

# Craig & Erica Harvey

## Complete Dispersal

**Friday, March 4th, 2016 at 10:00AM**  
**2429 Edson Road, Sinclairville, New York**

**REAL ESTATE:** Approximately 250 acres. 100 acres of tillable ground. Predominant soils on the tillable acreage include Busti, Chautauqua, and Freemont. 75 acres of woods in debt for nature. Visit our website at [www.wiliamkentinc.com](http://www.wiliamkentinc.com) for photos and details! **TERMS:** \$30,000 total deposit due at auction. 10% buyer's premium. See full terms in this packet!

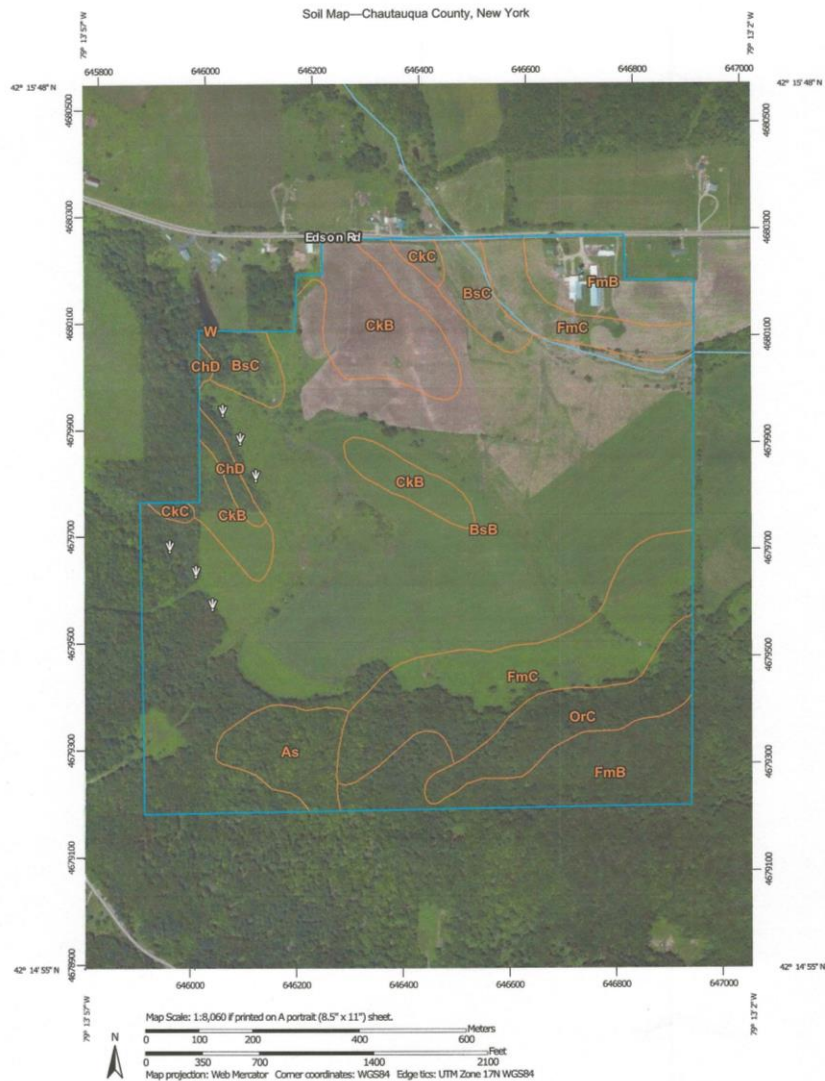
***OPEN HOUSE: March 1st at 11 AM***

Auction to be held at 2429 Edson Road. Property is located approximately 2 miles east of the Village of Sinclairville, approximately 3 miles east of Route 60, 12 miles north of Jamestown and Route 86.

**CATTLE:** 240+ head of Holstein cattle. 140 mature animals averaging 70lbs. Good udders, feet and legs. Balance bred heifers, open heifers & calves. Cattle will be pregnancy checked and given shipping fever shots. *These are good, honest cows that will go right to work in your barn!*  
**MACHINERY:** Tractors & Loaders: JD 6170R, MFWD, 1,960 hours, very good 46" duals; JD 7330, MFWD, very good 38" rubber, 4,100 hours; JD 7130, MFWD, w/ JD 673 loader, excellent 38" rubber, 2,700 hours; JD 6715, MFWD, very good 38" rubber, 4,100 hours; JD 318E skidsteer, 620hours; JD skidsteer 320D, 3900 hours; NH LS150 skidsteer; **HARVEST:** JD 946 MoCo discbine; JD 854 round baler; Pottinger EuroTop 691A rake; NH H5270 tedder; Tubeline TLR5000 AX2 wrapper; (2) 24' round bale wagons; Richardton 7000 dump wagon; 12 ton gear; gravity wagon w/ fertilizer auger; Brock 25 ton commodity bin; Brock 7 ton commodity bin;  
**TILLAGE & PLANTING:** JD 7200 6 row planter, dry fert.; JD 8350 drill; Case IH 475 21' disc; Dunham Lehr 20' Ultramulcher; White 5 btm plow, 16", side hill; **BARN & MISC:** Knight 8118 manure spreader; Knight 8114 spreader for parts; H&S 235 spreader; Jay Lohr 4405 mixer wagon, 6' conveyor; Bush Hog 160-10 3pt back blade; Bush Hog 10' mower; livestock trailer; 34 hutches; 2 poly dome calf warmers; 500 gallon fuel tank w/ electric pump; silo unloader parts; gates; 3 point fertilizer spreader; Zimmerman head locks (28), down cow release, 4 sections of 6, 1 section of 4; 3 point carrier; skidsteer attachments including pallet forks, bale spears(2), tire scraper, feed pusher, stall groomer & shooter; 18.4-38 snap on duals; 23.1-26 tires on rims; '91 Suzuki Quad Runner ATV; **MILKING EQUIPMENT:** Boumatic double 8 herringbone parlor, DeLaval pulsators; Mueller 1500 gal bulk tank; Surge 10hp vacuum pump; 7hp variable speed vacuum pump; DeLaval pump head; variable speed pump, 7.5 hp motor; booster pump



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**Soil Map of Harvey Real Estate-*for reference only***

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Soil Map—Chautauqua County, New York

### Map Unit Legend

Chautauqua County, New York (NY013)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
As	Ashville silt loam	8.1	3.3%
BsB	Busti silt loam, 3 to 8 percent slopes	137.2	54.9%
BsC	Busti silt loam, 8 to 15 percent slopes	8.5	3.4%
ChD	Chadakoin silt loam, 15 to 25 percent slopes	2.2	0.9%
CkB	Chautauqua silt loam, 3 to 8 percent slopes	20.3	8.1%
CkC	Chautauqua silt loam, 8 to 15 percent slopes	1.9	0.7%
FmB	Fremont silt loam, 3 to 8 percent slopes	26.4	10.6%
FmC	Fremont silt loam, 8 to 15 percent slopes	33.5	13.4%
OrC	Orpark silt loam, 8 to 15 percent slopes	11.8	4.7%
W	Water	0.0	0.0%
Totals for Area of Interest		249.8	100.0%

**Soil Map Legend of Harvey Real Estate-*for reference only***



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## **NOTICE TO ALL BIDDERS**

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at Public Auction to be held on Friday March 4, 2016, in Sinclairville, New York, and is supplied for whatever assistance it may provide in answering questions; however: **SUCH INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WHATSOEVER.**

Prospective bidders are advised to avail themselves of the land and tax records of Chautauqua County, Gerry township, and to make an inspection of the premises on their own behalf, consulting whatever advisors they may feel appropriate.

The property for sale will be auctioned in an “AS IS, WHERE IS” condition and neither the Auctioneer/Broker, WILLIAM KENT INC., nor the seller or their respective agents make any express or implied warranties of any kind. The description and conditions listed in this and other advertising materials are to be used as guidelines only, and are not guaranteed. Announcements made by the Auctioneer/Broker from the auction block at sale time will take precedence over ALL printed materials.



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### NOTICE TO ALL BIDDERS

1. The **TERMS OF THE SALE** are all cash at time of Closing or otherwise as mutually agreed. The contract is not subject to condition of financing or any other contingencies. You must be sure that your financing is arranged, if needed, or that you are capable of paying cash at closing.
2. This property sells subject to confirmation by Seller within 72 hours of the auction.
3. Upon acceptance of the final bid, Deposits will be required in cash or certified check made out to William Kent Inc. Brokers. This deposit will be held in Escrow. If the property fails to close due to no fault of the buyer, the deposit will be fully refunded.
4. **DEPOSIT AMOUNT: \$30,000**
5. A Contract of Sale must be signed by the Buyer immediately following the Auction of Real Estate. The Buyer is also required to sign the Agency Disclosure, and Price Verification.
6. The property sells in "AS IS" condition without exceptions. Compliance with any government regulations will be the responsibility of the buyer. Fixtures and appliances are sold in "AS IS" condition. Seller makes no representations or warranties, expressed or implied regarding the same.
7. Seller will convey to buyer the premises by Warranty Deed.
8. Property sells as per deed description. If the buyer chooses to have an instrument survey it is solely at the buyer's expense.
9. This Contract of Sale has been reviewed and approved by the Sellers' attorney. When signed, the Contract of Sale becomes a binding contract. Buyers must review this Contract with their Attorney prior to bidding to obtain his or her written approval letter to present to the auctioneer at registration, or they must elect to waive Attorney approval.
10. Announcements made from the Auction Block at the time of the sale will take precedence over all other information and all printed material. WILLIAM KENT INC. believes all material to be correct, but assumes no legal responsibility for its accuracy or for the accuracy of its representation.

**BID PRICE** \$ \_\_\_\_\_

**PLUS 10% BUYER'S PREMIUM** \$ \_\_\_\_\_

**TOTAL PURCHASE PRICE** \$ \_\_\_\_\_

By signing this verification, I/We, \_\_\_\_\_  
Buyer, agree and acknowledge that I/We understand how the total purchase price was computed. I/We also acknowledge that either my/our attorney approved the purchaser offer or I/We waive our attorney approval.





# Craig & Erica Harvey

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***THIS AGREEMENT***, made under the date of **March 4, 2016**, states, that SELLER, Craig & Erica Harvey, agrees to sell, and \_\_\_\_\_, BUYER agrees to buy the following Real Estate (Hereinafter referred to as "Property").

1. **PROPERTY DESCRIPTION:** Property located in the Town of Sinclairville, County of Chautauqua, State of New York, known as the Harvey Farm and consisting of approximately 250 acres including all buildings, and any other improvements and all rights which the Seller has in the property, subject to all rights to streets, roads, highways, driveways, easements, leases, and rights-of-way:
  - a. Tax Map(s) #268.-2-9; 268.-2-11; 268.-2-12; 268.-2-13
2. **PRICE: AMOUNT AND HOW IT WILL BE PAID:** The purchase price will be \_\_\_\_\_ dollars, and shall be paid all in cash or certified check at closing.
3. **DEPOSIT BY BUYER:** Buyer will deposit Thirty Thousand dollars (\$30,000) in total in the form of cash or check of the purchase price, to be deposited in the William Kent Inc. Broker Escrow account at M&T Bank, and which shall be applied to the purchase price. Purchaser agrees to pay the balance of the purchase price \_\_\_\_\_ plus or minus prorations, at the time of closing by certified check or wire transfer, at the option of the seller. The earnest money is to be held by the broker in a non-interest bearing account, for the mutual benefit of the parties hereto, and paid over and applied to the payment of the purchase price at closing or returned to Buyer if not accepted.
4. **TITLE DOCUMENTS:** Seller to furnish a Warranty deed, at Seller's expense, tax and title searches to time of transfer showing good, marketable title free of liens and encumbrances, except as above specified, and subject to pole and wire easements and restrictions running with the land common to the tract or subdivision. **OBJECTION TO TITLE:** If Purchaser raises a valid written objection to Seller's title which indicates that the title to the Property is unmarketable, Seller may cancel this Contract by giving prompt written notice of cancellation to Purchaser and Purchaser's Deposit shall be returned. However, if Seller is able to cure the title objection on or before the closing date, or if the title objection is insurable and Purchaser is willing to accept insurable title, then this Contract shall continue in force until the closing date, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the closing date, or if Purchaser is unwilling to accept insurable title, Purchaser may cancel this Contract by giving prompt written notice of cancellation to Seller. Taxes, interest, insurance, rents, and water to be adjusted to date of transfer. Uniform Purchaser's-Vendors Risk Act shall apply. No representation in made concerning possible contamination; chemical, natural, or otherwise, which may or may not be present on the property.
5. **CLOSING DATE AND PLACE:** The transfer of title to the property shall take place at the Chautauqua County Clerk's Office, on or about April 22, 2016
6. **BUYER'S POSSESSION OF PROPERTY:** Buyer shall be entitled to possession of the tillable portions of the Premises upon execution of this contract of Sale by Buyer and receipt by Broker of Buyer's earnest money deposit specified herein. Buyer agrees not to hold Seller responsible for any damages, loss, mishap, or occurrences of loss incurred by Buyer's failure to close this sale transaction. Buyer shall make available to Seller a Plan in letter form of his intentions regarding agricultural use of the land prior to closing. This plan shall be submitted for Seller's approval.
7. **FAILURE TO MAKE SETTLEMENT:** Should the buyer fail to make settlement as herein provided, the sum paid down as deposit on account of the purchase price, at the option of the seller, may be retained by the Seller, either on account of the purchase money, or as liquidated damages. In the latter event, this agreement shall become null and void.
8. **LOT DESCRIPTION-ADVERTISING:** Buyer acknowledges that lot sizes, acres of lots, and plan set forth in any circular and other advertising may not be accurate, and in signing this agreement Buyer relied on the description or plan set forth or referred to in this agreement.
9. **INSPECTION:** Buyer acknowledges that he has entered into this agreement as the result of an inspection of said premises made by him and that said premises is being purchased as the result of that inspection.
10. **AGREEMENT:** This agreement shall extend and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.



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11. **APPROVAL OF SELLER:** The buyer acknowledges that this agreement is subject to the approval of the Seller. Pending such approval Buyer shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by the Seller within 72 hours of the auction the deposit money paid on account hereof will be returned to Buyer, without interest, and this agreement shall become null and void.
12. **NOTICE:** It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This 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 be limited to, activities that cause noise, dust, and odors.
13. **ENTIRE DOCUMENT:** This contract (and other parts signed by Seller and Buyer), when completely filled out and when signed by both seller and buyer will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements will be binding on either Buyer or Seller unless they are written down and signed by both Buyer and Seller.
14. **WELL & SEPTIC:** Seller to pay for Chautauqua County Health Department well and septic test. Seller does not warrant the condition of the well or septic. Buyer to be responsible for any repairs, alterations or any other actions required by the Chautauqua County Health Department.

Dated \_\_\_\_\_

Buyer \_\_\_\_\_

Witness \_\_\_\_\_

Buyer \_\_\_\_\_

**ACCEPTANCE OF OFFER BY SELLER:** Seller certifies that he-she own the property and have the power to sell the property. Seller accepts the offer and agrees to sell on the terms and conditions set forth in all parts of this purchase contract.

Dated \_\_\_\_\_

Seller \_\_\_\_\_

Witness \_\_\_\_\_

Seller \_\_\_\_\_

