

25 Acres of Mostly Wooded Land

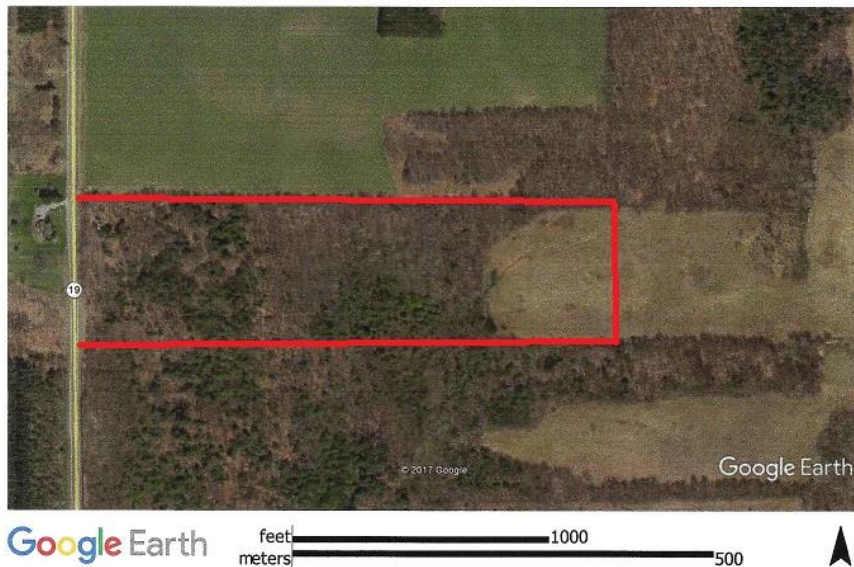
Rt. 19 Gainesville, NY ONLINE ONLY REAL ESTATE AUCTION

Part of Tax Parcel 145.-1-9
Surveyed and Staked!

Bidding opens Aug. 24th at 2pm. and closes Aug 31st at 2pm!
Inspection: Aug. 22 at 2pm or by appointment

Mostly Wooded land with Excellent Hunting with Building Sites

TERMS: 10% Buyer's Premium. See complete terms in this packet!
Register and bid at www.williamkentinc.com



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School District: Letchworth

Assessment: TBD

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 On Line Auction to end on Tuesday, Aug. 31, 2017, in Gainesville, 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 Wyoming County, Town of Gainesville, 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.

CONDUCT OF THE AUCTION: Register to bid at our website www.williamkentinc.com. Online bidding will begin one week prior to the auction. The auction ends when the highest bid is recognized by the auctioneer. Bid increments and bidding methodology are subject to change at the sole discretion of auctioneer.

TERMS OF SALE FOR REAL ESTATE: Winning bidders will pay an earnest money deposit of \$5,000. Upon conclusion of the bidding, Buyer will sign the Auction Purchase and Sale Agreement ("PSA"), and must submit earnest money deposit in the form of a wire transfer, cash or an acceptable check to William Kent Inc. The earnest money deposit is non-refundable.



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NOTICE TO ALL BIDDERS

1. The **TERMS OF THE SALE** are all cash at time of Closing. 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. 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.
3. **DEPOSIT AMOUNTS: \$5,000**
4. The property sells in "AS IS" condition without exceptions. Compliance with any government regulations, including but not limited to septic system and wells, 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.
5. Seller will convey to buyer the premises by Good and Sufficient Deed.
6. Property sells as per instrument survey.
7. Any personal property remaining on the premises at the time of closing becomes the property of the buyer.
8. 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 with their offer or they must elect to waive Attorney approval.
9. 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's approval.



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NOTICE TO ALL BROKERS

BROKER PARTICIPATION INVITED: Unless noted otherwise in property listing or herein, a broker commission of two (2%) of the Winning Bid will be paid on real estate. A commission will only be paid to the properly licensed broker whose prospect purchases and closes on the real estate. To qualify for a commission, the Broker must register by mail, email, fax or hand delivery using the Broker Registration/Opening Bid form below. The registration form must be signed by the prospect and the Broker, and must be received at the office of William Kent Inc. no later than 5:00 PM two (2) days prior to the bid deadline via fax or mail. In no case will a broker registration be accepted after a bidder has registered. Commissions to be paid only upon closing. A Broker cannot act as a principal and a broker on the same transaction.

Broker Registration

Address: _____

Date of Auction: _____

1. William Kent Inc. will cooperate with all Brokers/sales persons. They must register their clients (with clients approval) prior to viewing the property.
2. Commission to co-operating Brokers is 2% of the High Bid, unless otherwise specified. (2% is calculated on High Bid value – NOT the total sale price.)
3. William Kent Inc. and all their agents and employees are an agent for the seller.

Please Print

4. Broker/Salesperson: _____

Company Name: _____

Address: _____

Phone Number: _____

5. Clients/Buyer Name (Print) _____

6. Clients/Buyer Signature _____

(A) Upon signing this registration form the Broker/Salesperson acknowledges that they have received permission to register the above named as their client/buyer.

(B) Broker/Salesperson declares that they are acting as an agent for the (please initial)

_____ Buyer/Tenant

_____ Seller/Landlord

***If you are acting as an agent for the Buyer, you MUST attend the open house with your customer.**

BROKER/SALESPERSON SIGNATURE _____ PUBLIC ID _____



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THIS AGREEMENT, made under the date of August 31, 2017 states, that SELLER, Michael Roche, agrees to sell, and _____, BUYERS agree to buy the following Real Estate (Hereinafter referred to as "Property").

1. PROPERTY DESCRIPTION: Property located in the Town of Gainesville, County of Wyoming State of New York, known as wooded and open land and consisting of approximately 25 acres including 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:

Tax Map(s) 149.-1-9(part of) as per instrument survey

2. PRICE: AMOUNT AND HOW IT WILL BE PAID: The purchase price including the buyer's premium will be _____ dollars, and shall be paid all in cash or certified check at closing.

3. DEPOSIT BY BUYER: Buyer deposit \$5000.00, 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 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 good and sufficient 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. 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 Wyoming County Clerk's Office on or before the 1st day of Oct, 2017.

6. BUYER'S POSSESSION OF PROPERTY: Buyer shall be entitled to possession at closing.

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.

11. APPROVAL OF SELLER: The buyer acknowledges that this agreement is subject to the approval of 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 Sellers, 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.



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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.

Dated _____ Buyer _____
Witness _____ Buyer _____

21. 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 _____

Buyer _____	Seller Michael Roche _____
Street _____	Street _____
City/Town _____	City/Town _____
Telephone _____	Telephone _____
Attorney _____	Attorney Richardson & Pullen, PC Attention Tony George _____
Street _____	Street 21 Minard St. _____
City/Town _____	City/Town Fillmore, NY 14735 _____
Telephone _____	Telephone 585 567 2222 _____

