

# Zehr Farms

## Real Estate Bid Packet

Jacques Road, Newfane New York  
Property inspection by appointment only!

*Bids on Real Estate due by March 1st, 2017*

**Offering: 307+ acres of land in Newfane, Niagara County, New York**

Highly productive farm featuring Galen, Phelps, Hamlin & Collamer soils.

Includes farm house, large machinery storage barn, farm market, packing & cold storage and shop. East boundary is Eighteen Mile Creek!

### **ALSO SELLING on Friday March 10, 2017 at 10AM:**

**SELLING:** *Tractors:* Case IH 9250; Ford 846 Versatile; Allis Chalmers 7580; New Holland 8010; Case IH 1394, MFWD; Case IH 1394; John Deere 7410, MFWD; John Deere 2955, MFWD; John Deere 2755, MFWD; John Deere 2750, MFWD; John Deere 5520; John Deere 5325; John Deere 5220; John Deere 2240; New Holland TD95D, MFWD; New Holland 3010; Kubota M7950DT, MFWD; *Heavy Equipment:* CAT D3 dozer; Ford 4500 backhoe; *Lifts:* Mitsubishi lp tow motor; Hyster diesel tow motor; Toyota lp tow motor w/ rotator; Hyster lp tow motor; Hyster electric tow motor; Yale electric pallet jack; Big Joe electric pallet jack; *Tillage:* Patriot II sprayer; Trident 3300NT sprayer; AMCO F-15B disc, 18'; Case IH 496 disc; Krause 4800 Landsaver; Glenco soil finisher; Case IH 28' field cultivator; Sunflower crumbler; Brillion 24' cultipacker; Ford 152 6btm plow; John Deere 6 row cultivators; Brillion 4 row cultivator; 3pt 3 row cultivator; Rock-o-matic rock picker; 6 row sprayer; John Deere 2 row planter; MaterMacc 4 row vacuum planter; 6 row 36" transplanter; 3 row transplanter; plastic layer; Stoltzfus fertilizer spreader; 3pt fertilizer spreader; *Harvest:* Oxbo Pixall BH100 bean harvester; (9) flat wagons; 250+ boxes; 3pt field conveyors; *Irrigation:* 980' & 1100' 3" reels; quantity of 4" irrigation pipe; Caprari pto pump; Gorman Rupp pto pump; Hale irrigation pump w/ JD engine; *Greenhouses:* 40'x96' greenhouse w/ motorized roof vents; 100' & 148' hoop houses; *Misc:* 9' offset mower; 3pt cement mixer; ditcher; NH tandem spreader; 3pt back blade; quantity of hand tools and much more! **PLUS:** Packing and grading lines and equipment! WATCH FOR MORE DETAILS!

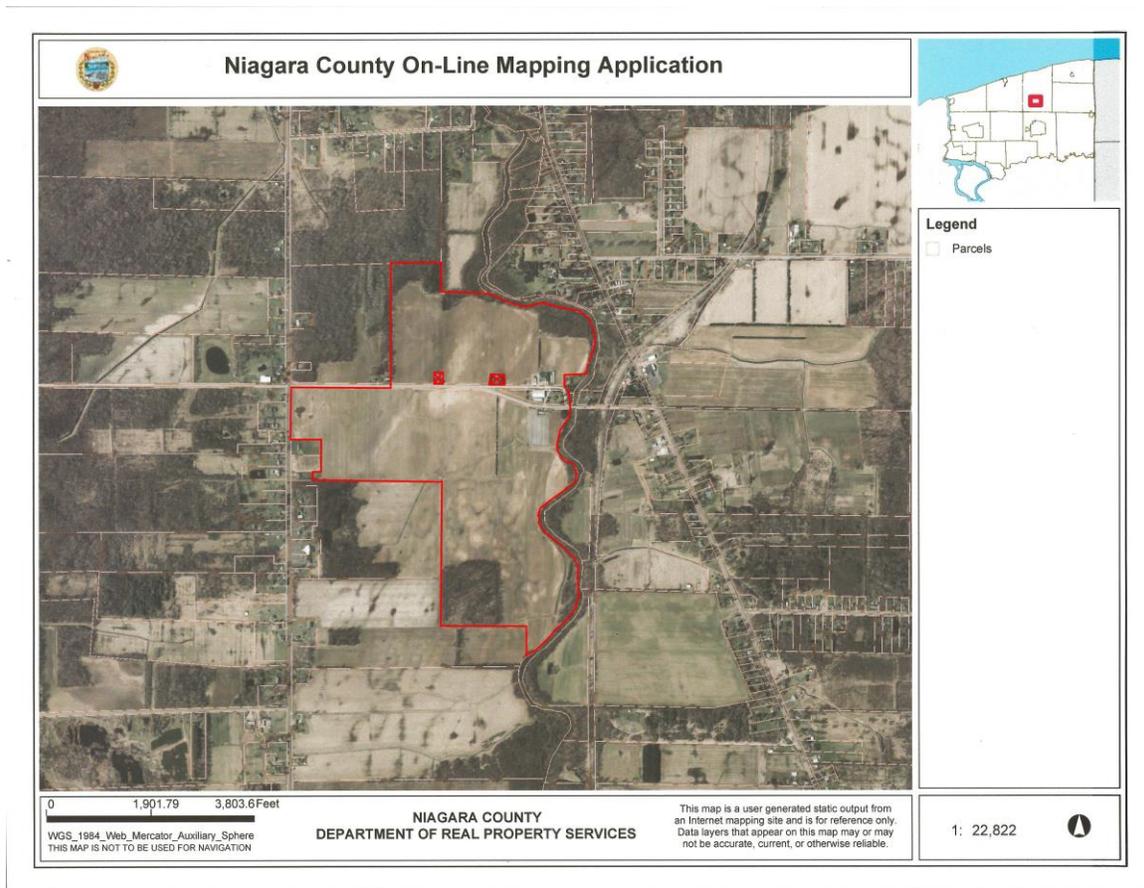


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## Home Farm

243.398 acres. Tax parcel #67.-1-1.11 excepting the house located at 6139 Jacques Road and approximately 1 acre. Subject to the life use and occupancy of the house at 6178 Jacques Road, and surrounding lot of approximately 1 acre, by Eleanor M. Zehr. Nearly 200 acres of tillable ground. Municipal water. Property also features:

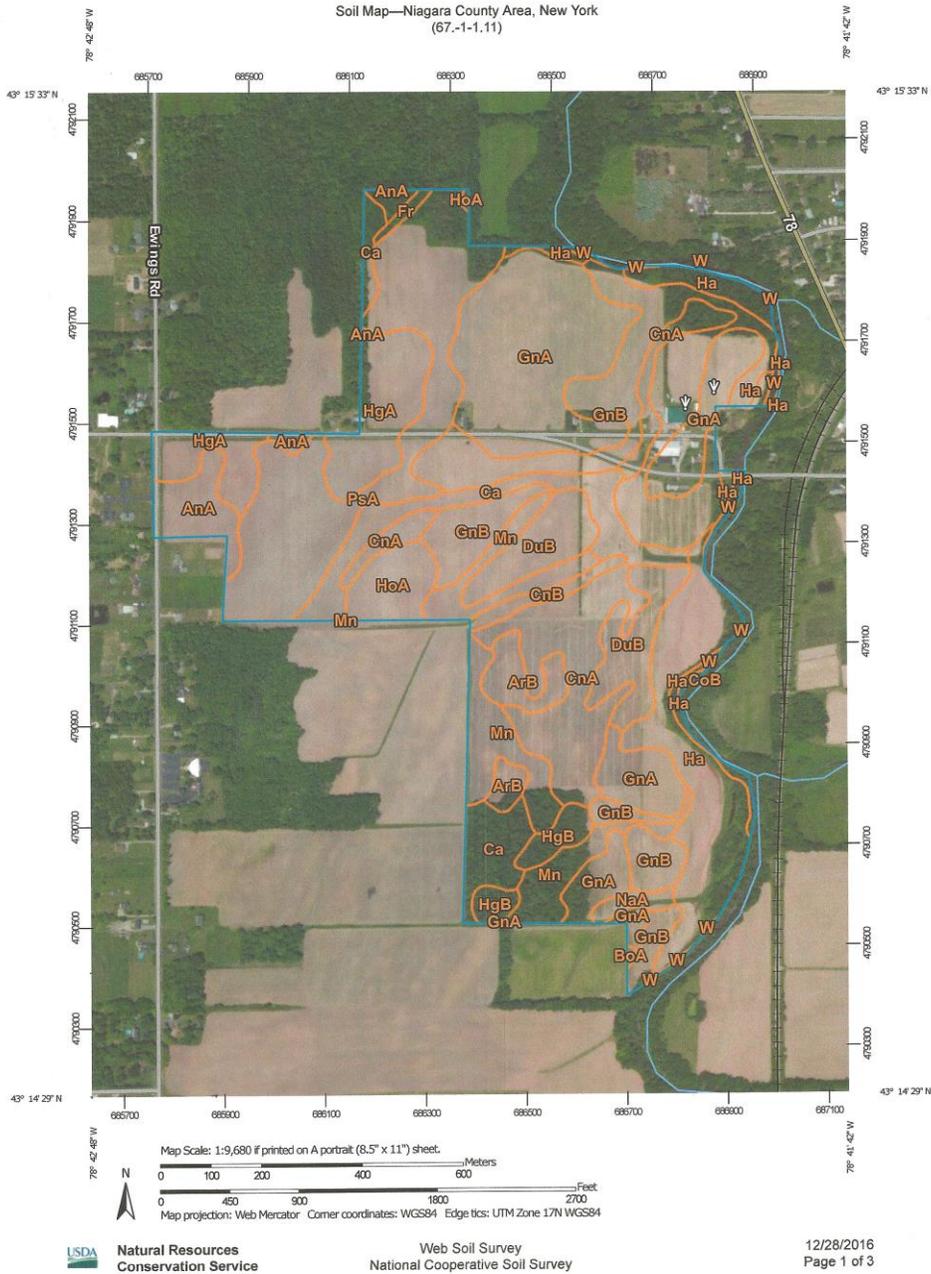
- 160' x 100' wood frame barn with steel roof and concrete floor.
- Storage & Packing building with 60' x 90' cold storage area. Features office, two bathrooms, utility room, two packing areas, and loading dock. New roof and roll up door. (2) 5x5 Frick ammonia compressors plus furnace.
- Shop with concrete floor
- Former market building with concrete floor
- Labor camp with housing for 25, new windows in 2015
- House features 6 bedrooms, 2 ½ baths, propane baseboard hot water heat, and remodeled kitchen  
*\$60,000 deposit*



Outline of Home Farm



# Zehr Farms



Soil Map of Home Farm-For reference only!

PO Box 58  
Stafford, NY 14143  
**585-343-5449**  
[www.williamkentinc.com](http://www.williamkentinc.com)

# Zehr Farms

## Map Unit Legend

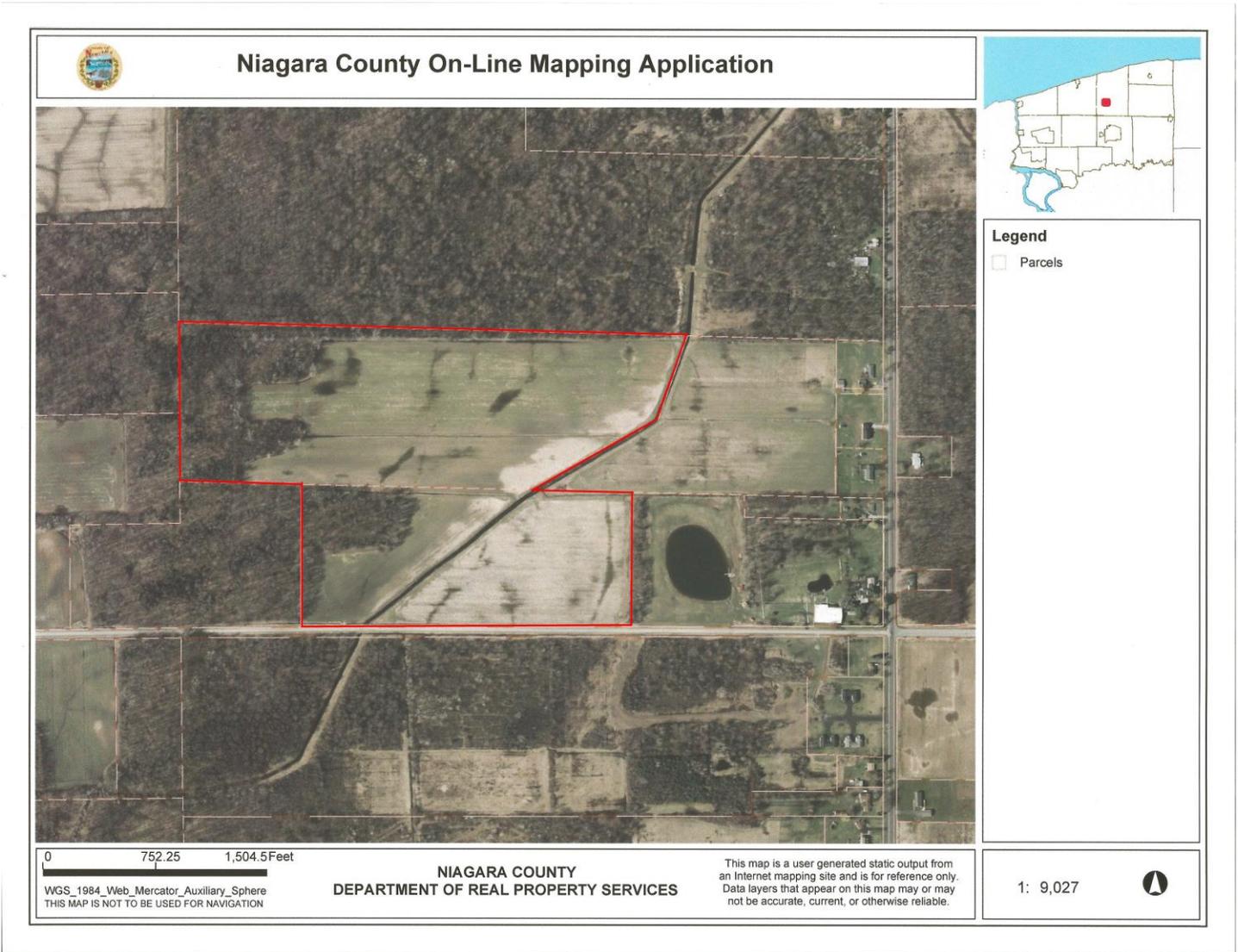
Niagara County Area, New York (NY664)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AnA	Appleton gravelly loam, 0 to 3 percent slopes	6.9	2.7%
ArB	Arkport very fine sandy loam, 0 to 6 percent slopes	5.3	2.1%
BoA	Bombay fine sandy loam, 0 to 2 percent slopes	0.1	0.1%
Ca	Canandaigua silt loam	16.8	6.6%
CnA	Collamer silt loam, 0 to 2 percent slopes	21.7	8.6%
CnB	Collamer silt loam, 2 to 6 percent slopes	2.1	0.8%
CoB	Colonie loamy fine sand, 0 to 6 percent slopes	0.0	0.0%
DuB	Dunkirk silt loam, 2 to 6 percent slopes	13.7	5.4%
Fr	Fredon gravelly loam	0.7	0.3%
GnA	Galen very fine sandy loam, 0 to 2 percent slopes	43.0	17.0%
GnB	Galen very fine sandy loam, 2 to 6 percent slopes	39.5	15.6%
Ha	Hamlin silt loam	24.9	9.8%
HgA	Hilton gravelly loam, 0 to 3 percent slopes	15.3	6.0%
HgB	Hilton gravelly loam, 3 to 8 percent slopes	3.8	1.5%
HoA	Howard gravelly loam, 0 to 3 percent slopes	5.5	2.2%
Mn	Minoa very fine sandy loam	16.6	6.5%
NaA	Niagara silt loam, 0 to 2 percent slopes	1.5	0.6%
PsA	Phelps gravelly loam, 0 to 5 percent slopes	33.5	13.2%
W	Water	2.7	1.1%
<b>Totals for Area of Interest</b>		<b>253.6</b>	<b>100.0%</b>

Soil Table for Home Farm-For reference only!



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**West Parcel:** Approximately 64.576 acres. Tax parcels #52.-2-39 & #52.-2-35.21. Located on the North side of Jacques Road. Approximately 46.4 acres tillable. Completely tilled! **\$15,000 deposit.**



Outline of West Parcel

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Soil Map for West Parcel-For reference only!

W.M.  
**Kent**  
INC.

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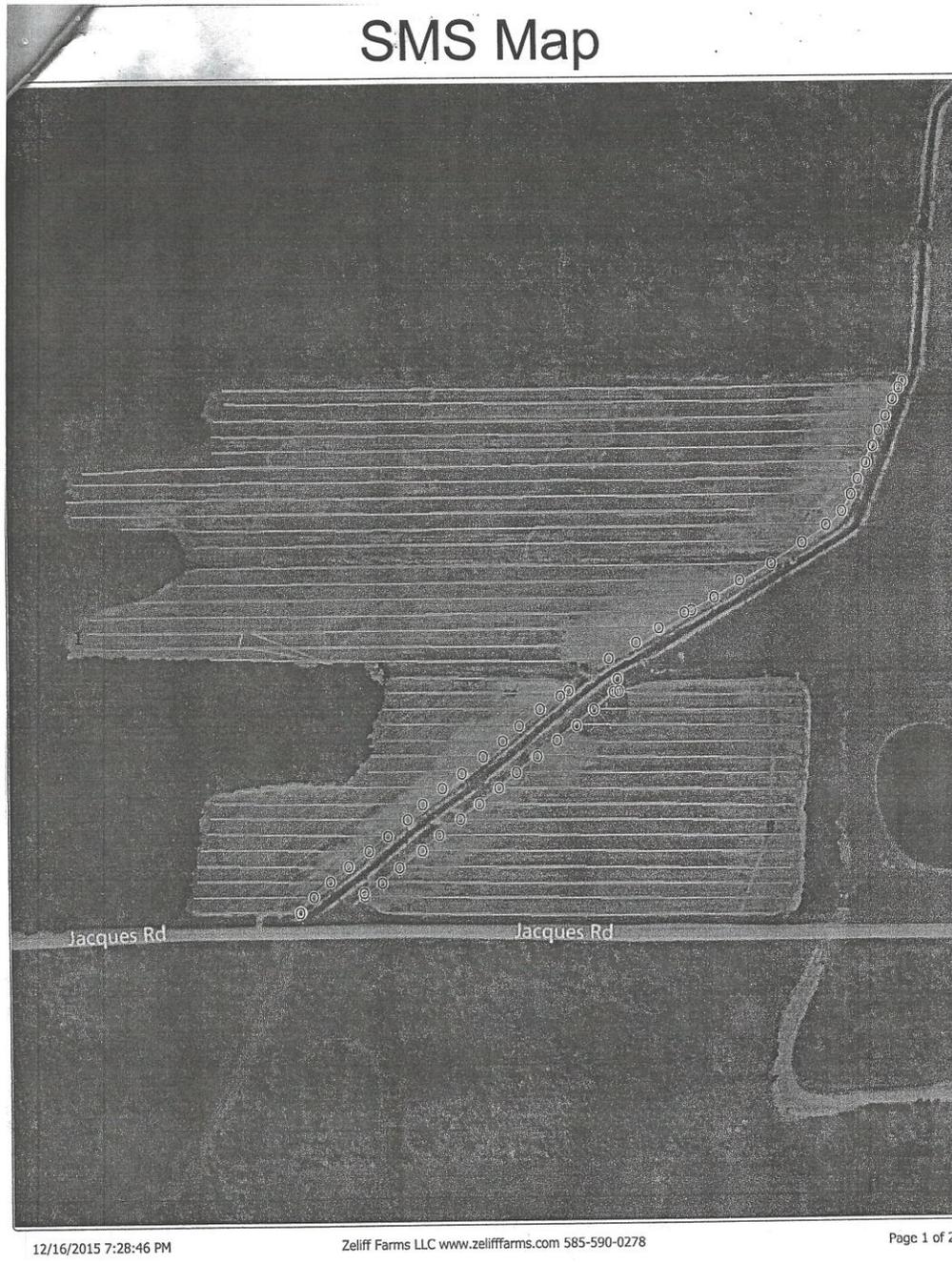
## Map Unit Legend

Niagara County Area, New York (NY664)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AnA	Appleton gravelly loam, 0 to 3 percent slopes	30.7	51.3%
ApA	Appleton silt loam, 0 to 3 percent slopes	0.3	0.5%
Ch	Cheektowaga fine sandy loam	8.0	13.4%
HgA	Hilton gravelly loam, 0 to 3 percent slopes	2.2	3.7%
OvA	Ovid silt loam, 0 to 2 percent slopes	12.9	21.5%
Sw	Sun silt loam	5.7	9.6%
<b>Totals for Area of Interest</b>		<b>59.8</b>	<b>100.0%</b>

Soil Table for West Parcel-For reference only!



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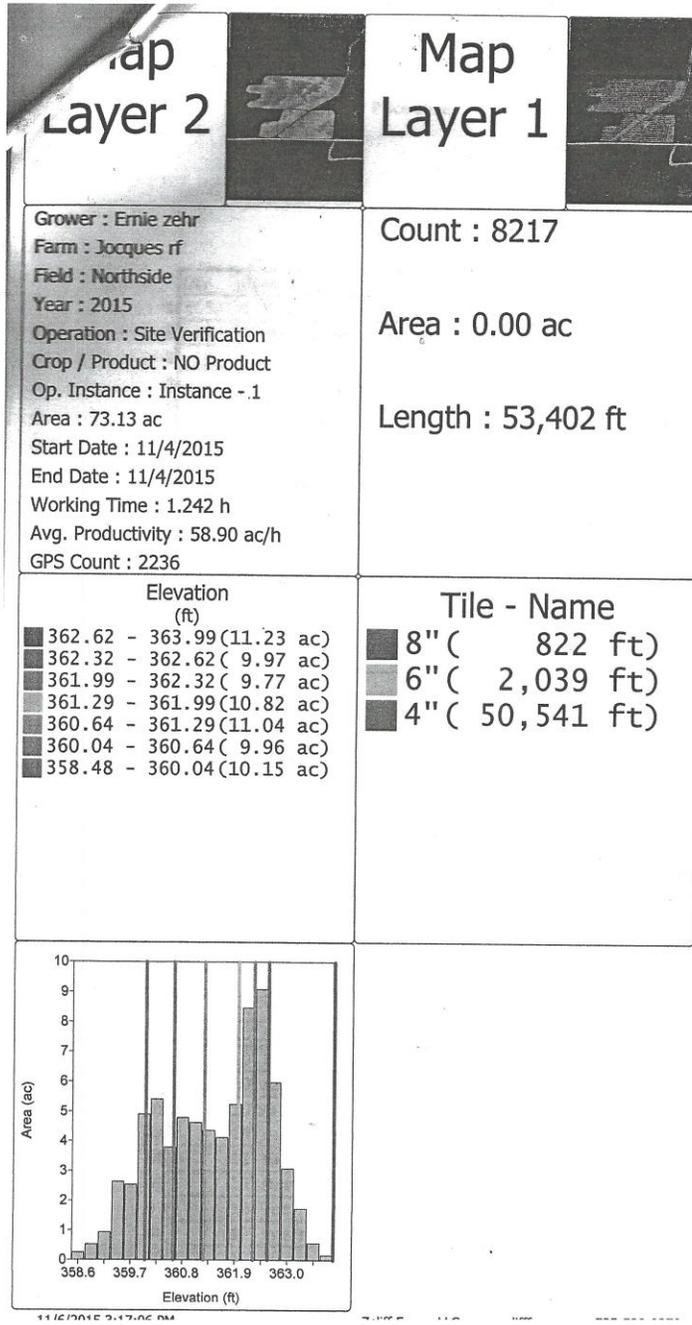


Tile map of West Parcel-For Reference Only!

PO Box 58  
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The logo for William Kent Inc. features the letters "W.M." in a small oval above the word "Kent" in a large, stylized serif font. Below "Kent" is the word "INC." in a smaller, sans-serif font. The entire logo is set against a dark red background.

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Tile specifications for West Parcel-For reference only!

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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 subject to confirmation.
3. Offers must be made on the parcels individually.
4. Seller reserves 1 week from bid due date of March 1, 2017 to act on offers.
5. Property sells subject to the life use and occupancy of the house at 6178 Jacques Road, and surrounding lot of approximately 1 acre, by Eleanor M. Zehr
6. 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.
7. **DEPOSIT AMOUNTS:** Home Farm: \$60,000. West Parcel: \$15,000.
8. 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.
9. Seller will convey to buyer the premises by Warranty Deed.
10. Parcels sell as per deed description. If the buyer desires a survey, the buyer must procure the survey at the sole expense of the buyer.
11. Any personal property remaining on the premises at the time of closing becomes the property of the buyer.
12. 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.



# Zehr Farms

DATE: \_\_\_\_\_

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

1. **PROPERTY DESCRIPTION:** Property located in the Town of Newfane, County of Niagara, 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 Niagara County Clerk's Office on or before the 15th day of April, 2017.
6. **BUYER'S POSSESSION OF PROPERTY:** Buyer shall receive 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.



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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 Wednesday March 8th, 2017 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 \_\_\_\_\_

