

GEORGE M. FOOTE

Real Estate Bid Packet

River Road and Picket Line Road, Mt Morris, NY

OPEN HOUSE: Tuesday 2/23 & Thursday 2/29 at 9AM

Bids due by March 1st, 2016. Seller reserves one week to act on bids.

Bids may be entered on individual parcels, in combination, or for the whole farm.

Parcel 1: Approximately 123 acre parcel on Picket Line Rd, approximately 95 acres tillable. Includes 1,600 square foot farm house, built in 1900, recently remodeled; 36' x 100' barn with office; 44' x 300' barn with office, storage area, & walk-in cooler; 35 kw Katolite diesel generator; Grain facility with 80' leg, rebuilt head, new motor; 3,300 bushel wet/truck load out bin on 200,000lb scales; 2,000 bushel wet bin; Brock 27' 12,000 bushel bin with full floor, 1 hp fan, electric grain spreader, and 6" unload auger; StorMor 36' 23,000 bushel bin with full floor, 3 hp fan, electric grain spreader, and 6" unload auger; 2007 Sukup 42' 41,700 bushel bin with full floor, 10 hp fan, electric grain spreader, and 8" unload auger with power sweep; 2007 GSI Competitor 116 dryer with 400bu capacity. ***NOTE: George L Foote to retain life use of house, well, and backup generator located on parcel 1. ALSO: George M. Foote to retain use of the grain facility until July 1, 2016. DEPOSIT: \$100,000***

Parcel 2: Approximately 99 acres on River Road. Approximately 69 acres tillable. Borders Letchworth State Park. ***DEPOSIT: \$25,000***

Parcel 3: Approximately 55 acres on River Road. Approximately 52 acres tillable. ***DEPOSIT: \$25,000***

Parcel 4: Approximately 75 acres on River Road. Approximately 73 acres tillable. Borders Letchworth State Park. ***DEPOSIT: \$25,000***

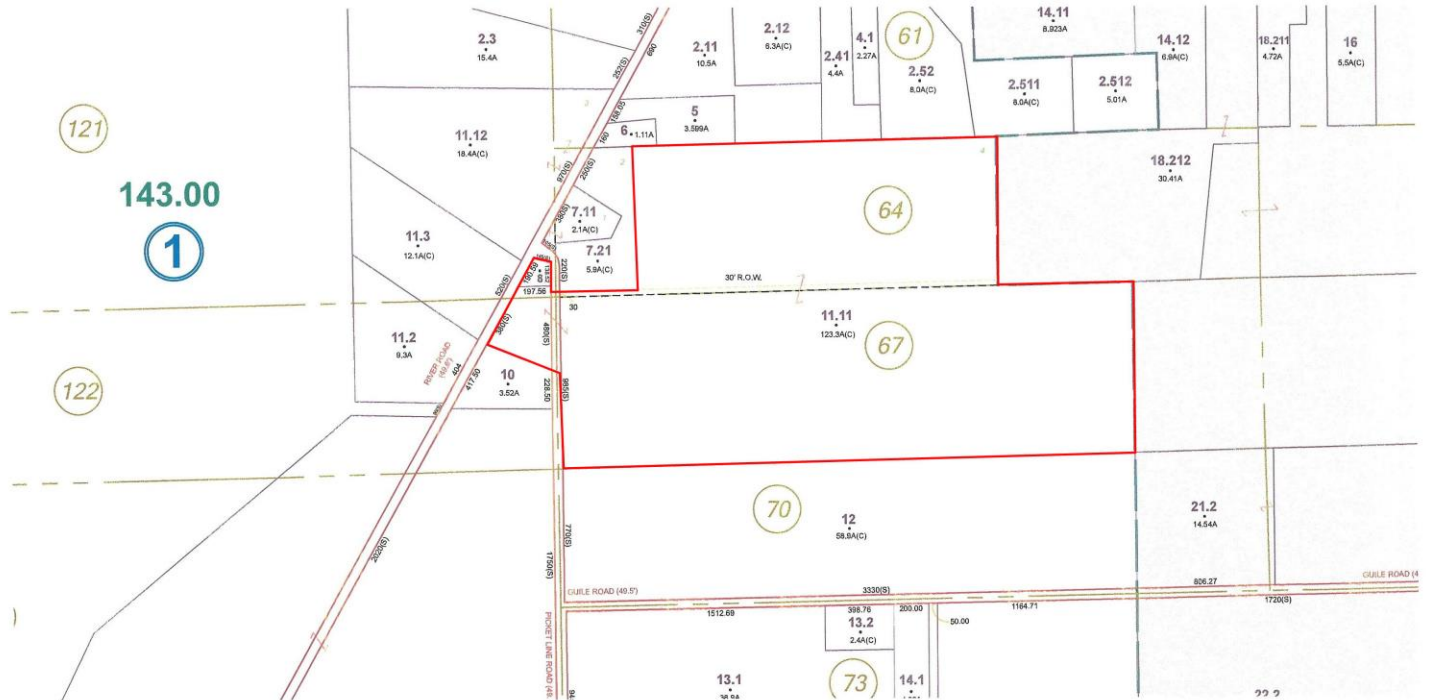
Parcel 5: Approximately 128 acres on River Road. Approximately 99 acres tillable. ***DEPOSIT \$25,000***

For more information call our office 585-343-5449 or e-mail josh@williamkentinc.com

Owner financing available to qualified parties on parcels 2-5



GEORGE M. FOOTE



Tax map of parcel #1

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

GEORGE M. FOOTE



USDA map showing soils of parcel #1. For reference use only.

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

GEORGE M. FOOTE

Soil Map—Livingston County, New York

Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bh	Burdett silt loam, gently sloping	0.1	0.1%
C6	Chippewa silt loam, 3 to 8 percent slopes	5.6	4.6%
Ed	Erie channery silt loam, gently sloping	80.5	66.7%
Ef	Erie channery silt loam, nearly level	27.0	22.4%
Lb	Langford gravelly silt loam, gently sloping	7.3	6.1%
Totals for Area of Interest		120.6	100.0%

USDA Soil legend. For reference use only.



GEORGE M. FOOTE

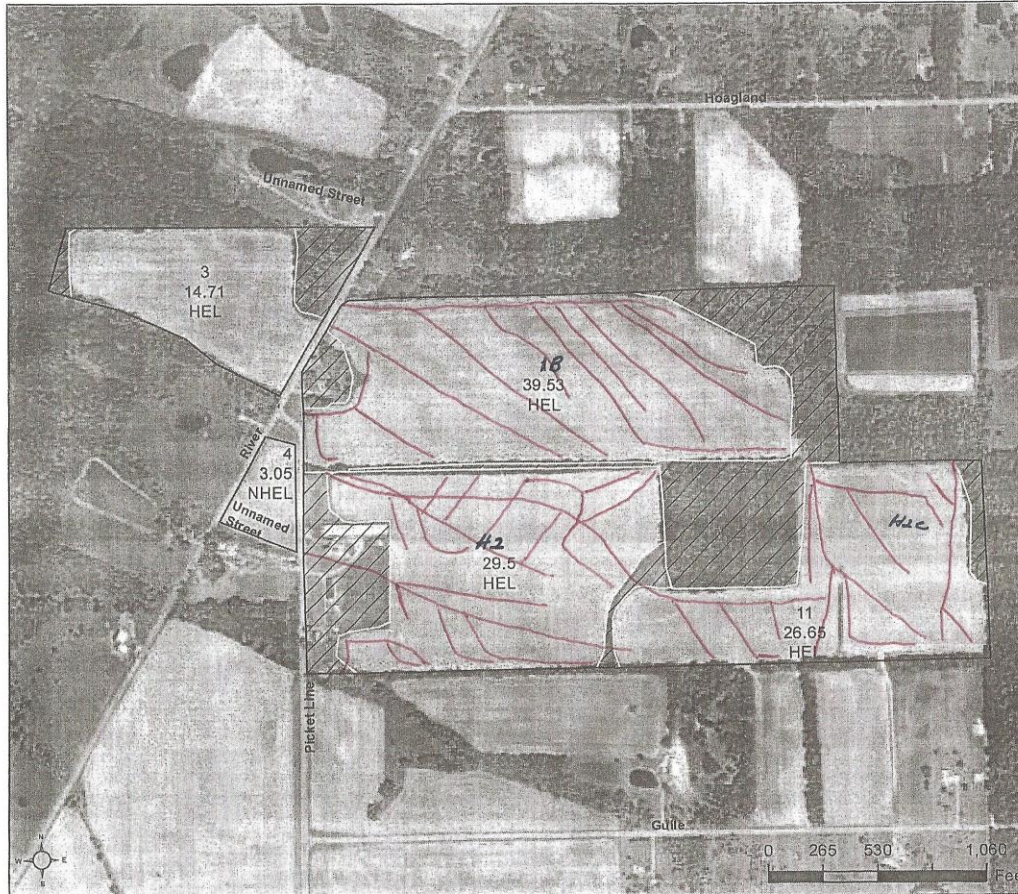


United States
Department of
Agriculture

Livingston County, New York

Tract 4404

Farm 3555



2016 Program Year

Map Created September 30, 2015

Common Land Unit

□ Cropland

/// Non-cropland

▨ Conservation Reserve Program

Wetland Determination Identifiers

● Restricted Use

▽ Limited Restrictions

□ Exempt from Conservation Compliance Provisions

▭ Tract Boundary

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or 2013 National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Approximate location of tile lines in Parcel 1.



William Kent Inc.

AUCTIONEERS • APPRAISERS • LICENSED R.E. BROKERS

(585) 343-5449

P.O. Box 58, Stafford, NY 14143 • www.williamkentinc.com

GEORGE M. FOOTE

Parcel #1 Purchase Contract

THIS AGREEMENT, made under the date of _____ states, that SELLER, George M. Foote, 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 Mt. Morris, County of Livingston, State of New York, known as Parcel #1 of the Foote Farm and consisting of approximately 123 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) # 143.-1-8 & 143.-1-11.11
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 _____ 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 Livingston County Clerk's Office on or before the 15th day of April, 2016.
6. **BUYER'S POSSESSION OF PROPERTY:** Buyer shall be entitled to possession of the 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. Buyer shall make available to Seller a Plan in letter form of his intentions regarding agricultural use of the land prior to closing. This plan shall be submitted for Seller's approval.
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.



GEORGE M. FOOTE

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 5pm on May 8, 2016.
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. **LIFE USE:** The residence, well and generator located on Livingston County Tax Parcel #143.-1-11.11 are subject to life use to George L. Foote. Mr. Foote to pay utilities for the home for the duration of his occupation. Buyer to be responsible for any exterior maintenance, insurance and taxes.
16. **USE OF BINS:** George M. Foote shall retain the use of the grain facility until July 1, 2016.

Dated _____

Buyer _____

Witness _____

Buyer _____

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 _____

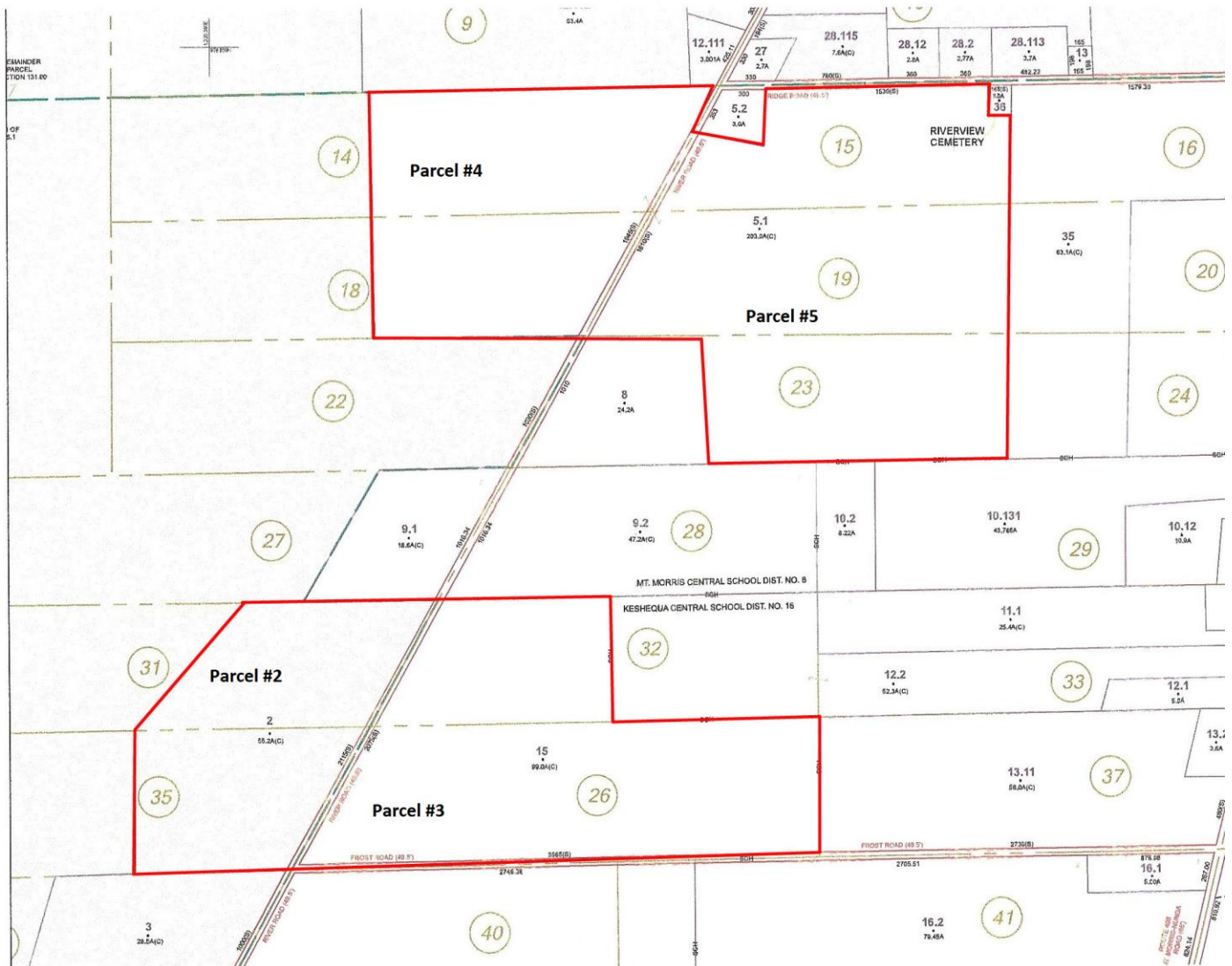
Street _____

City/Town _____

Telephone _____



GEORGE M. FOOTE



Tax map showing parcels 2, 3, 4 and 5.

Please note that parcels 4 and 5 are currently shown as one tax parcel, but will be offered as two separate parcels.



GEORGE M. FOOTE



USDA map showing soils of parcels 2 and 3. For reference use only

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

GEORGE M. FOOTE

Soil Map—Livingston County, New York

South Portion of River Road Farm

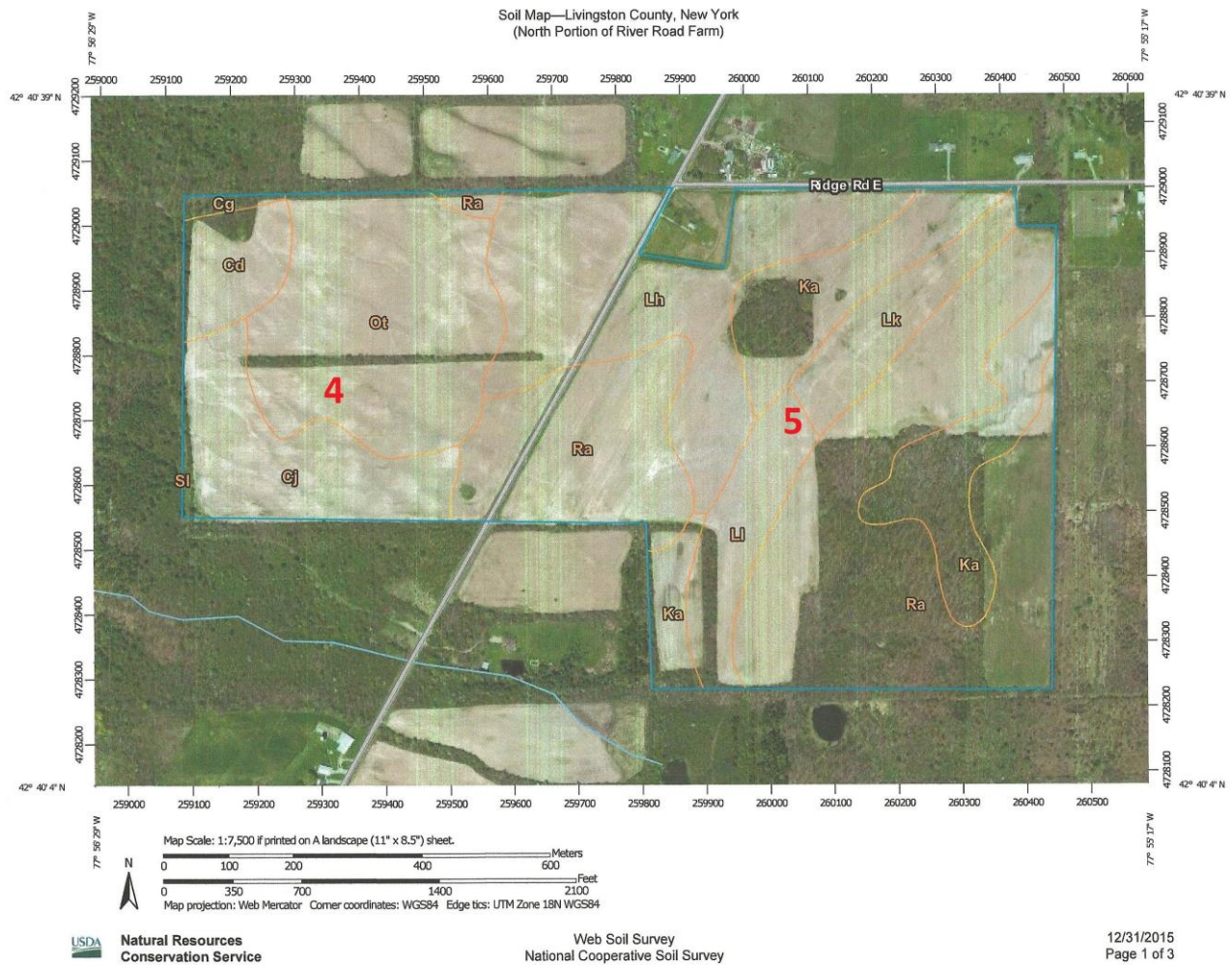
Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bh	Burdett silt loam, gently sloping	21.0	12.7%
Cj	Caneadea silty clay loam, very gently sloping	89.0	53.6%
Ed	Erie channery silt loam, gently sloping	22.9	13.8%
Ef	Erie channery silt loam, nearly level	3.0	1.8%
Ka	Kendaia silt loam, 0 to 3 percent slopes	2.8	1.7%
Li	Lordstown flaggy silt loam, sloping	14.8	8.9%
Ra	Retsof silt loam, gently sloping	1.8	1.1%
Tb	Toledo silt loam	10.6	6.4%
Totals for Area of Interest		166.0	100.0%

USDA soil legend for parcels 2 and 3. For reference use only.



GEORGE M. FOOTE



USDA map showing soils of parcels 4 and 5. For reference use only.

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

GEORGE M. FOOTE

Soil Map—Livingston County, New York

North Portion of River Road Farm

Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cd	Caneadea silty clay, loam, eroded, gently sloping	6.8	3.3%
Cg	Caneadea silty clay loam, gently sloping	0.9	0.4%
Cj	Caneadea silty clay loam, very gently sloping	17.3	8.3%
Ka	Kendaia silt loam, 0 to 3 percent slopes	28.7	13.8%
Lh	Lima silt loam, gently sloping	33.6	16.1%
Lk	Lordstown flaggy silt loam, moderately steep	8.9	4.3%
LI	Lordstown flaggy silt loam, sloping	10.1	4.8%
Ot	Ovid silt loam, gently sloping	32.2	15.5%
Ra	Retsf silt loam, gently sloping	69.8	33.5%
Sl	Steep broken land, Caneadea soil material	0.0	0.0%
Totals for Area of Interest		208.2	100.0%

USDA soil legend for parcels 4 and 5. For reference use only.



GEORGE M. FOOTE



United States
Department of
Agriculture

Livingston County, New York

Tract 202

Farm 3555



2016 Program Year

Map Created September 30, 2015

Common Land Unit

Cropland

Non-cropland

Conservation Reserve Program

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation
Compliance Provisions

Tract Boundary

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or 2013 National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Approximate location of tile lines in parcels 2-5.



William Kent Inc.

AUCTIONEERS • APPRAISERS • LICENSED R.E. BROKERS

(585) 343-5449

P.O. Box 58, Stafford, NY 14143 • www.williamkentinc.com

GEORGE M. FOOTE

Parcels 2-5 Purchase Contract

THIS AGREEMENT, made under the date of _____ states, that SELLER, George M. Foote, 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 Mt. Morris, County of Livingston, 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) # _____
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 _____ 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 Livingston County Clerk's Office on or before the 15th day of April, 2016.
6. **BUYER'S POSSESSION OF PROPERTY:** Buyer shall be entitled to possession of the 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. Buyer shall make available to Seller a Plan in letter form of his intentions regarding agricultural use of the land prior to closing. This plan shall be submitted for Seller's approval.
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.



GEORGE M. FOOTE

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 5pm on May 8, 2016.
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.

Dated _____

Buyer _____

Witness _____

Buyer _____

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 _____

