of removal, shall submit an additional deposit of \$_____ with Broker, which shall become part of the purchase price. If the above Contingency Clause is removed and the title is not transferred, through no fault of SELLER, all deposits shall be non-refundable.

4. SUBDIVISION APPROVAL (Initial if Applicable):

_____/_____ The subject premises to be sold herein are subject to subdivision regulations of the City/Town/Village of _____. SELLER shall provide proof of subdivision approval to BUYER within _____ days from the date of the Contract. In the

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



event that SELLER does not provide subdivision approval, this contract shall be null and void, at BUYER's option.

5. AGRICULTURAL DISTRICT DISCLOSURE (Initial if Applicable):

_____/_____ Pursuant to State Law, BUYER is hereby notified that the subject premises are located in an Agricultural District: "It is the policy of this state and this community to conserve, protect and encourage the development and improvements of agricultural land for production of food, and other products, and also for its natural and ecological value. This notice is to inform prospective residents that the property they are about to acquire lies partially or totally within an Agricultural District and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust and odors."

6. LEAD-BASED PAINT (Initial if Applicable):

_____/_____ The Contract is contingent upon risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the BUYER's expense pursuant to the attached Federal "Disclosure of Information on Lead-Based Paint and/or Lead Based Pain Hazards". In the event that lead-based pain or lead-based pain hazards are claimed to be present on the premises as a result of such inspection, a copy of the report and a written estimate of the cost of correcting said condition shall be delivered to SELLER. SELLER shall have, within five (5) days of receipt of said report, the following options:

1. Agreeing to correct the condition subject to satisfaction of BUYER which will not be unreasonably withheld, **or**,
2. Negotiating with BUYER a credit for cost of correcting said condition and agreeing to Credit in writing, **or**,
3. Canceling the Contract and refunding the BUYER any earnest money deposit, **or**,
4. Transferring the property in its "as is" condition in relation to such defect(s) upon BUYER's Agreement.

SELLER's failure to respond as required above provides buyer with the option to cancel the Contract with deposit refunded.

7. ELECTRICAL SERVICE SURCHARGE (Initial if Applicable):

_____/_____ This property is 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 (circle one): Monthly, annually, other (specify): _____.

8. MULTI-UNIT/MIXED USE (Initial if Applicable):

_____/_____ If property is located in City of Auburn and is improved by a structure with two or more residential units, or mixed residential and commercial units, BUYER will at BUYER's expense prior to Closing, apply for a certificate of occupancy which certifies approval for _____ residential units. If, prior to Closing, BUYER is informed by the City of Auburn that the number of units permitted by the City Zoning Law is less than the number stated above, BUYER shall have the option to declare the contract null and void and have BUYER's deposit returned. Seller hereby

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



authorizes BUYER to apply for the certificate of occupancy, and BUYER is responsible for the cost of repairs, if any, required to obtain the certificate of occupancy.

9. COMMERCIAL/INDUSTRIAL (Initial if Applicable):

_____/_____ If this commercial/industrial property (anything other than residential) SELLER will furnish, at least five (5) days prior to Closing, a zoning certificate certifying approval for use of the property as a _____ and SELLER shall furnish an environmental audit of the type which would be required by financing institutions. If the zoning certificate required above is not provided by SELLER, or if there is an environmental objection, BUYER shall have the option to declare the contract null and void and have BUYER's deposit returned.

10. WOOD DESTROYING INSECT INSPECTION (Initial if Applicable):

_____/_____ BUYER shall, at BUYER's own cost and expense, obtain the results of a Wood Destroying Insect Infestation Inspection Report. A copy of said results shall be timely provided to SELLER. SELLER agrees to cooperate with BUYER and BUYER's agent(s) or inspector(s) to provide necessary access to the premises for timely completion of the Wood Destroying Insect Infestation Inspection and Report.

If said inspection discloses visible evidence of active wood destroying insect infestation SELLER shall have within five (5) days of receipt of report, the following options:

1. Agreeing to correct the named substantial items subject to satisfaction of BUYER which will not be unreasonably withheld, **or**,
2. Negotiating with BUYER, a credit for cost of correcting said conditions and agreeing to the credit in writing, **or**,
3. Canceling the Contract and refunding the BUYER any earnest money deposit, **or**,
4. Transferring the property in its "as is" condition in relation to such defect(s) upon BUYER's Agreement.

11. OTHER CONTINGENCY (Initial if Applicable):

_____/_____ It is understood and agreed that the Contract is made contingent upon:



Witness Date BUYER Date

BUYER Date

Witness Date SELLER Date

SELLER Date

Buyers' Initials: _____/_____

Sellers' Initials: _____/_____



REMOVAL OF CONTINGENCIES

SELLER: _____ **BUYER:** _____

SELLER: _____ **BUYER:** _____

regarding property located at _____.

I/We the undersigned agree:

HOME INSPECTION:

_____/_____ BUYER(s) agrees that the "Home Inspection" contingency is removed.

RADON TEST:

_____/_____ BUYER(s) agrees that the "Radon Test" contingency is removed.

SALE OF BUYER'S PROPERTY:

_____/_____ BUYER(s) agrees that the "Sale of Buyer's Property" contingency is removed. BUYER has the ability to close on the date prescribed in the Contract, and the removal of this contingency constitutes an acknowledgement of same. Any inability to close on the prescribed date, or within a reasonable time thereafter, will result in, but not be limited to, a forfeiture of all deposits. However, if title does not pass due to SELLER's fault, all deposit shall be returned to BUYER.

_____/_____ BUYER(s) agrees to the removal of the contingency under the terms set forth above *and* has placed an additional deposit of \$ _____, to be held by Broker.

LEAD-BASED PAINT:

_____/_____ BUYER(s) agrees that the Lead-Based Paint contingency is removed.

WOOD DESTROYING INSECT INSPECTION:

_____/_____ BUYER(s) agrees that the Wood Destroying Insect Inspection contingency is removed.

OTHER CONTINGENCIES:

_____/_____ BUYER(s) agree that the "Other Contingencies" are removed.

_____/_____ BUYER(s) _____
Witness Date BUYER(s) Date

_____/_____ SELLER(s) _____
Witness Date SELLER(s) Date



Buyers' Initials: _____/_____

Sellers' Initials: _____/_____





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:

- | | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Seller as a <i>(check relationship below)</i> | <input type="checkbox"/> Buyer as a <i>(check relationship below)</i> |
| <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:

- | |
|-----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Advance Informed Consent Dual Agency |
| <input type="checkbox"/> 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):



Date: _____

Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

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 seller (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 or records 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) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(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)

(f) _____ 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.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

AMENDED

CITY OF AUBURN LAND SALE POLICY

I. PURPOSE

This policy governs the sale and/or disposition of all City-owned lands and real property so that the City of Auburn (hereinafter the "City") may dispose of any and all properties deemed to be of no interest to the City or for which no future plans are anticipated or projected.

Each property owned by the City shall be reviewed by the Office of the City Manager, or designee(s), to determine whether said properties have any short or long-term value to the City. A current list of all City-owned properties shall be maintained by the Office of the City Assessor.

Each property shall be evaluated by the Office of the City Manager or designee(s), and upon completion of the evaluation, shall be placed in the appropriate definition as set forth in Section II below.

II. DEFINITIONS

- A. At or Near Market Value - Value greater than 80% of its appraised and/or assessed value.
- B. Auction Property - A parcel of land within any of the above definitions determined to be suitable for auction by the Assessor and approved for auction by City Council.
- C. Developed Property - Improved property upon which there is situate a building or structure other than a one or two family dwelling.
- D. Economic Development Property - Property situated within the City's Industrial Park or other property designated by the Office of Planning and Economic Development as being suitable for future economic development.
- E. Paper Street - Vacant parcel of real property which is designated on a City map as being a street but which has not been open and/or developed for use by the public.
- F. Sealed Bids - The process by which parcels of properties are advertised for sale by bid to the highest bidder.
- G. Undeveloped Property - Vacant parcels of land located in residential and commercial zoning districts upon which there are no structures situate.
- H. Underdeveloped Property – parcel of land upon which there are situate structures condemned by the Building Inspector or by any other lawful means.
- I. Under Market Value - Value less than 80% of its appraised and/or assessed value.

III. GENERAL REQUIREMENTS

- A. The City reserves the right to reject any and all purchase offers deemed not to be in its best interest.
- B. The City shall not sell to any individual, partnership, corporation or any other legal entity which:
 - 1. Is delinquent or has been delinquent on the payment of real property taxes within the last three years.
 - 2. Has owned real property that the City has foreclosed upon for delinquent taxes within the past five (5) years.
 - 3. Owns real property in the City that has been found to have serious housing, safety and/or building code violations within the past five (5) years.
 - 4. Owns real property in the City and has been found to be negligent in the maintenance and/or repair of said property within the last five (5) years.
- C. All property sold by the City of Auburn are to be sold "as is".
- D. For sales below market value, all prospective buyers shall be responsible for any and all recording and closing costs including, but not limited to, the cost of the survey, tax search, abstract of title and/or title insurance, if available.
- E. For sales at or above market value, the City of Auburn shall be responsible for all normal seller's costs associated with said sale as per local custom and practice.
- F. All purchase offers submitted to the City of Auburn shall at a minimum include a deposit of an amount equal to twenty (20%) percent of the purchase price, which shall be deposited in a non-interest bearing account. Upon non-acceptance of the purchase offer, said deposit shall be returned to the prospective purchaser forthwith.
- G. Unless otherwise specified, the property shall be sold either by Quit Claim Deed or by Bargain and Sale Deed.
- H. All purchase offers are subject to approval by the City Council of the City of Auburn, as required by the City Charter of the City of Auburn. Approval of said sale requires four affirmative votes.

IV. SALES OF PROPERTIES

A. Methods of Sale

1. All real properties shall be sold by any of the following methods, with the price of the property being based upon an appraisal by the City:
 - (a) "Request for Proposal" process;
 - (b) Competitive sale auction;
 - (c) Sealed bid process; or
 - (d) Market sale.

2. Prior to offering any real property for sale, or in the event the City receives a purchase offer from an adjoining landowner, the City shall notify all adjoining landowners to the property of the sale and/or potential sale, said notice providing a reasonable time for submittal and consideration of all purchase offers.

Any such sales shall be subject to the requirement that the parcel of land be merged with the title of the adjoining property owner. The price of any such sale shall be subject to negotiation between the City and the adjoining property owner, the base price to be determined by an evaluation of the Assessor's Office of the City of Auburn and/or an appraisal obtained by the City.

B. Undeveloped Properties

All proposed sales of undeveloped properties may, where feasible, require a development proposal. Development proposals shall be negotiated by the City Manager to include construction schedules which shall include a timetable for completion of development of the property, said timetable to be determined based upon the individual needs and/or demands of the individual property and perspective purchaser. Proof of financial capability must be established to the satisfaction of the City Manager.

Any deed executed and delivered shall contain a reversionary clause which shall provide for the transfer of title back to the City of Auburn should the development timetables as agreed upon not be met. Upon timetables being met, the City shall file a notice in a form entitling a deed to be recorded in the Cayuga County Clerk's Office confirming that the timetables had been met by the purchaser.

C. Developed Properties

Where renovations are required, all prospective purchasers shall submit plans for renovation, together with a timetable for commencement and completion of the renovation. Any deed executed and delivered shall contain a reversionary clause which shall provide for the transfer of title back to the City of Auburn should the development timetables as agreed upon not be met.

Upon timetables being met, the City shall file a notice in a form entitling a deed to be recorded in the Cayuga County Clerk's Office confirming that the timetables had been met by the purchaser.

The proposed sale of residential developed property shall be subject to the requirement that any prospective purchaser reside therein and occupy as their principal residence. The proposed sale of a two-family dwelling shall be subject to the Certificate of Occupancy requirements of the City of Auburn. All costs associated with bringing said property into compliance shall be borne by the prospective purchaser.

D. Underdeveloped Properties.

All proposed sales of underdeveloped properties shall require the demolition thereof by the prospective purchaser. Any proposal shall contain a timetable by which the structure shall be demolished, but in no event shall the timetable exceed 60 days.

The price of any such sale shall be subject to negotiation between the City and the prospective purchaser, the base price to be determined by an evaluation of the Assessor's Office of the City of Auburn and/or an appraisal obtained by the City.

E. Paper Streets

All deeds, where applicable, shall reserve for the City of Auburn an easement for future development of utilities and shall contain a covenant restricting the construction of permanent structures on the property.

F. Sale to Non-Profit and Development Agencies:

When deemed in the best interest of the City, the City Council may authorize the direct sale of City owned properties to a non-profit agency situated and/or doing business in the City of Auburn, whose role it is to promote and enhance the quality of life for the citizens of the City. Such agencies may include, but shall not be limited to Homsite; Habitat for Humanity; the Auburn Industrial Development Authority (AIDA); and The Auburn Local Development Corporation (ALDC). The City may sell this property in accordance with an appraised value of said parcel. The City Council may waive strict compliance with this requirement when the sale of such land is deemed in the best interest of the City.

V. METHOD OF SALE

A. Auction of Property

1. The City may conduct an auction of real property as determined by the Assessor of the City of Auburn to be suitable for auction.

2. At least 30 days prior to auction, the Assessor of the City of Auburn shall submit to Council a proposed list of real property to be auctioned. Unless two or more members of Council have objections to any parcel on the proposed list, the list shall become final and all property contained therein shall be auctioned to the highest bidder.
3. The highest bidder shall submit at the time of auction a bid deposit in the amount of twenty (20%) percent of the total bid price plus a non-refundable administrative fee to be determined at the time of auction, said amount shall be payable by cash, personal check from a local bank or certified bank check or money order, payable to the City of Auburn, New York. A buyer's premium often (10%) percent of the bid price will also be due at the time of the auction.
4. All bids and deposits accepted by the Assessor and/or the Treasurer or their designee who shall conduct the auction, are conditioned upon the approval by the City Council of the City of Auburn, New York. As soon thereafter as practicable, a resolution authorizing the sale to the highest bidder shall be submitted to the City Council.
5. The highest bidder shall be responsible for any and all recording and closing costs.
6. Closing shall take place within forty-five (45) days from the date of Council resolution authorizing the sale, with the balance due at the time thereof. Failure of the successful bidder to proceed with the closing within the forty-five (45) day time period shall result in the bid becoming null and void, together with the forfeiture of the bid deposit.

B. Sealed Bids

1. Advertisement for sale by the sealed bid process shall be posted in a local newspaper for a minimum of six (6) days, shall set a specific date for receipt of sealed bids which shall be a minimum of seven (7) days and shall be in substantially the following form:

Separate sealed offers for the purchase of real property located at shall be received by the Assessor's Office Memorial City Hall, 24 South Street, Auburn, New York 13021 until 11:30 AM local time on----- and there at said office at said time shall be publicly opened and read aloud. Any and all sales are subject to the City of Auburn's land sale policy, a copy of which may be obtained from the Assessor's Office at the above address. This sale may be subject to additional conditions and criteria and prior to submitting a purchase offer, inquiries should be made at the Assessor's Office at the above address. The City of Auburn reserves the right to reject any and all bids and all bids are subject to approval by City Council.

2. Time Limits.

- (a) Within 90 days of approval of this policy, all properties presently owned by the City of Auburn to which the sealed bid process is applicable shall be advertised

for sale by sealed bid.

(b) Within 90 days of acquisition of any real property by the City of Auburn, which the sealed bid process is applicable, shall be advertised for sale by sealed bid.

3. Exceptions. In the event the City of Auburn does not receive any bids on a particular piece of property or the bids received are unacceptable, then any and all subsequent efforts for the sale of said property shall be in accordance with this land sale policy and shall not require utilization of the sealed bidding process.

VI. MISCELLANEOUS

- A. Recognizing that economic development property is unique and the potential sale thereof is critical to further economic expansion in the City of Auburn, the City Manager in conjunction with the Office of Planning & Economic Development may negotiate for the potential transfer of such property, on such terms and conditions as the parties may agree, subject to City Council approval.
- B. In the event the City of Auburn receives two or more purchase offers, each prospective purchaser shall be notified in writing of the other offer(s) and each shall be given an opportunity to submit an amended offer within three business days of being so notified. Upon the expiration of said time period, the most recent offers submitted shall be presented to Council who shall determine which offer is in the best interest of the City.
- C. The City Manager may list a property owned by the City suitable for sale with the Cayuga County Board of Realtors multiple listing service or any eligible realtor associated with said organization, on such terms and conditions consistent with this policy statement.
- D. Annually, on or before the [first] 15th day of July of each year, City Council shall be provided with a list of available properties for sale.
- E. Notwithstanding any of the above, the City Manager may, when deemed appropriate and in the best interests of the City, negotiate for the potential transfer of title to City owned land which may be inconsistent with any of the above, subject to City Council approval.

APPROVED BY COUNCIL RESOLUTION#168 OF 1997 DATED SEPTEMBER 18, 1997

AMENDED BY COUNCIL RESOLUTION #43 OF 2004 DATED APRIL 1, 2004.

AMENDED BY COUNCIL RESOLUTION # ___ of 2017 DATED SEPTEMBER 7, 2017

Cross Property 360 Property View

113 North Street, Auburn, NY 13021

Listing



MLS#: S1240489 **Single Family Residential** **A-Active**
113 North St VR Pricing: **No** List Price: **\$50,000**
County: Cayuga Zip: **13021**
Town: Auburn Pstl City: **Auburn** Cross St: **Seymour Street**
Area#: Auburn-050100 Acres: **0.92**
 Lot SqFt: **40,075**
 Lot Front: **108**
 Lot Depth: **165**
 Lot Shape:
 Lot #: **52**
 SqFt: **5,960**
 Year Built: **1861**
 Yr Blt Desc: **Existing**

Subdivision:
TxMap#: 050100-116-029-0001-052-001-0000
City Nghbrhd:
School Dist: Auburn
High School:
Middle School:
Elem School:
55+ Subdv: No Type of Sale: **Normal**
State: NY - New York # Attach: **1** # Photo: **30**

Recent Change: 12/01/2019 : NEW : ->A

Listing Office Information

<p> Offc Name: MICHAEL DEROSA EXCHANGE LLC (ALLI02) Offc Addr: 6926 Owasco Rd Auburn, NY 13021 LA Name/ID: Michael L DeRosa (ALLIANCE) LA Email: michaelderosa@theinternationalexchange.us LA Dir Phone/Fax: 315-252-7355 / 315-685-7653 Owner Name: City of Auburn New York Owner 2: Owner Addr: 113 North St Auburn, NY 13021 Seller Attorney: Listing Type: Exclusive Right To Sell Spc Conditions: No Service Type: Negotiation w/: Listing Broker Only Show Appt/Desc: 3154067355/Agent; Email List Agent Private Rmrks: *** PROPERTY IS BEING SOLD IN ACCORDANCE WITH THE "CITY OF AUBURN LAND SALE POLICY" ATTACHED HERETO AS "EXHIBIT A" TO HAVE A SHOWING SET UP PROMPTLY E-MAIL LISTING AGENT: michaelderosa@theinternationalexchange.us Branded VT: Click Here Unbranded VT: Click Here Aerial Drone Video: Virtual Tour 3D: Ad Headline: Ad Copy: Sub Board: Syracuse </p>	<p> Offc Lic#: 10991219191 Offc Phone: 315-252-7355 Offc Fax: 315-685-7653 LA Cell #: 315-406-7355 LA Acpts Txt: LA NY Lic#: 10491205303 Comp (Brk): 0 Comp (BA): 2.5 Comp (SA): 0 Exclusions: List Date: 12/01/2019 Expire Date: 12/18/2019 DOM: 2 </p>
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General Information

Style of Res: Victorian Built By: Stories: 3.0 Exter Constr: Brick Driveway: Stone/Gravel Garage: 4.0/Detached Garage Amen: Lot Info: Other - See Remarks Attic: Full, Stair Access Basement: Exterior Walkout Waterfront: No Name:	Full Baths: 3 Half Baths: 2 Tot Baths: 3.2 Bedrooms: 10 Total Rooms: 0 # Beds/Sept: Roof Descr: Foundation: Block Footage: Island Name:	<table border="0"> <tr> <td>Beds</td> <td>Full</td> <td>Half</td> </tr> <tr> <td>1st Flr: 1</td> <td>1</td> <td>2</td> </tr> <tr> <td>2nd Flr: 5</td> <td>2</td> <td>0</td> </tr> <tr> <td>3rd Flr: 4</td> <td>0</td> <td>0</td> </tr> <tr> <td>4th Flr: 0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Bsmnt: 0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Total: 10</td> <td>3</td> <td>2</td> </tr> </table> Riparian Rgts: No	Beds	Full	Half	1st Flr: 1	1	2	2nd Flr: 5	2	0	3rd Flr: 4	0	0	4th Flr: 0	0	0	Bsmnt: 0	0	0	Total: 10	3	2
Beds	Full	Half																					
1st Flr: 1	1	2																					
2nd Flr: 5	2	0																					
3rd Flr: 4	0	0																					
4th Flr: 0	0	0																					
Bsmnt: 0	0	0																					
Total: 10	3	2																					

Public Remarks: Exciting opportunity for someone who loves classic brick Victorian mansions. The house was built for Auburn banker James S. Seymour in 1861. Mr. Seymour was well known for his philanthropy, having founded the Seymour Library and the Auburn City Hospital. The house was later owned by Charles A. McCarthy, founder of Dunn and McCarthy Shoes. Inside this three-story historic beauty, you'll find nearly 6,000 square feet of living space, a stunning hand-crafted curved staircase, pocket doors, hardwood floors, 4 marble fireplaces, 10 bedrooms, 5 bathrooms (3 full, 2 half), beautiful original custom woodwork and built-in cabinetry. The home is situated on nearly 1 acre of land with a 2-story carriage house. (Price Reflects Condition.) Are you a Buyer with the best plan to restore this property?

Directions: The Seymour Mansion is located at 113 North Street in New York's beautiful, historic City of Auburn.
 Interior & Exterior Features

<p> Add'l Rooms: 1st Floor Bedroom, Den/Study, Foyer/Entry Hall, Living Room, Porch - Open Add'l Interior Features: Add'l Exterior Features: Add'l Struct: Kitchn/Dining: Formal Dining Room Appliances: None Accessibility: Floors: Hardwood-Some </p>	<p> Total FP: 4 # Artificial: 0 # Gas: 0 # Pellet: 0 # Wood Burning: 0 # Wood Stove: 0 # Coal: 0 # Other: 4 # Freestanding: 0 # Not Rep to Code: 0 </p>
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Utilities Information

HVAC Type: **Forced Air**
Heating Fuel: **Gas**
Water Htr Fuel: **Gas**

Sewer: **Sewer Connected**
Water: **Public Connected**
ENERGY STAR
Qualified®:

Emerg Backup:
Type of Well: **None**

Well Location:
Financial Information

Possible Fin:	Other - See Remarks	Equity:	\$50,000	Town/Cnty Tax:	\$425
1st Mtg Bal:	\$0			City/Vil Tax:	\$612
2nd Mrt Bal:	\$0			School Tax:	\$906
Tax Info:				Total Taxes:	\$1,943
Escrow Agt/Bnk:	Michael DeRosa Exchange, LLC / M&T	Assess Val:	\$162,100	Lot Rent:	
HOA Pay Desc:	None	Spc Assess:	\$0	PriceChg Time:	
HOA Fee:		Original LP:	\$50,000	Manufacture Dt:	
HOA Amen:					
Mobl Hm Ser#:					
Manufacturer:					

Display & Occupancy Information

Possession: **At Closing** Lockbox Serial #:
Internet: **Yes** Inet St Adrs: **Yes** IDX: **Yes** AVM: **Yes** Blog: **Yes** Realtor.com: **Yes** Zillow: **Yes**
MLS#: **S1240489**

Michael L DeRosa
NY Licensed R.E. Broker
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Listing content is not guaranteed accurate by the MLS Tuesday, December 3, 2019

Public Record

Owner Information

Owner Name:	City Of Auburn	Mailing Address:	113 North St
Mailing Address City & State:	Auburn Ny	Mailing Zip:	13021
		Mailing Address ZIP + 4 Code:	1886

Location Information

School District Name:	Auburn	Township:	Auburn
Census Tract:	413.00	Carrier Route:	C010
Zoning:	R2	Neighborhood Code:	3
Flood Zone Code:	X	Flood Zone Date:	08/02/2007
Flood Zone Panel:	36011C0305E		

Estimated Value

Value As Of: **11/21/2019**

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.
(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.
(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Tax Information

Alt. APN:	050100-116-029-0001-052-000-0000	Lot #:	52
% Improved:	92	Block #:	1
Tax Appraisal District:	0100	Tax Area (SWIS code):	050100

Assessments

Assessment Year	2018	2017	2016
Assessed Value - Total	\$162,100	\$135,000	\$135,000
Assessed Value - Land	\$13,000	\$18,700	\$18,700
Assessed Value - Improved	\$149,100	\$116,300	\$116,300
YOY Assessed Change (\$)	\$27,100	\$	
YOY Assessed Change (%)	20%	0%	
Market Value - Total	\$162,100	\$135,000	\$135,000
Market Value - Land	\$13,000	\$18,700	\$18,700
Market Value - Improved	\$149,100	\$116,300	\$116,300

Characteristics

State Use:	2 Family Resid	Lots Acres:	0.920
Lot Area:	40,075	Lot Width:	109
Lot Depth:	165	Total Units:	2

Number of Buildings: **1**
 Garage Size: **0**
 Stories: **2.7**
 Effective Year Built: **1950**
 Above Grade Area: **3,856**
 Second Floor Sq Ft: **1,468**
 Total Baths: **3**
 Basement Type: **Full**
 Heat Type: **Hot Air**
 Electric Service Type: **TYPE UNKNOWN**

Parking Type:
 Style:
 Year Built:
 Building Sq Ft:
 First Floor Sq Ft:
 Bedrooms:
 Full Baths:
 Fireplaces:
 Heating Fuel Type:
 Other Rooms (Not Bedrooms/Bathrooms):
 Building Condition:
 Primary Porch Sq Ft:
 Sewer Type:

Detached Garage
OLD
1875
3,856
2,765
10
3.000
4
GAS
KITCHEN
Average
734
Commercial

Exterior: **Brick**
 Porch: **Covered Porch**
 Water: **COMMERCIAL**

Building Features

Feature Type	Unit	Size/Qty	Width	Depth	Year Built	Value
Barn 1.5 Story	S	1,884			1900	
Garage 1 Story Detchd	S	734			1900	
Covered Porch	S	734			1900	
Covered Porch	S	40			1970	

Photos





History

Listing History from MLS

MLS#: [S1240489](#)

[113 North St](#)

Single Family Residential

DOM	Price	Change Info	Change Type	Date	Mod Agent
0	\$50,000	->A	New Listing	12/01/2019	ALLIANCE



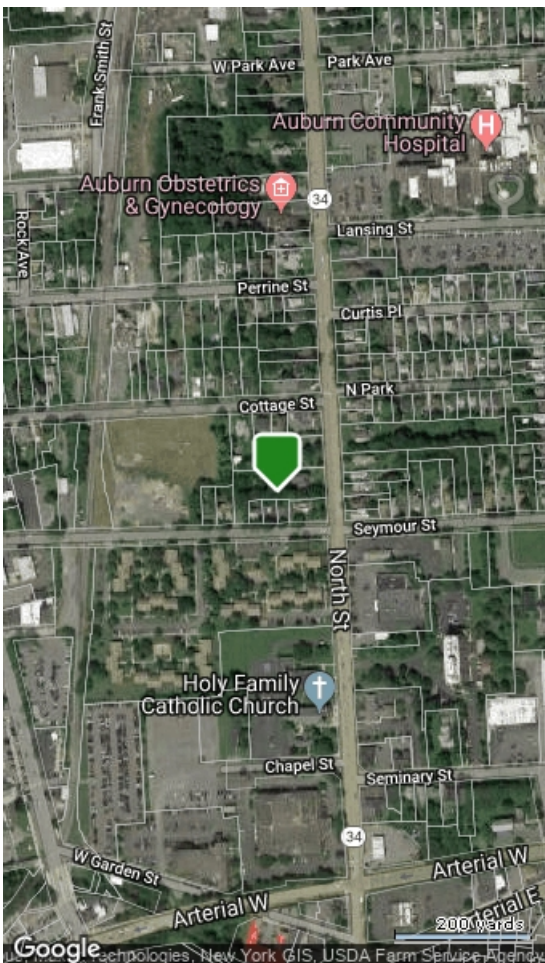
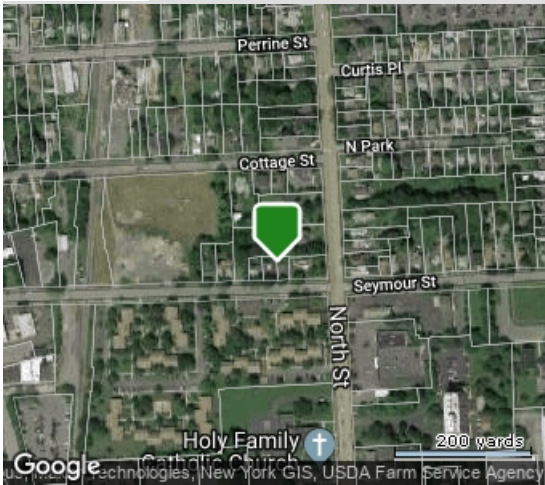
Sale History from Public Records

Rec. Date	Sale Date	Sale Price	Nom.	Buyer Name(s)	Seller Name(s)	Doc. #	Document Type
06/03/19	05/31/19		Y	City Of Auburn	Treasurer Of Cayuga County	3729-278	Tax Deed
06/18/13	05/24/13	\$155,000		Perry Curtis	Porter Robert	1512-273	Contract Of Sale

Mortgage History

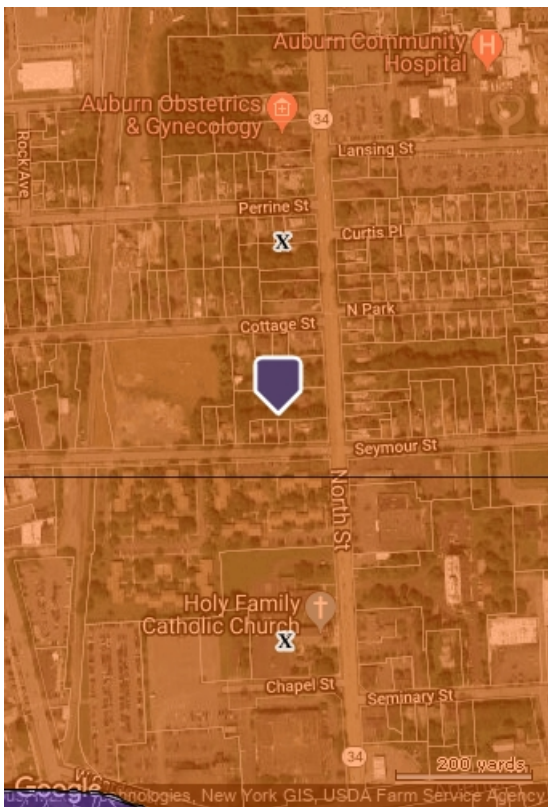
Date	Amount	Mortgage Lender	Mortgage Code
06/18/2013	\$123,522		SELLER/CARRY BACK

Parcel Map



Flood Map

Flood Zone Code: **X** Flood Zone Panel: **36011C0305E**
 Flood Zone Date: **08/02/2007** Special Flood Hazard Area (SFHA): **Out**
 Flood Code Description: **Zone X-An Area That Is Determined To Be Outside The 100- And 500-Year Floodplains.**



- Coastal 100-Year Floodway
- Coastal 100-year Floodplain
- 100-year Floodway 100-year Floodplain
- Undetermined
- 500-year Floodplain incl. levee protected area
- Out of Special Flood Hazard Area

This map/report was produced using multiple sources. It is provided for informational purposes only. This map/report should not be relied upon by any third parties. It is not intended to satisfy any regulatory guidelines and should not be used for this or any other purpose.

Foreclosure

Foreclosure Summary

Foreclosure Stage:	REO		
Document Type:	TAX DEED	Recording Date:	06/03/2019
Document Number:	3729-278	Foreclosure Stage:	REO
Owner Name:	City Of Auburn	Mailing Address:	113 North St
Mail Address City Name:	Auburn		
Sale Date:	05/31/2019		

Mortgage Information

Attachment List

<u>URL</u>	<u>Doc</u>	<u>Type</u>	<u>Description</u>
City of Auburn Land Sale Policy (Exhibit A) 113 North Street, Auburn, NY 13021.pdf	PDF	Additional Property Information	City of Auburn Land Sale Policy (Exhibit A)



Property Description Report For: 113 North St, Municipality of City of Auburn



Total Acreage/Size: 0.92
Land Assessment: 2019 - \$13,000
Full Market Value: 2019 - \$162,100
Equalization Rate: ----
Deed Book: 3729
Grid East: 824574

Status: Active
Roll Section: Taxable
Swis: 050100
Tax Map ID #: 116.29-1-52.1
Property Class: 220 - 2 Family Res
Site: RES 1
In Ag. District: No
Site Property Class: 220 - 2 Family Res
Zoning Code: R2
Neighborhood Code: 00104 - North St. W.
School District: Auburn
Total Assessment: 2019 - \$162,100
Property Desc: Plat Bk Ee Pg 74
Deed Page: 278
Grid North: 1070561

Area

Living Area:	3,856 sq. ft.	First Story Area:	2,765 sq. ft.
Second Story Area:	1,468 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	1,727 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2.7
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Old style	Bathrooms (Full - Half):	3 - 0
Bedrooms:	10	Kitchens:	2
Fireplaces:	4	Basement Type:	Full
Porch Type:	Porch-covered	Porch Area:	734.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	Normal	Overall Grade:	Good
Year Built:	1875		

Owners

City of Auburn
 24 South St
 Auburn NY 13021

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
6/3/2019	\$1	220 - 2 Family Res	Land & Building	Porter, Robert	No	No	No	3729/278

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Barn-1.5 gen	1,884.00 sq ft	Good	Fair	1900
Gar-1.0 det	734.00 sq ft	Average	Poor	1900
Porch-coverd	734.00 sq ft	Average	Fair	1900
Porch-coverd	40.00 sq ft	Average	Fair	1970

Land Types

Type	Size
Primary	0.50 acres
Residual	0.42 acres

Special Districts for 2019

No information available for the 2019 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2019	BAS STAR	\$30,000	0	2014				0

Taxes

Year	Description	Amount
2019	County	\$1,378.23
2018	County	\$1,161.37
2018	School	\$2,370.35

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

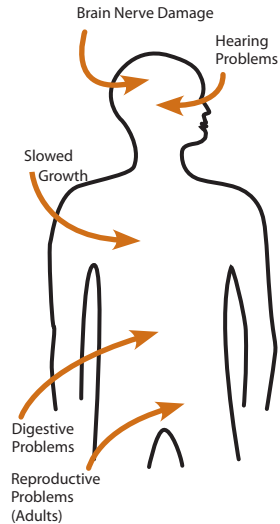
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).