

BYRON LOT

ONLINE ONLY REAL ESTATE AUCTION

Tax Parcel 10.-1-27.12

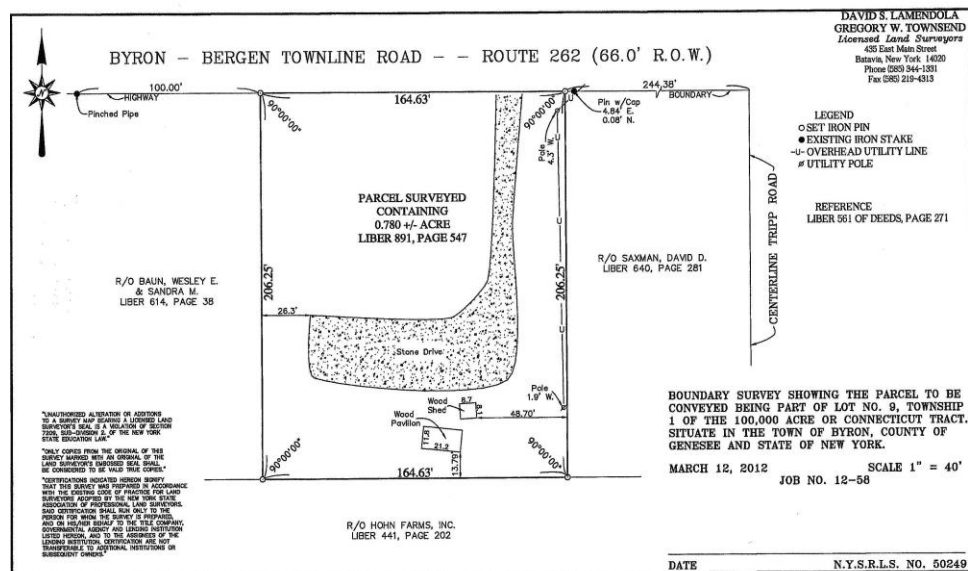
Bidding opens May 18th at Noon and closes May 25th at Noon!
6896 Rt. 262, Byron, NY

164' x 206', .78 acres approved building lot with municipal water!

TERMS: Property sells absolute over \$1,000. 10% Buyer's Premium.

See complete terms in this packet!

Register and bid at www.williamkentinc.com



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Genesee County Web Mapping

<http://www.arcgis.com/apps/webappviewer/index.html?id=0600d51c145b44c1b13dfb77306...>

Genesee County Web Mapping

[PHD]



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5/5/17, 8:05 AM



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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. Property sells Absolute over \$1,000.
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 AMOUNTS: \$1,000**
5. 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.
6. Seller will convey to buyer the premises by Good and Sufficient Deed.
7. Parcels sell as per instrument survey dated March 12, 2012.
8. Any personal property remaining on the premises at the time of closing becomes the property of the buyer.
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 with their offer or they must elect to waive Attorney approval.

By signing this verification, I/We, _____
Buyer, acknowledge that either my/our attorney approved the purchaser offer or I/We waive our attorney's approval and that I/WE agree to the terms of the sale.



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THIS AGREEMENT, made under the date of _____ states, that SELLER, John Sackett, 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 Byron, County of Genesee State of New York, known as: Building Lot and consisting of .78 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:
Tax Map(s) #10.-1-27.12

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 \$1000.00, 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 Genesee County Clerk's Office on or before the 1st day of July, 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 John Sackett _____ |
| Street _____ | Street 6548 Townline Rd. _____ |
| City/Town _____ | City/Town Byron, NY 14422 _____ |
| Telephone _____ | Telephone _____ |
| Attorney _____ | Attorney Theron Howard _____ |
| Street _____ | Street _____ |
| City/Town _____ | City/Town Lerov, NY _____ |
| Telephone _____ | Telephone 768-8181 _____ |

