

Seewaldt Brothers Farm

Real Estate Bid Packet

Potter Rd. and Royce Rd. Varysburg, New York

Open House November 14, 3:00 P.M. or by Appointment



Bids due by November 29th, 2016. Sellers reserve one week to act on bids.

Bids must be entered on individual parcels or combination by farm only!

Parcels are subject to Wethersfield Separation Approval!



PO Box 58

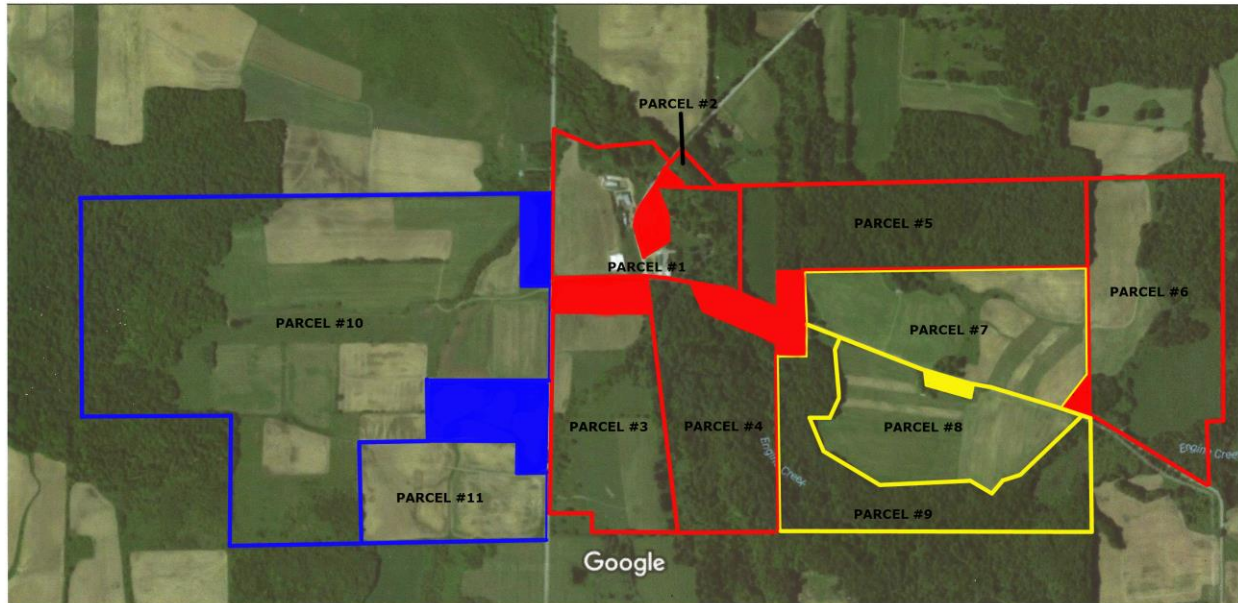
Stafford, NY 14143

585-343-5449

www.williamkentinc.com

Seewaldt Brothers Farm

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 500 ft

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 200 ft

RED OUTLINE: Home Farm-Parcels 1-6 & 12
YELLOW OUTLINE: Waterrose Farm-Parcels 7, 8, & 9
BLUE OUTLINE: West Farm-Parcels 11 & 12



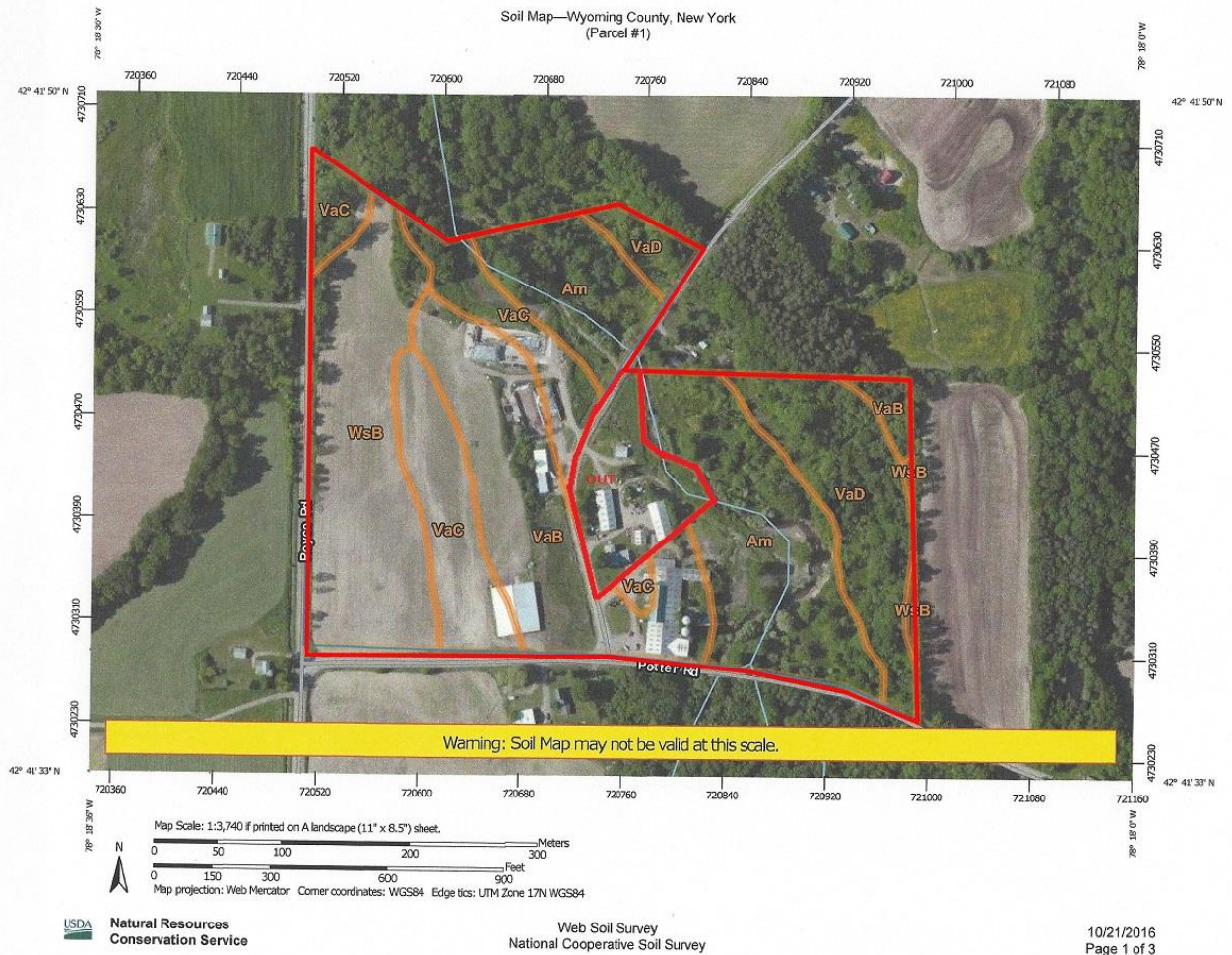
Seewaldt Brothers Farm

HOME FARM:

Parcel #1: Towns of Orangeville tax parcel #105.-3-2 & portion of Wethersfield tax parcel #105.-4-1.1. Approximately 32 acres with 10 acres of tillable ground. Includes former dairy barn, 100'x110' heifer and dry cow barn, commodity barn and bunk silos. *\$35,000 deposit*



Seewaldt Brothers Farm



Soil Map of Parcel #1-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #1

Map Unit Legend

Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	8.7	26.5%
VaB	Varysburg gravelly loam, 2 to 8 percent slopes	6.8	20.7%
VaC	Varysburg gravelly loam, 8 to 15 percent slopes	5.5	16.8%
VaD	Varysburg gravelly loam, 15 to 25 percent slopes	4.8	14.6%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	7.0	21.4%
Totals for Area of Interest		32.8	100.0%

Soil Table for Parcel #1-For reference only!



Seewaldt Brothers Farm

Parcel #2: Town of Orangeville tax parcel #105.-3-4. Approximately 2.6 wooded acres on the south east side of Hollow Road. 223' of frontage. **\$5,000 deposit.**



Soil Map of Parcel #2-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #2

Map Unit Legend

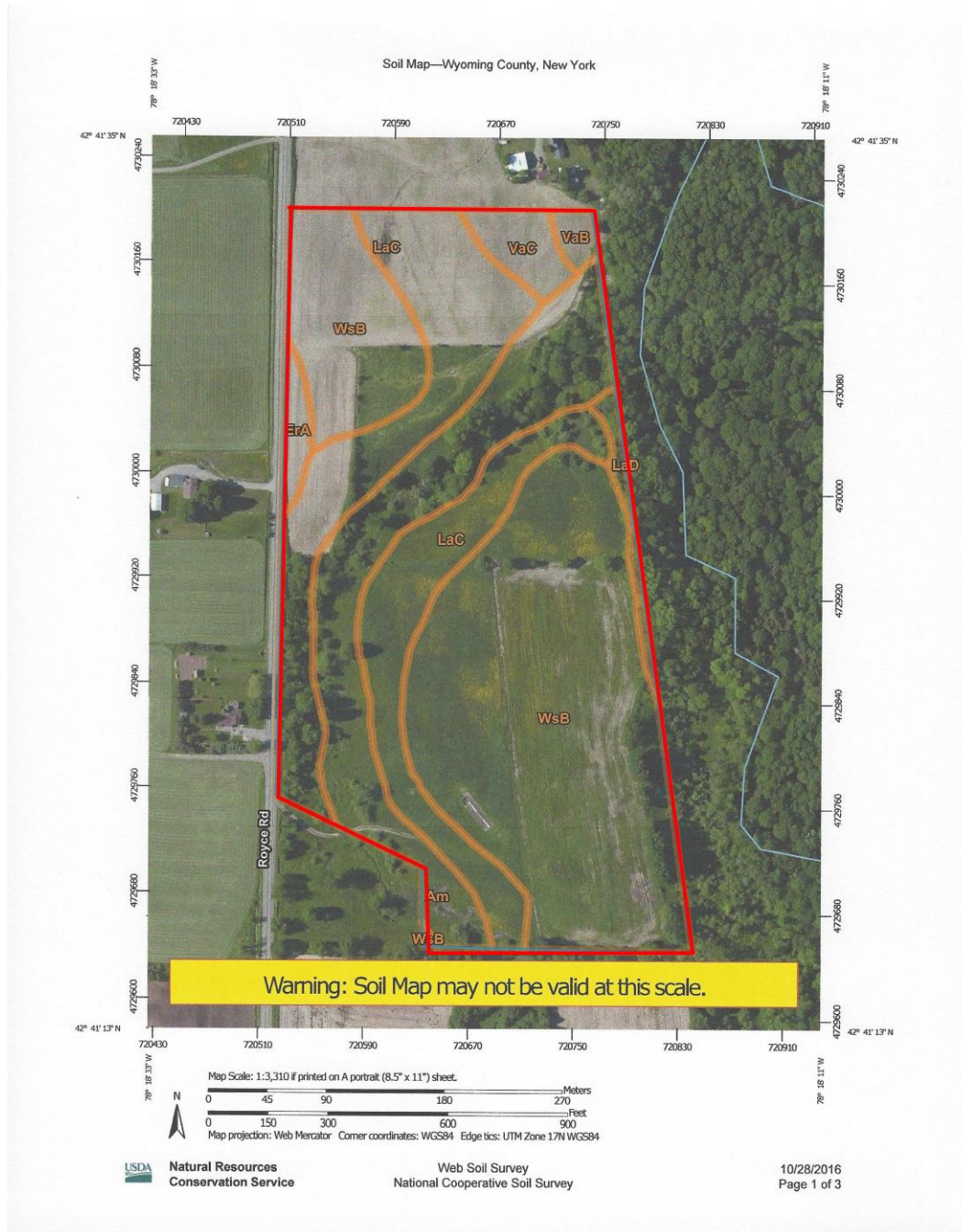
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
VaB	Varysburg gravelly loam, 2 to 8 percent slopes	1.1	56.7%
VaD	Varysburg gravelly loam, 15 to 25 percent slopes	0.8	43.3%
Totals for Area of Interest		1.9	100.0%

Soil Table for Parcel #2-For reference only!



Seewaldt Brothers Farm

Parcel #3: Portion of Wethersfield tax parcels #105.-4-1.1 and #105.-4-4.1. Approximately 38 acres of tillable and open land. Frontage on Royce Road. **\$10,000 deposit.**



Soil Map of Parcel #3-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Map Unit Legend

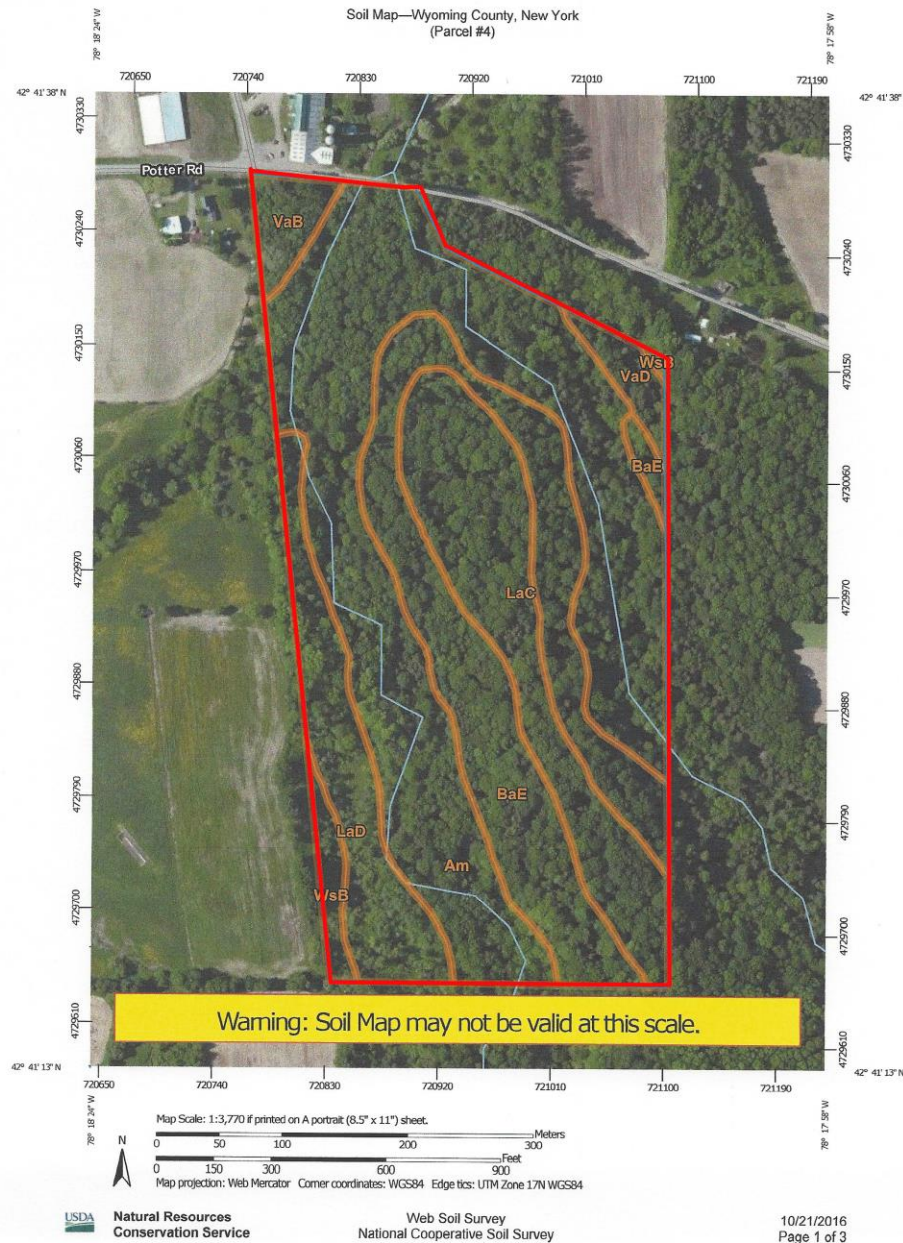
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	6.6	18.3%
ErA	Erie silt loam, 0 to 3 percent slopes	0.5	1.4%
LaC	Langford channery silt loam, 8 to 15 percent slopes	9.9	27.7%
LaD	Langford channery silt loam, 15 to 25 percent slopes	0.4	1.3%
VaB	Varysburg gravelly loam, 2 to 8 percent slopes	0.3	0.8%
VaC	Varysburg gravelly loam, 8 to 15 percent slopes	0.9	2.4%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	17.3	48.1%
Totals for Area of Interest		35.8	100.0%

Soil Table for Parcel #3-For reference only!



Seewaldt Brothers Farm

Parcel #4: Portion of Wethersfield tax parcels #105.-4-3, #105.-4-1.2 and #105.-4-4.1. Approximately 43 acres of wooded land. Frontage on Potter Road. **\$15,000 deposit.**



Soil Map of Parcel #4-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #4

Map Unit Legend

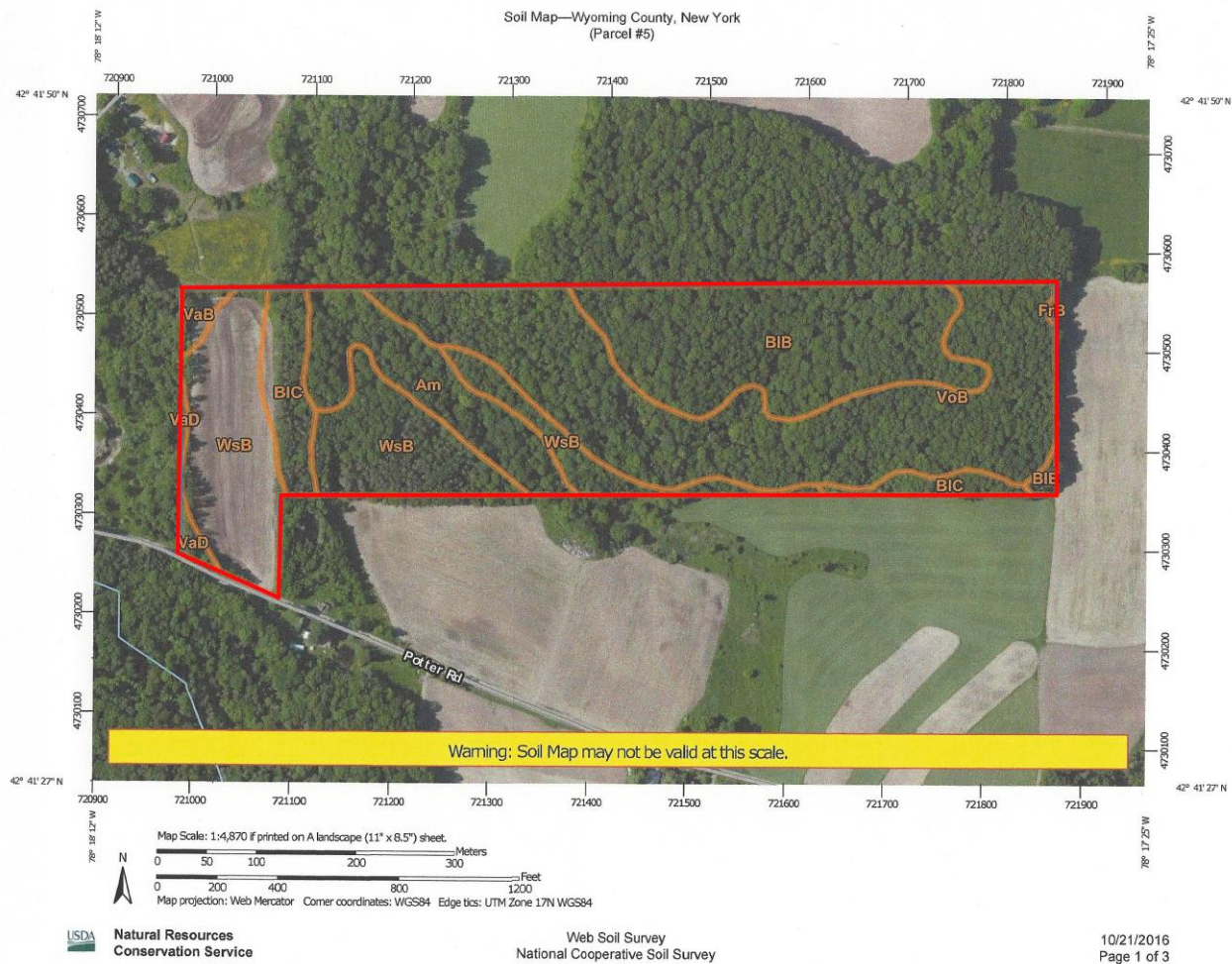
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	18.7	43.6%
BaE	Bath channery silt loam, 25 to 40 percent slopes	10.6	24.5%
LaC	Langford channery silt loam, 8 to 15 percent slopes	6.8	15.9%
LaD	Langford channery silt loam, 15 to 25 percent slopes	4.3	9.9%
VaB	Varysburg gravelly loam, 2 to 8 percent slopes	1.0	2.4%
VaD	Varysburg gravelly loam, 15 to 25 percent slopes	0.8	1.9%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	0.8	1.8%
Totals for Area of Interest		43.0	100.0%

Soil Table for Parcel #4-For reference only!



Seewaldt Brothers Farm

Parcel #5: Portion of Wethersfield tax parcel #105.-4-1.1 and #106.-2-5. Approximately 48 acres of mostly wooded land with a 6 acre field of tillable land. Located on the north side of Potter Road Parcel. **\$15,000 deposit.**



Soil map of Parcel #5-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #5

Map Unit Legend

Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	4.7	9.9%
BIB	Bath-Valois complex, 3 to 8 percent slopes	10.6	22.1%
BIC	Bath-Valois complex, 8 to 15 percent slopes	2.9	6.1%
FrB	Fremont silt loam, 3 to 8 percent slopes	0.0	0.1%
VaB	Varysburg gravelly loam, 2 to 8 percent slopes	0.5	1.0%
VaD	Varysburg gravelly loam, 15 to 25 percent slopes	0.3	0.7%
VoB	Volusia channery silt loam, 3 to 8 percent slopes	17.0	35.5%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	11.8	24.7%
Totals for Area of Interest		47.9	100.0%

Soil Table for Parcel #5-For reference only!



Seewaldt Brothers Farm

Parcel #6: Portion of Wethersfield tax parcel #106.-2-5. Approximately 55 acres of tillable and wooded land with approximately 28 acres tillable. Located on the North side of Potter Road. **\$15,000 deposit.**



Soil Map for Parcel #6-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #6

Map Unit Legend

Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	2.7	4.9%
BIB	Bath-Valois complex, 3 to 8 percent slopes	8.8	16.0%
BIC	Bath-Valois complex, 8 to 15 percent slopes	1.1	2.1%
CIC	Chenango gravelly loam, 8 to 15 percent slopes	5.5	10.0%
CoB	Collamer silt loam, 3 to 8 percent slopes	1.8	3.3%
Ee	Chippewa silt loam, 0 to 3 percent slopes	0.8	1.4%
FrB	Fremont silt loam, 3 to 8 percent slopes	3.1	5.6%
VoA	Volusia channery silt loam, 0 to 3 percent slopes	20.1	36.7%
VoB	Volusia channery silt loam, 3 to 8 percent slopes	1.2	2.1%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	9.8	17.9%
Totals for Area of Interest		54.9	100.0%

Soil Table for Parcel #6-For reference only!



Seewaldt Brothers Farm

Parcel #7: Portion of Wethersfield tax parcel #106.-2-3. Approximately 44 acres with 28 acres tillable. Located on the north side of Potter Road. **\$15,000 deposit.**



Soil Map of Parcel #7-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Map Unit Legend

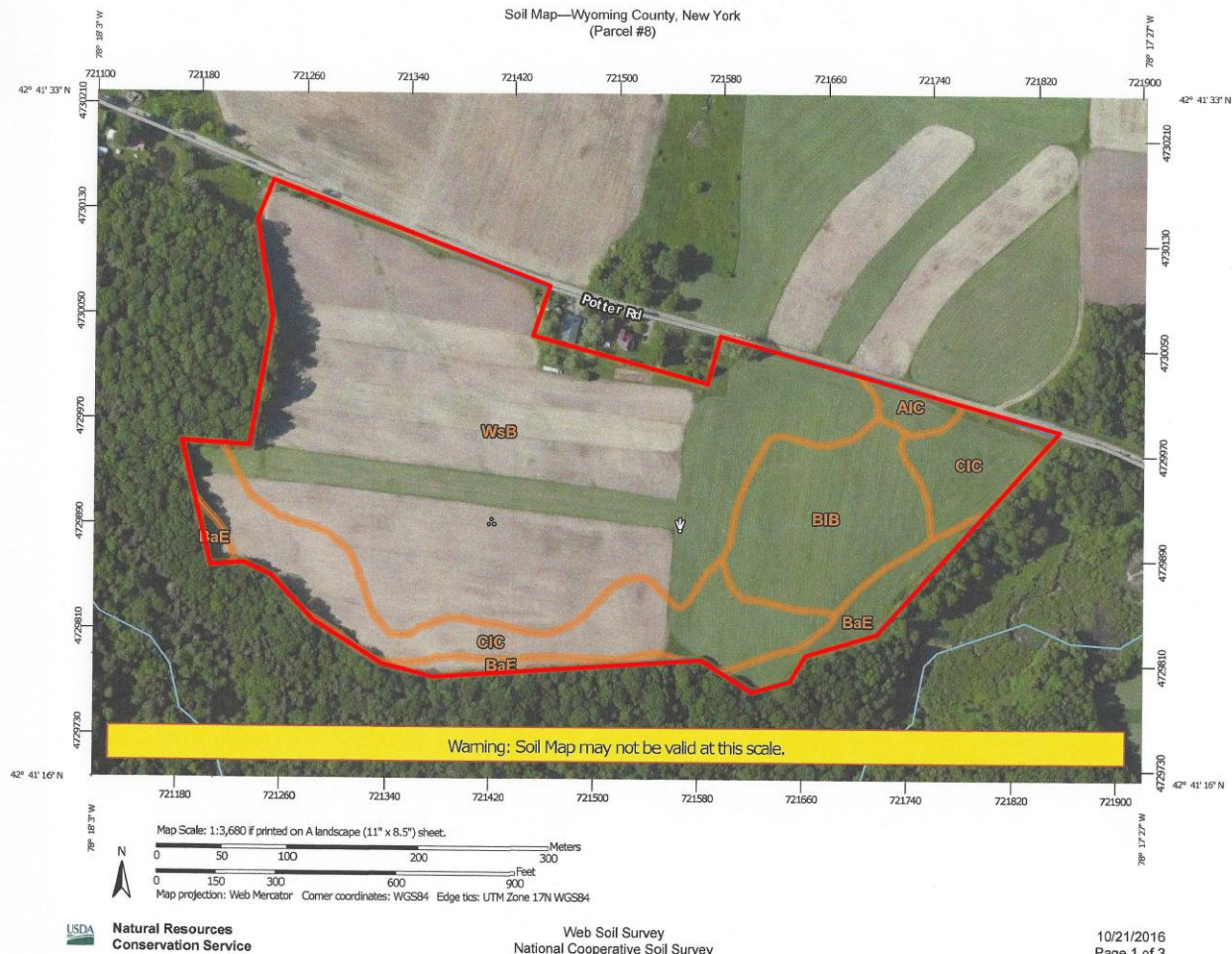
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AIC	Allard silt loam, 8 to 15 percent slopes	3.2	7.3%
Am	Alluvial land	0.8	1.7%
BIB	Bath-Valois complex, 3 to 8 percent slopes	0.3	0.6%
BIC	Bath-Valois complex, 8 to 15 percent slopes	4.9	11.0%
CIC	Chenango gravelly loam, 8 to 15 percent slopes	3.3	7.5%
VoA	Volusia channery silt loam, 0 to 3 percent slopes	0.7	1.6%
VoB	Volusia channery silt loam, 3 to 8 percent slopes	0.0	0.0%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	31.1	70.3%
Totals for Area of Interest		44.2	100.0%

Soil Table for Parcel #7-For reference only!



Seewaldt Brothers Farm

Parcel #8: Portion of Wethersfield tax parcel #106.-2-3. Approximately 36 acres of tillable land. Located on the South side of Potter Road. **\$15,000 deposit.**



Soil Map of Parcel #8-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #8

Map Unit Legend

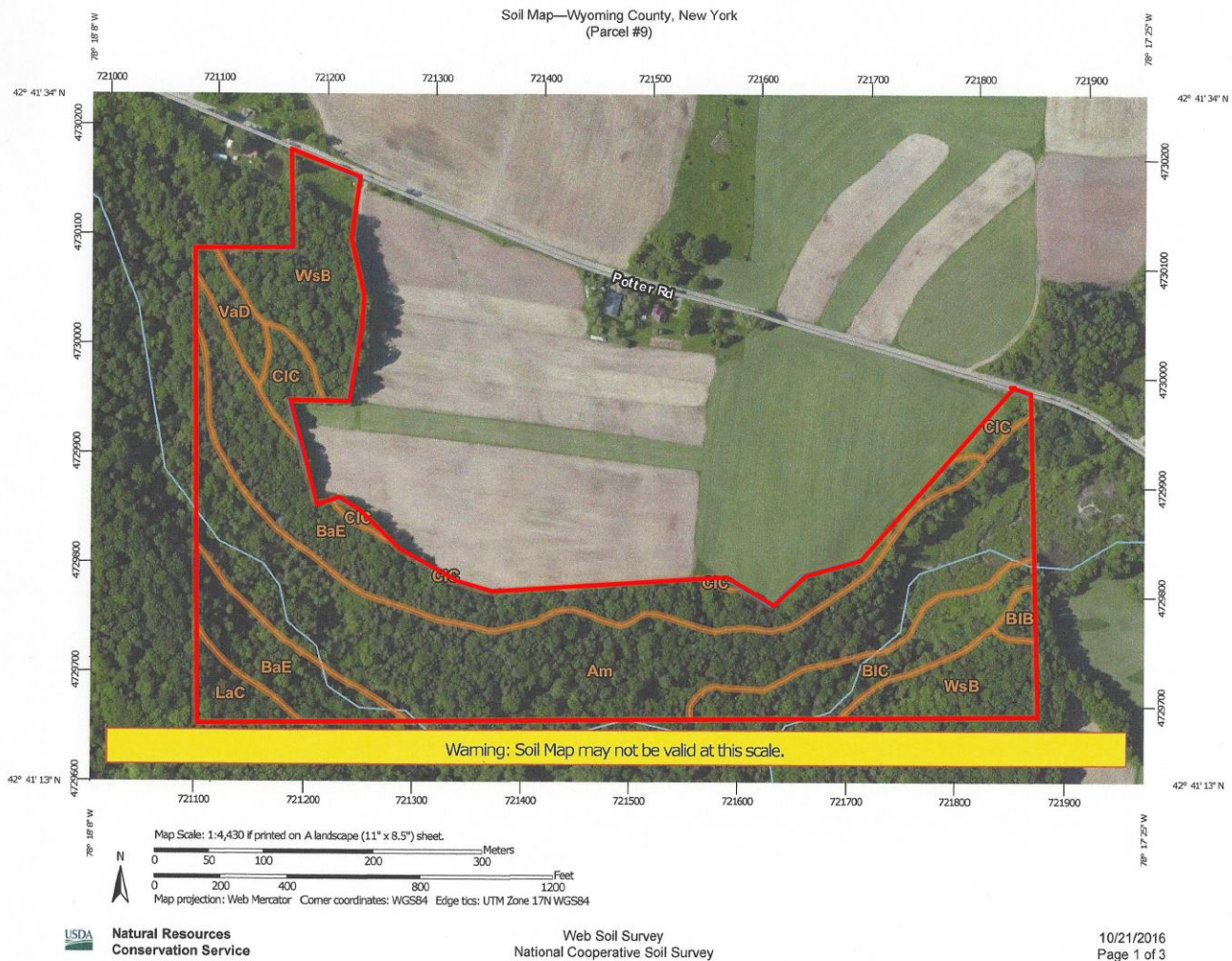
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AIC	Allard silt loam, 8 to 15 percent slopes	0.5	1.3%
BaE	Bath channery silt loam, 25 to 40 percent slopes	1.8	4.9%
BIB	Bath-Valois complex, 3 to 8 percent slopes	4.1	11.3%
CIC	Chenango gravelly loam, 8 to 15 percent slopes	6.8	18.8%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	23.1	63.8%
Totals for Area of Interest		36.2	100.0%

Soil Table for Parcel #8-For reference only!



Seewaldt Brothers Farm

Parcel #9: Portion of Wethersfield tax parcel #106.-2-3. Approximately 36 acres of wooded ground. Frontage on the south side of Potter Road. **\$10,000 deposit.**



Soil Map of Parcel #9-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #9

Map Unit Legend

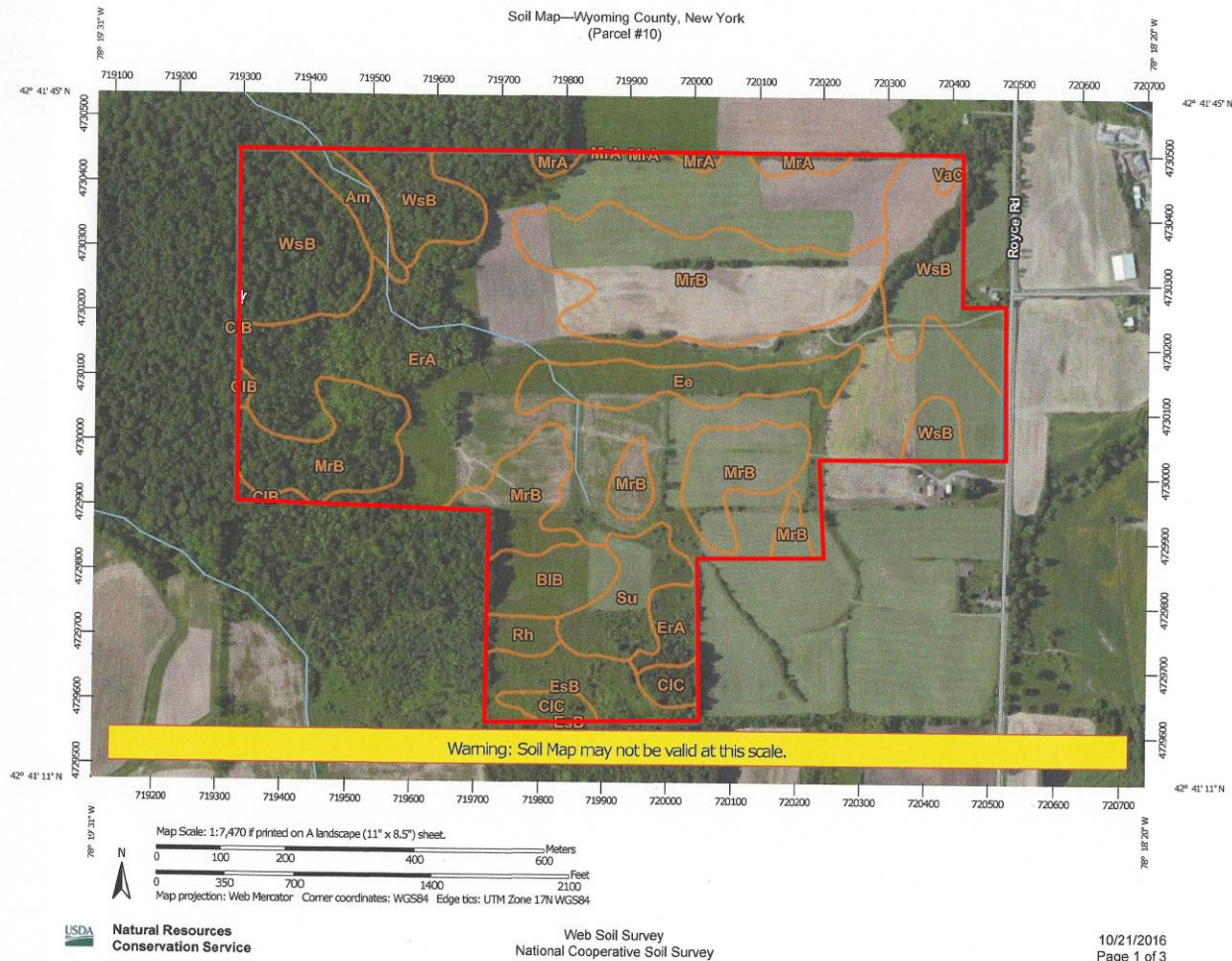
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	17.1	42.9%
BaE	Bath channery silt loam, 25 to 40 percent slopes	10.3	25.8%
BIB	Bath-Valois complex, 3 to 8 percent slopes	0.3	0.7%
BIC	Bath-Valois complex, 8 to 15 percent slopes	3.1	7.7%
CIC	Chenango gravelly loam, 8 to 15 percent slopes	1.3	3.4%
LaC	Langford channery silt loam, 8 to 15 percent slopes	1.0	2.5%
VaD	Varysburg gravelly loam, 15 to 25 percent slopes	0.9	2.1%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	6.0	14.9%
Totals for Area of Interest		39.9	100.0%

Soil Table for Parcel #9-For reference only!



Seewaldt Brothers Farm

Parcel #10: Portion of Java tax parcel #105.-2-12. Approximately 183 acres of wooded, pasture, and tillable land. Approximately 90 acres of tillable ground. Located on the west side of Royce Road. **\$30,000 deposit.**



Soil Map of Parcel #10-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #10

Map Unit Legend

Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Alluvial land	2.6	1.4%
BIB	Bath-Valois complex, 3 to 8 percent slopes	4.7	2.6%
ClB	Chenango gravelly loam, 3 to 8 percent slopes	0.8	0.5%
CIC	Chenango gravelly loam, 8 to 15 percent slopes	2.7	1.5%
Ee	Chippewa silt loam, 0 to 3 percent slopes	7.5	4.1%
ErA	Erie silt loam, 0 to 3 percent slopes	80.3	43.9%
EsB	Erie channery silt loam, 3 to 8 percent slopes	5.6	3.1%
MrA	Mardin channery silt loam, 0 to 3 percent slopes	1.8	1.0%
MrB	Mardin channery silt loam, 3 to 8 percent slopes	41.8	22.8%
Rh	Red Hook gravelly loam	1.6	0.8%
Su	Sun silt loam	5.5	3.0%
VaC	Varysburg gravelly loam, 8 to 15 percent slopes	0.4	0.2%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	27.6	15.1%
Totals for Area of Interest		182.9	100.0%

Soil Table for Parcel #10-For reference only!



Seewaldt Brothers Farm

Parcel #11: Java tax parcel #105.-2-14.1. Approximately 26.97 acres of nearly all tillable ground. Located on the west side of Royce Road. **\$10,000 deposit**



Soil Map of Parcel #11-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #11

Map Unit Legend

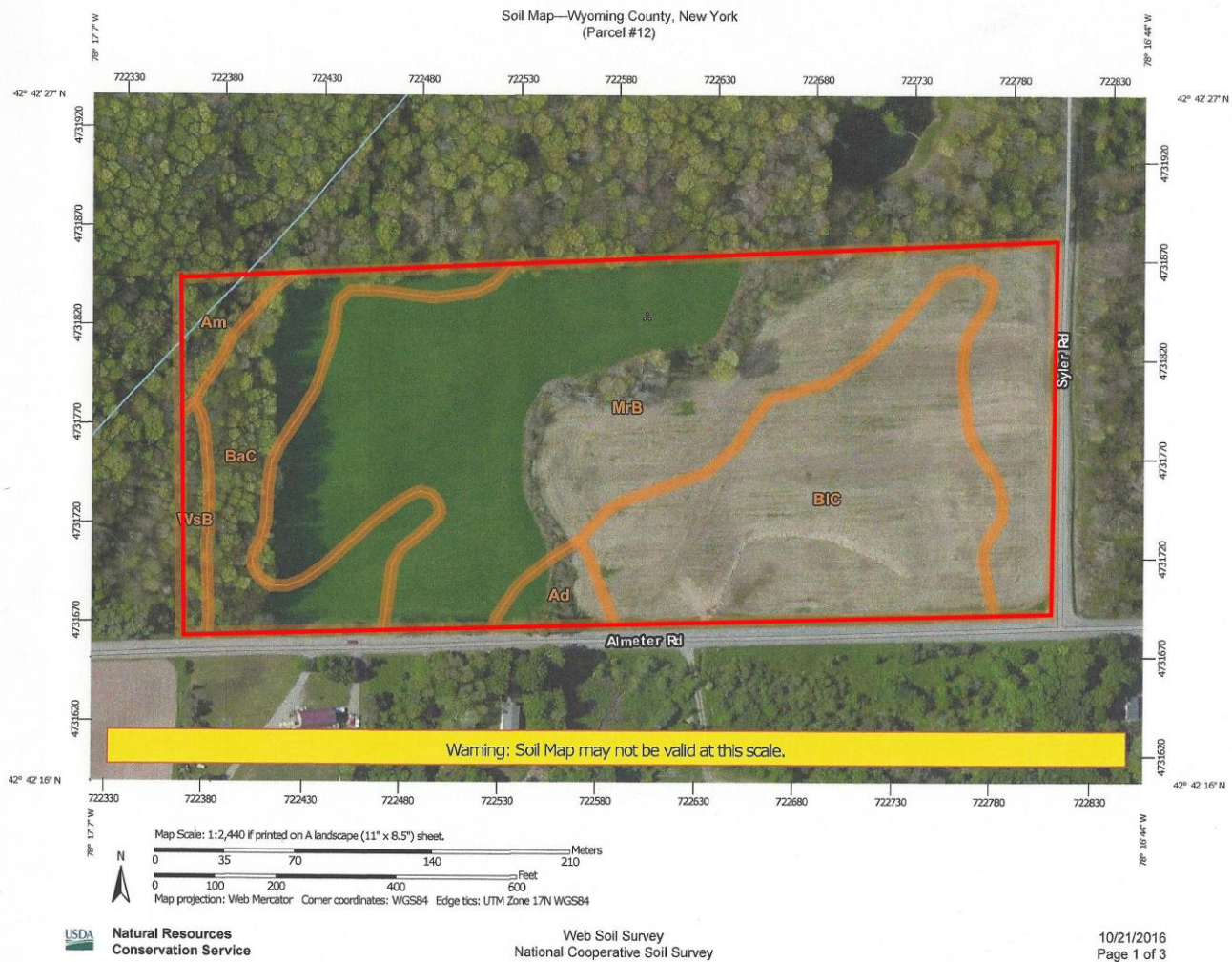
Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CIC	Chenango gravelly loam, 8 to 15 percent slopes	1.1	4.1%
ErA	Erie silt loam, 0 to 3 percent slopes	18.6	67.8%
EsB	Erie channery silt loam, 3 to 8 percent slopes	2.4	8.7%
LaB	Langford channery silt loam, 3 to 8 percent slopes	1.7	6.3%
LaC	Langford channery silt loam, 8 to 15 percent slopes	0.1	0.2%
MrB	Mardin channery silt loam, 3 to 8 percent slopes	1.6	5.9%
Wsb	Williamson channery silt loam, 3 to 8 percent slopes	1.9	6.9%
Totals for Area of Interest		27.4	100.0%

Soil Table of Parcel #11-For reference only!



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Parcel #12: Orangeville tax parcel #94.-1-11.11. Approximately 18.66 acres of tillable and wooded ground. Approximately 16.5 acres of tillable land. Located on the corner of Almeter Road and Syler Road. **\$10,000 deposit.**



Soil Map of Parcel #12-For reference only!



Seewaldt Brothers Farm

Soil Map—Wyoming County, New York

Parcel #12

Map Unit Legend

Wyoming County, New York (NY121)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ad	Alden mucky silt loam	0.4	2.0%
Am	Alluvial land	0.5	2.3%
BaC	Bath channery silt loam, 8 to 15 percent slopes	2.6	13.0%
BIC	Bath-Valois complex, 8 to 15 percent slopes	5.4	26.9%
MrB	Mardin channery silt loam, 3 to 8 percent slopes	10.9	53.9%
WsB	Williamson channery silt loam, 3 to 8 percent slopes	0.4	1.9%
Totals for Area of Interest		20.2	100.0%

Soil Table for Parcel #12-For reference only!



Seewaldt Brothers Farm

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. Parcels sell subject to confirmation.
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:**

Parcel #1: \$30,000	Parcel #2: \$5,000	Parcel #3: \$10,000
Parcel #4: \$15,000	Parcel #5: \$15,000	Parcel #6: \$15,000
Parcel #7: \$15,000	Parcel #8: \$15,000	Parcel #9: \$10,000
Parcel #10: \$30,000	Parcel #11: \$10,000	Parcel #12: \$10,000
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 Warranty Deed.
7. Parcels #2, #11 & #12 sell as per deed description. If the buyer desires a survey on parcels #2, #11 or #12, it will be provided at the sole expense of the buyer. Parcels #1, and #3-#10 sell as per survey and are subject to approval by their respective towns.
8. Any personal property remaining on the premises at the time of closing becomes the property of the buyer.
9. Joseph P. Seewaldt and Christopher J. Seewaldt shall have use of the well located on Parcel #1 at the cost of \$100.00 per year for each year it is actually used, but not to exceed two (2) years from the date of closing.
10. Parcel #1 shall be sold with the right to use the existing farm drive for ingress and egress to the dairy barn on Hollow Road.
11. Purchaser of Parcel #6 shall have the right to use the existing farm drive from Potter Road to Parcel #6 for a term of two (2) years from the date of closing.
12. Parcel #6 is subject to a logging contract due to expire on March 1, 2017, allowing the clear-cutting of the woods located on Parcel #6 and access to said woods.
13. Parcel #10 is subject to a logging contract due to expire on March 1, 2017, allowing the clear-cutting of the woods located on Parcel #10 and access to said woods. Charles J. Seewaldt and his family shall have the right to remove the tops of the harvested trees (for firewood) along the pasture or the existing driveway until January 1, 2018.
14. 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.

BID PRICE

6% buyers premium

Total sale price

By signing this verification, I/We, _____

Buyer, agree and acknowledge 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.



Seewaldt Brothers Farm

DATE: _____

BUYER, _____, agrees to buy the following Real Estate (Hereinafter referred to as "Property").

1. **PROPERTY DESCRIPTION:** Property located in the Town of _____, County of Wyoming, State of New York, known as: _____ and consisting of approximately _____ 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) # _____
 - b. Property sells as per _____.
 - c. The Property, including all improvements, fixtures, appliances, etc, is sold "AS IS" without exception. Seller makes no warranties, expressed or implied, regarding the same.
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, upon acceptance, _____ 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 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 Wyoming County Clerk's Office on or before the 20th day of January, 2017.
6. **BUYER'S POSSESSION OF PROPERTY:** Possession shall be given at the time of 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.



Seewaldt Brothers Farm

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.
13. **LIFE OF OFFER:** This offer may be accepted by Seller at any time up to Tuesday, December 6th, 2016 at 5pm.
14. **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.
15. **ATTORNEY APPROVAL:** This contract has been approved by the Seller's attorney. Buyer's attorney must approve the contract prior to submission to the Seller.

Dated _____

Buyer _____

Witness _____

Buyer _____

Dated _____

Attorney _____

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 _____

Street _____

City/Town _____

Telephone _____

Attorney _____

Street _____

City/Town _____

Telephone _____

Seller _____

Street _____

City/Town _____

Telephone _____

Attorney _____

Street _____

City/Town _____

Telephone _____

