

Pavilion, NY Real Estate Auction

Thursday May 23, 2013 at 5:00 PM
Pavilion Center Road, Pavilion, New York

Selling: Two parcels! Parcel #1: Approximately 35.4 acres on the west side of Pavilion Center Rd just south of Junction Rd. Property has approximately 1176.93 feet of frontage. Includes approximately 28.5 acres of tillable ground. **Parcel #2:** Approximately 13.7 acres on the East side of Pavilion Rd just south of Junction Rd. Parcel has approximately 857' of frontage on Pavilion Center Rd, 310' of frontage on Junction Rd, and 1406' of frontage on South Lake Rd (Route 19). Includes approximately 8.2 acres of tillable ground.

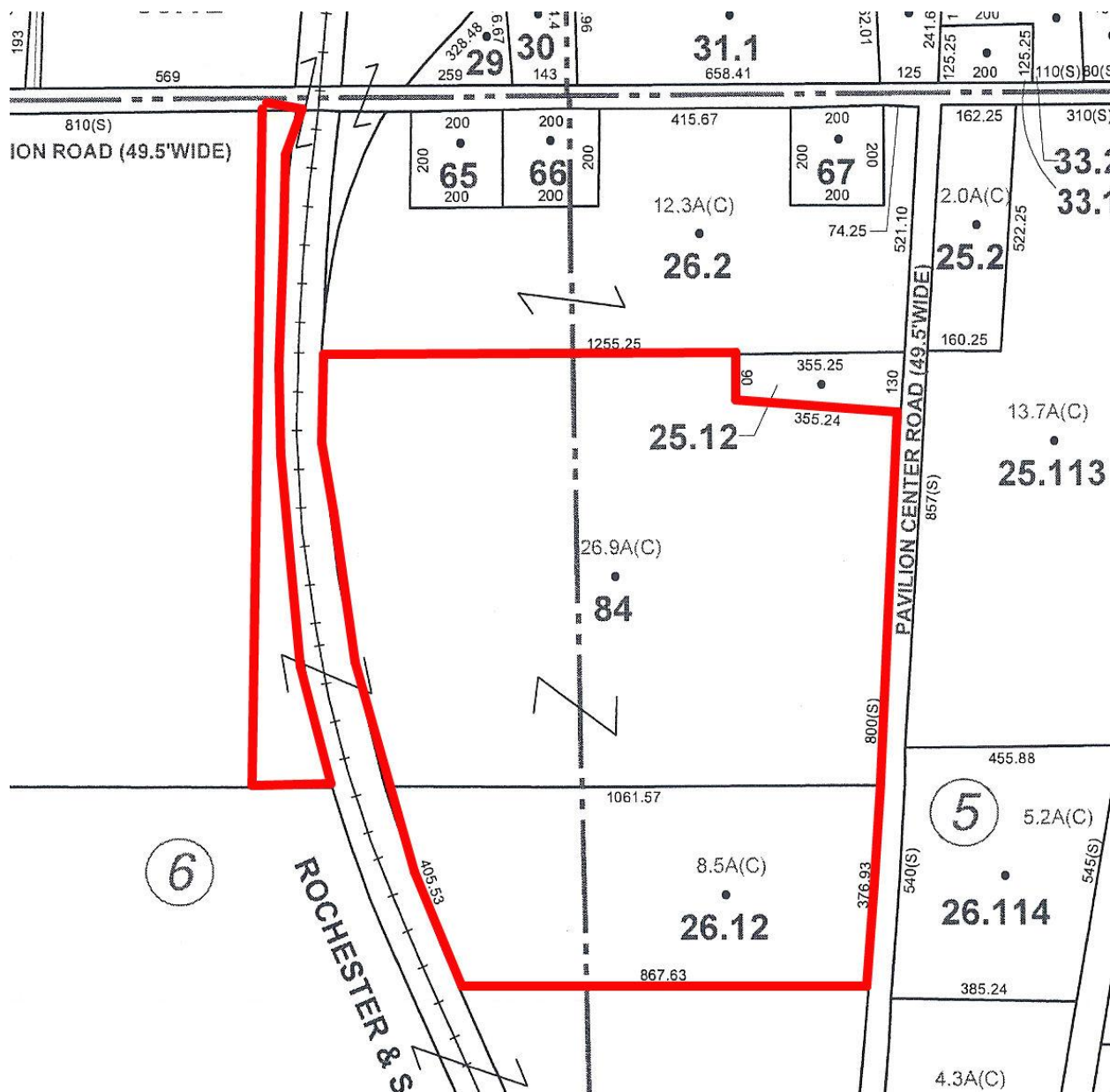
Property Description: (Acreages are Estimated, See Map)

SELLING: Two parcels totaling approximately 49.1 acre.

TERMS: Parcels sell subject to confirmation up to \$2,000 per acre. At \$2,000 per acre and above properties sell absolute. \$10,000 deposit on each parcel due at auction. 10% buyer's premium.

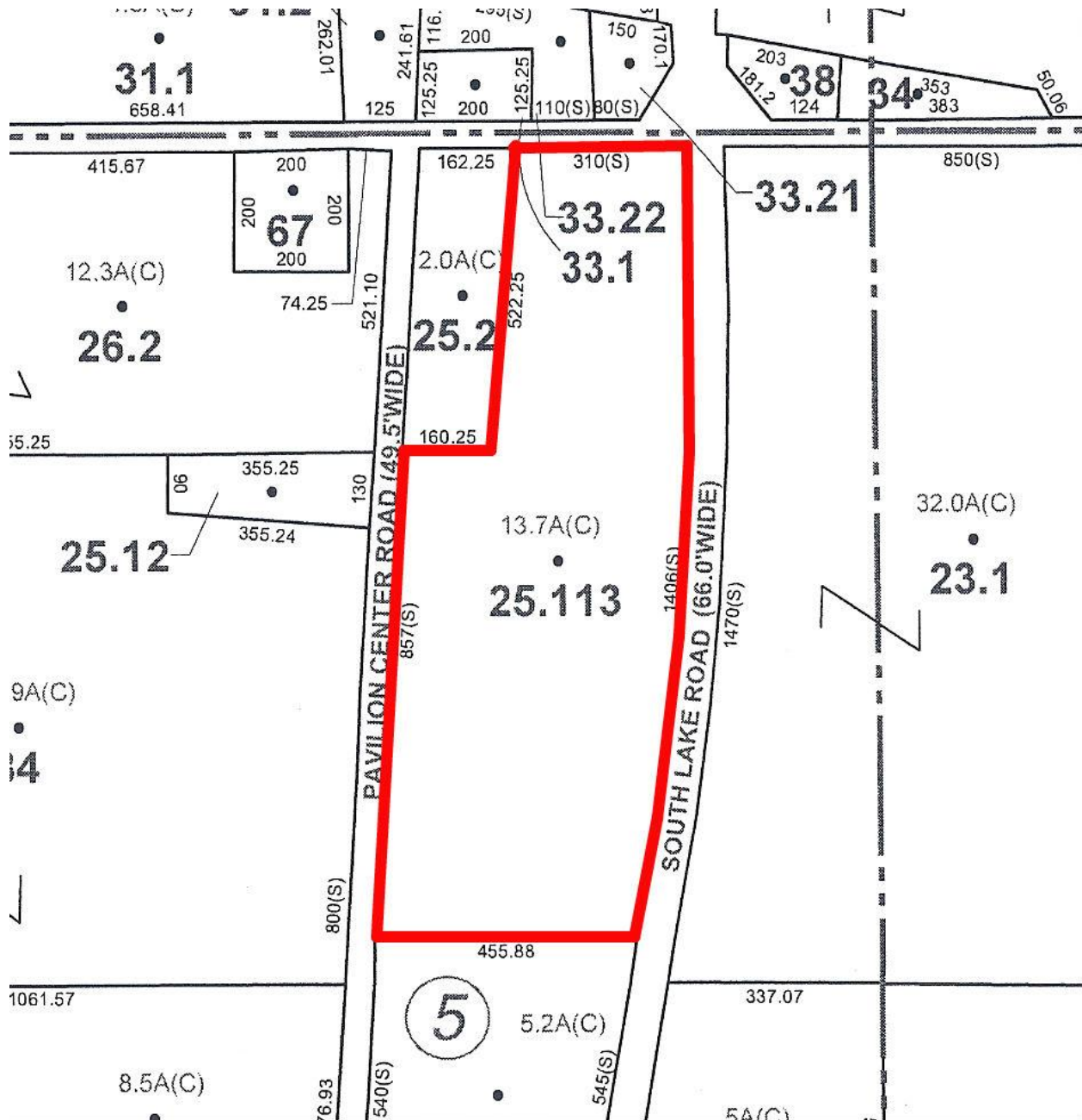


Pavilion NY Real Estate Auction
Thursday May 5, 2013, at 5:00 pm, Pavilion, NY



Parcel #1
Map for
Reference ONLY; Not to Scale

	William Kent Inc.
	AUCTIONEERS • APPRAISERS • LICENSED R.E. BROKERS
	(585) 343-5449
	PO Box 58, Stafford, NY 14143 • www.williamkentinc.com



Parcel #2
Map for
Reference ONLY; Not to Scale

PERTINENT INFORMATION

Two parcels of land on Pavilion Center Rd, Pavilion NY

Tax Map: Parcel #1: #5.-1-84 & 5.-1-23.12 Parcel #2: 5.-1-25.113

Township: Pavilion

School District: Pavilion

County: Genesee

No Improvements

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 Thursday May 23, 2013, Pavilion, 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 Genesee County, (Pavilion) 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.



NOTICE TO ALL BIDDERS
PAVILION REAL ESTATE AUCTION
Thursday, May 23, 2013, Pavilion, NY

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 up to \$2,000 per acre. At \$2,000 per acre and above property sells absolute.
3. Upon acceptance of the final bid, Deposits as Listed on Page 1 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. 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.
5. The property sells in "AS IS" condition without exceptions.
6. Seller will convey to buyer the premises by Warranty Deed.
7. This Contract of Sale has been reviewed and approved by the Sellers' attorney.
8. Seller reserves the right to harvest 2013 crop of wheat and straw currently growing on parcel #1.
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 approval.



THIS AGREEMENT, made under the date of May 23, 2013 states, that SELLER, Douglas Kelkenberg, 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 Pavilion, County of Genesee, State of New York, known as Parcel _____ 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:

Tax Maps # _____; and consisting of approximately _____ acres (more or less);

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 has deposited (\$10,000) ten thousand dollars in the form of cash or check of the purchase price, to be deposited in the William Kent, Inc. Real Estate Escrow Account, at M&T Bank, Batavia, NY, 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 identified in Paragraph 13 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. Taxes, interest, insurance, rents, and water to be adjusted to date of transfer. Any bond or mortgage given shall contain the statutory clauses as to interest, principal, insurance, tax, and assessments, upon default of thirty days, Buyer is to pay mortgage tax and recording fee. 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 **20th** day of June 2013.

6. BUYER'S POSSESSION OF PROPERTY: Buyer shall be entitled to possession of the unplanted 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.

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 up to \$2,000 per acre. 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. AGENT: It is understood and agreed that WILLIAM KENT, INC. is acting as agent only and shall in no case whatsoever be held liable to either party for the performance of any term or covenant of this agreement or for damages for non-performance thereof.

13. 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.



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. Seller reserves the right to harvest the wheat crop currently growing, and remove the straw, on Parcel #1.

16: Property transfers as per deed description. The seller shall not provide a survey.

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 _____

Street _____

City/Town _____

Telephone _____

Attorney _____

Street _____

City/Town _____

Telephone _____

Seller Douglas Kelkenberg

Street 10304 Hartwell Road

City/Town Pavilion, NY

Telephone 585-704-5891

Attorney Theron Howard

Street 15 Clay St

City/Town LeRoy, NY

Telephone 585-768-8181



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