

# Genesee River Valley Land

## Real Estate Bid Packet

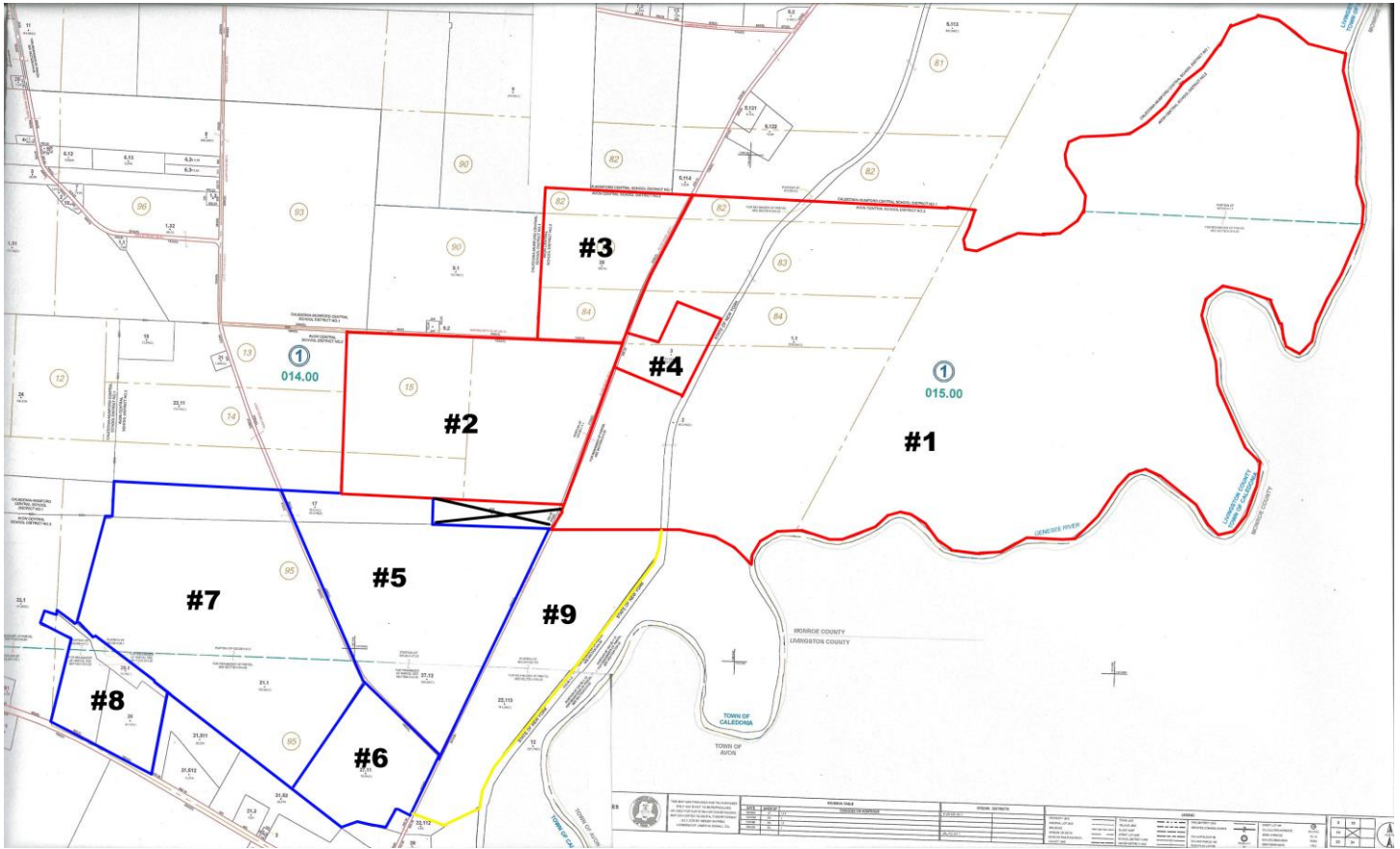
West River Road, Caledonia, New York  
Property inspection by appointment only!



***Bids due by September 1<sup>st</sup>, 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 Caledonia Planning Board Approval!



# Genesee River Valley Land



**Red outline**-Street Farm

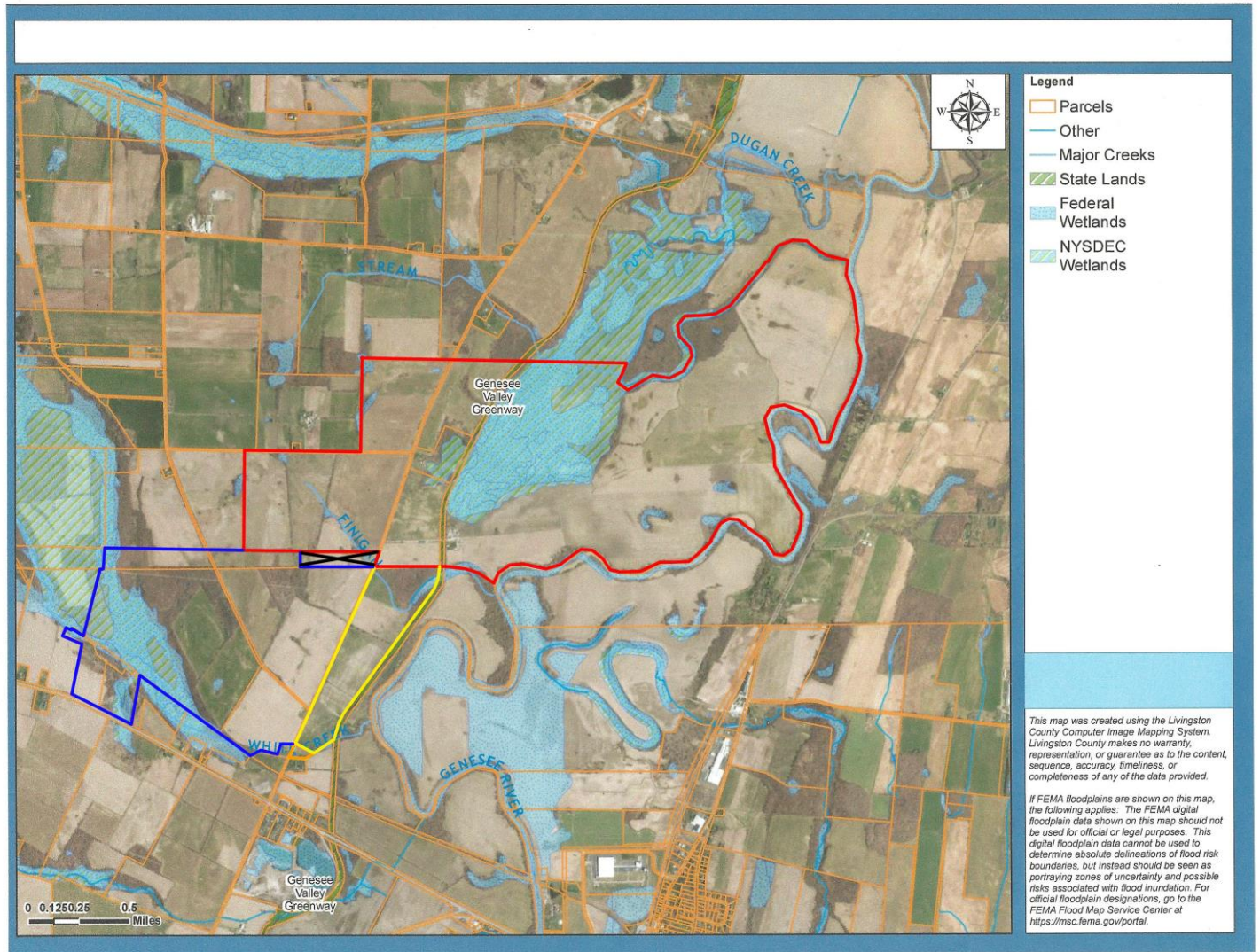
**Blue outline**-Andayhon Farm West

**Yellow outline**-Andayhon Farm East





# Genesee River Valley Land



Federal & State Wetlands Map-For reference only!

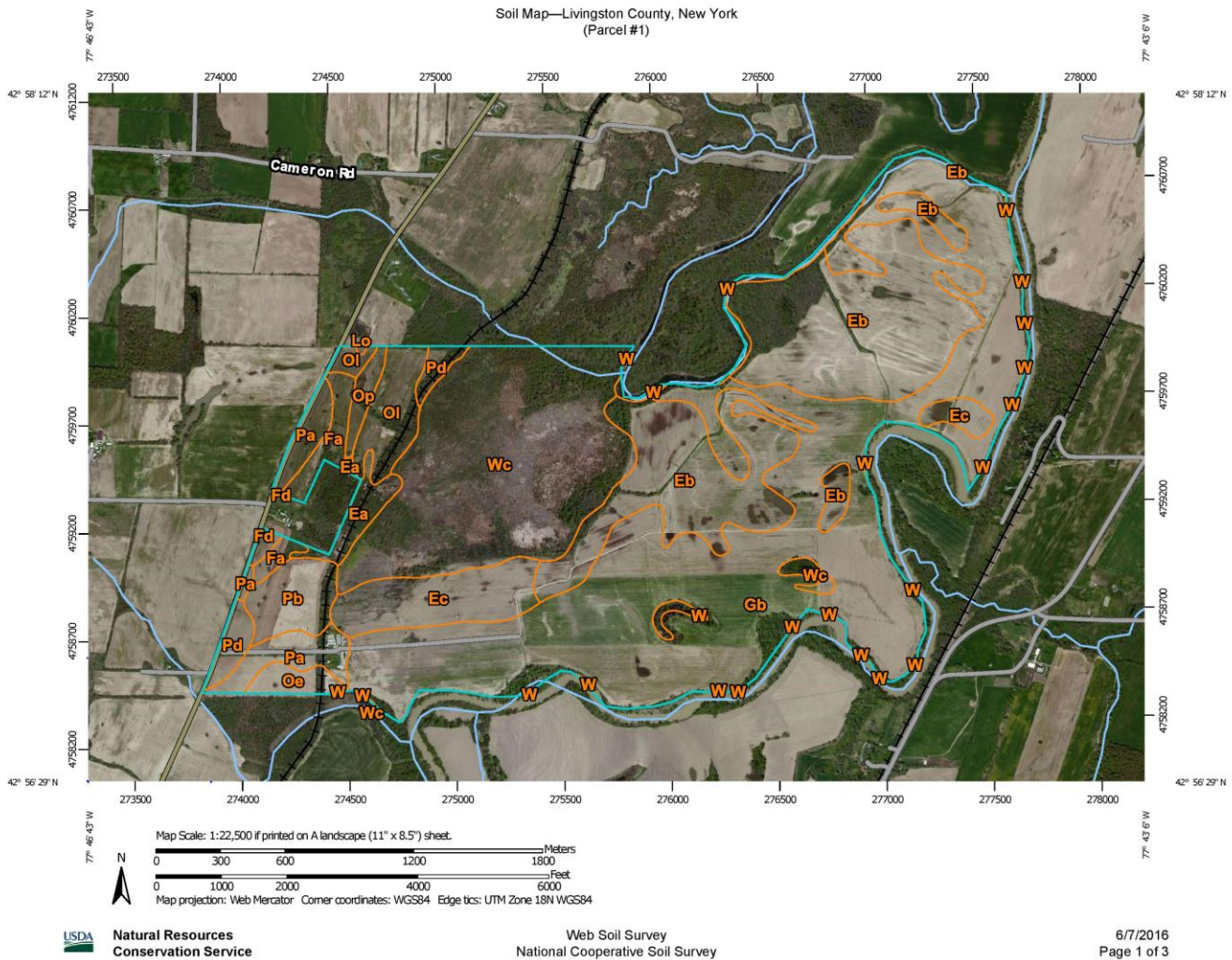




# Genesee River Valley Land

**STREET FARM**:-Mineral rights included.

**Parcel #1:** Approximately 1,350 acres. Portion of tax parcel #15.-1-1.1 located on the East side of West River Road. Approximately 937 acres of tillable ground including 813 acres of Genesee & Eel soils. Improvements include farm house, steel framed farm shop, older barn complex, grain facility, and underground irrigation lines. **\$500,000 deposit**



Soil Map of Parcel #1-For reference only!



# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #1

## Map Unit Legend

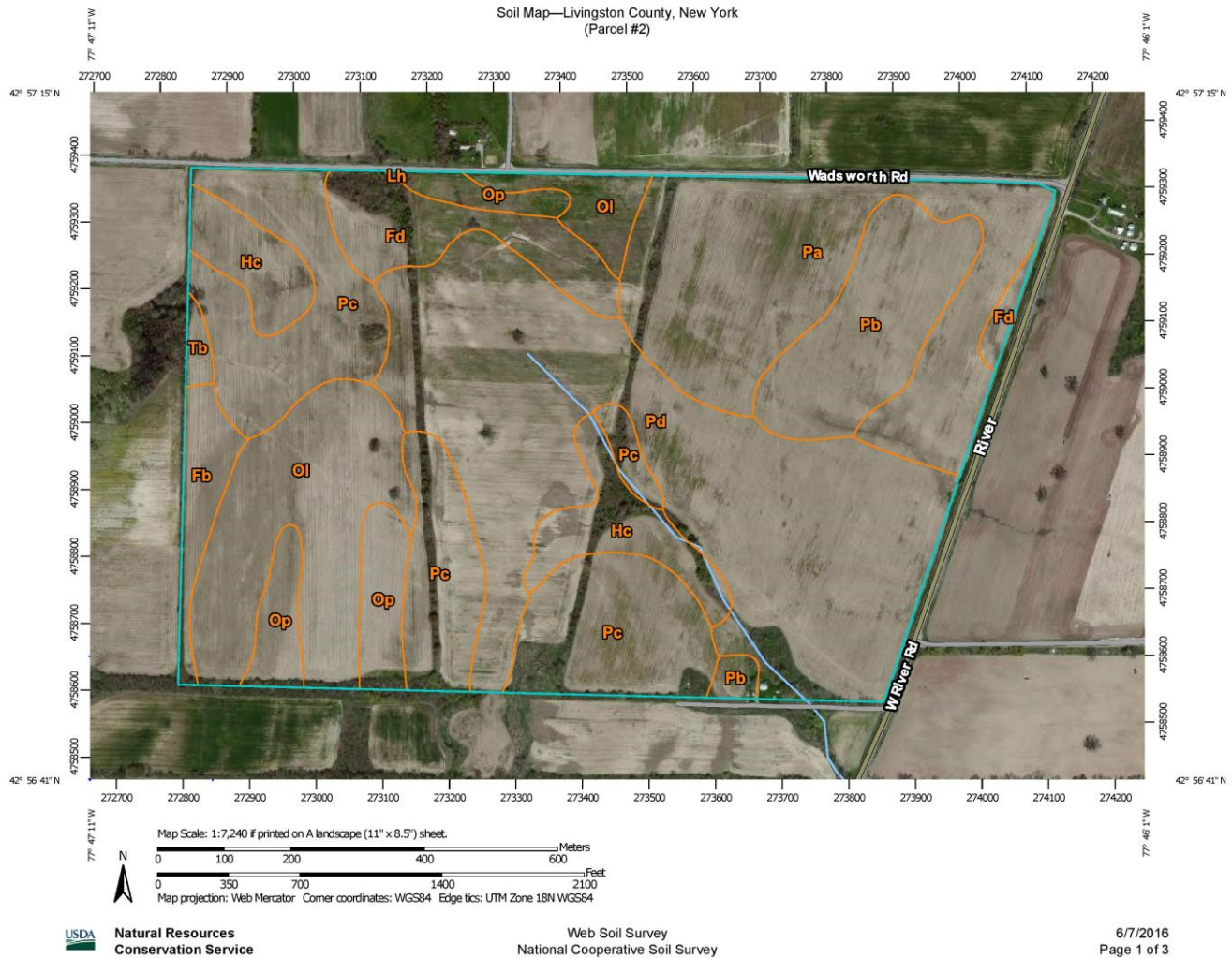
Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ea	Edwards muck	16.7	1.2%
Eb	Eel silt loam	301.8	22.2%
Ec	Eel silty clay loam	65.7	4.8%
Fa	Farmington loam, ledgy, gently sloping	21.6	1.6%
Fd	Rhinebeck and Madalin silt loams, 0 to 3 percent slopes	3.2	0.2%
Gb	Genesee silt loam	532.6	39.3%
Lo	Lyons soils, 0 to 3 percent slopes	0.4	0.0%
Oe	Odessa silt loam, very gently sloping	12.2	0.9%
OI	Ontario loam, gently sloping	37.0	2.7%
Op	Ontario loam, sloping	9.3	0.7%
Pa	Palmyra fine sandy loam, nearly level	39.1	2.9%
Pb	Palmyra fine sandy loam, sloping	31.1	2.3%
Pd	Palmyra gravelly loam, sloping	18.0	1.3%
W	Water	13.7	1.0%
Wc	Wayland silty clay loam	254.3	18.7%
Totals for Area of Interest		1,356.6	100.0%

Soil Table for Parcel #1-For reference only!



# Genesee River Valley Land

**Parcel #2:** Approximately 228 acres. Portion of tax parcel #15.-1-1.1 located on the West side of West River Road and South of Wadsworth Road. Parcel has approximately 2,700' of frontage on West River Road and 4,325' of frontage on Wadsworth Road. Approximately 211 acres of tillable ground. Soil types include Palmyra and Ontario loams. Parcel is improved by an older style home. **\$50,000 deposit.**



Soil Map for Parcel #2-For reference only!





# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #2

## Map Unit Legend

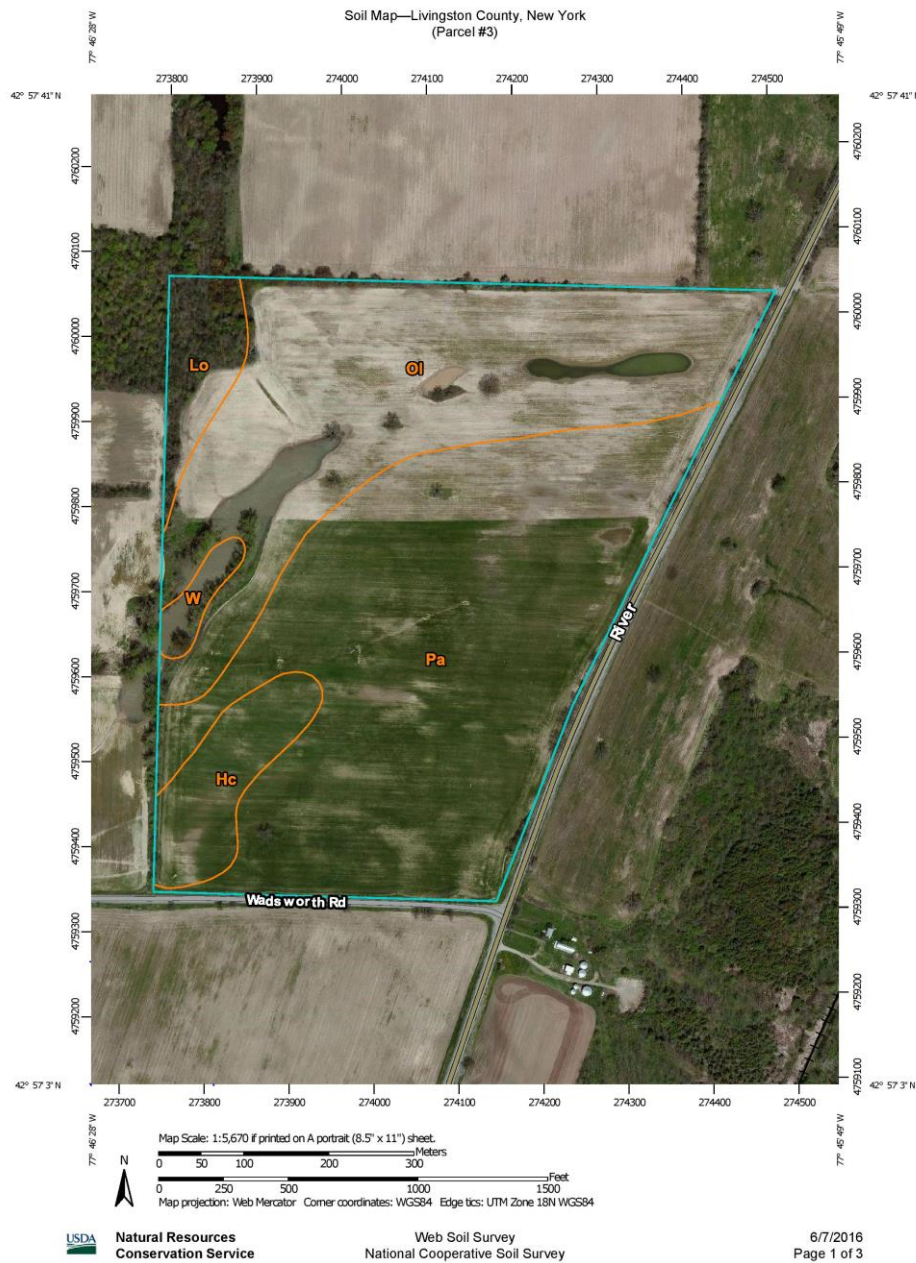
Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Fb	Farmington loam, nearly level and gently sloping	4.8	2.1%
Fd	Rhinebeck and Madalin silt loams, 0 to 3 percent slopes	11.0	4.8%
Hc	Fredon fine sandy loam	12.6	5.5%
Lh	Lima silt loam, gently sloping	0.1	0.0%
Ol	Ontario loam, gently sloping	27.0	11.9%
Op	Ontario loam, sloping	10.3	4.5%
Pa	Palmyra fine sandy loam, nearly level	36.9	16.2%
Pb	Palmyra fine sandy loam, sloping	16.7	7.3%
Pc	Palmyra gravelly loam, nearly level	40.5	17.8%
Pd	Palmyra gravelly loam, sloping	66.9	29.4%
Tb	Toledo silt loam	1.0	0.5%
Totals for Area of Interest		227.9	100.0%

Soil Table for Parcel #2-For reference only!



# Genesee River Valley Land

**Parcel #3:** Approximately 100.5 acres. Tax parcel #14.-1-26. Located on the West side of West River Road and North of Wadsworth Road. Approximately 85 tillable acres featuring Ontario and Palmyra soils. **\$25,000 deposit.**



Soil Map of Parcel #3-For reference only!





# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #3

## Map Unit Legend

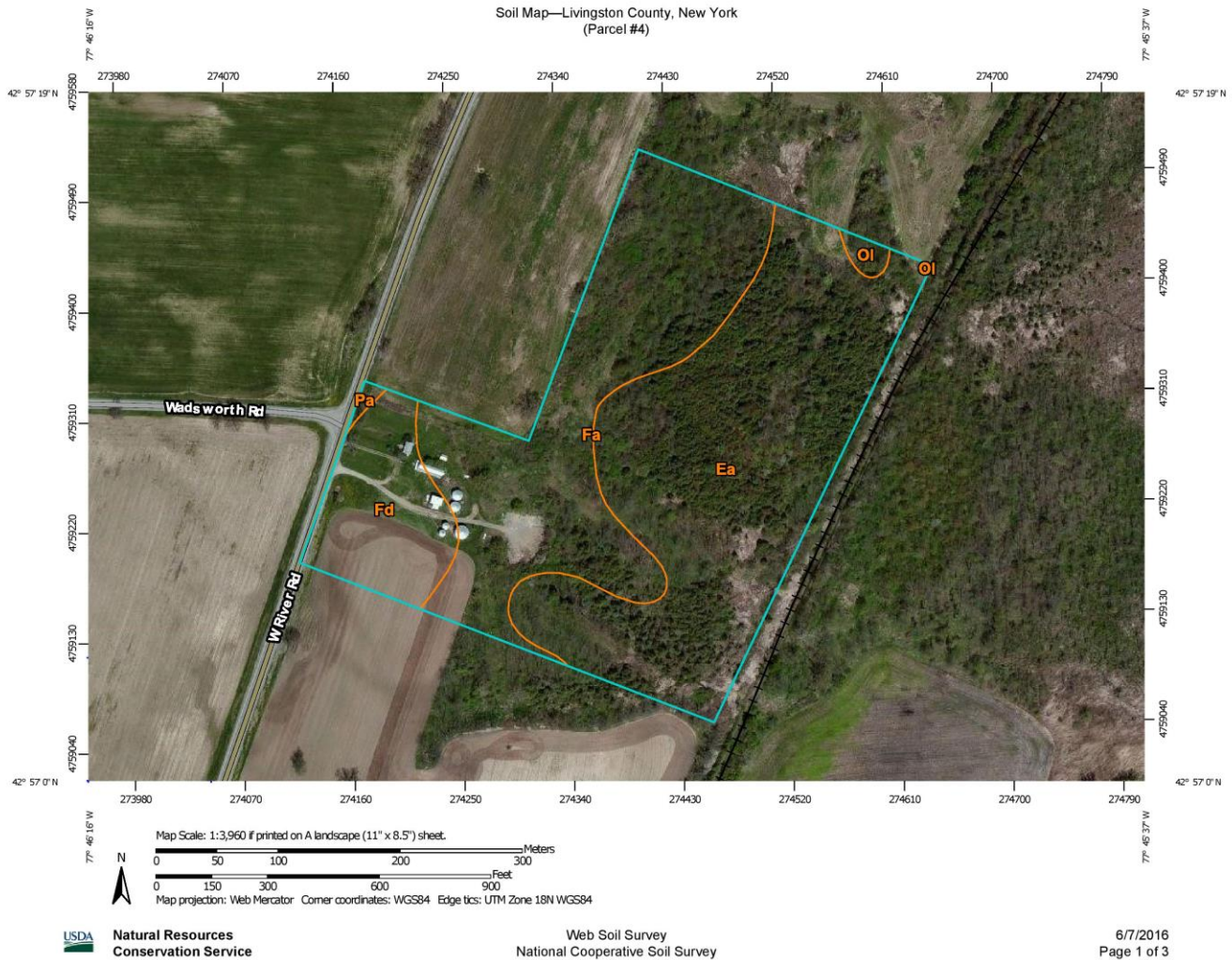
Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Hc	Fredon fine sandy loam	5.8	5.9%
Lo	Lyons soils, 0 to 3 percent slopes	4.3	4.3%
OI	Ontario loam, gently sloping	36.3	36.6%
Pa	Palmyra fine sandy loam, nearly level	51.3	51.8%
W	Water	1.4	1.4%
Totals for Area of Interest		99.1	100.0%

Soil Table for Parcel #3-For reference only!



# Genesee River Valley Land

**Parcel #4:** Approximately 23.32 acres. Tax parcel #15.-1-3. Located on the East side of West River Road directly across from Wadsworth Road. Parcel has approximately 555' of frontage on West River Road. Includes a small amount of tillable land. Property is improved by historic stone house, barns, and grain bins. **\$10,000 deposit.**



Soil Map of Parcel #4-For reference only!



# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #4

## Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ea	Edwards muck	15.3	50.7%
Fa	Farmington loam, ledgy, gently sloping	11.1	36.7%
Fd	Rhinebeck and Madalin silt loams, 0 to 3 percent slopes	3.5	11.4%
Ol	Ontario loam, gently sloping	0.2	0.8%
Pa	Palmyra fine sandy loam, nearly level	0.1	0.3%
Totals for Area of Interest		30.3	100.0%

Soil Table for Parcel #4-For reference only!

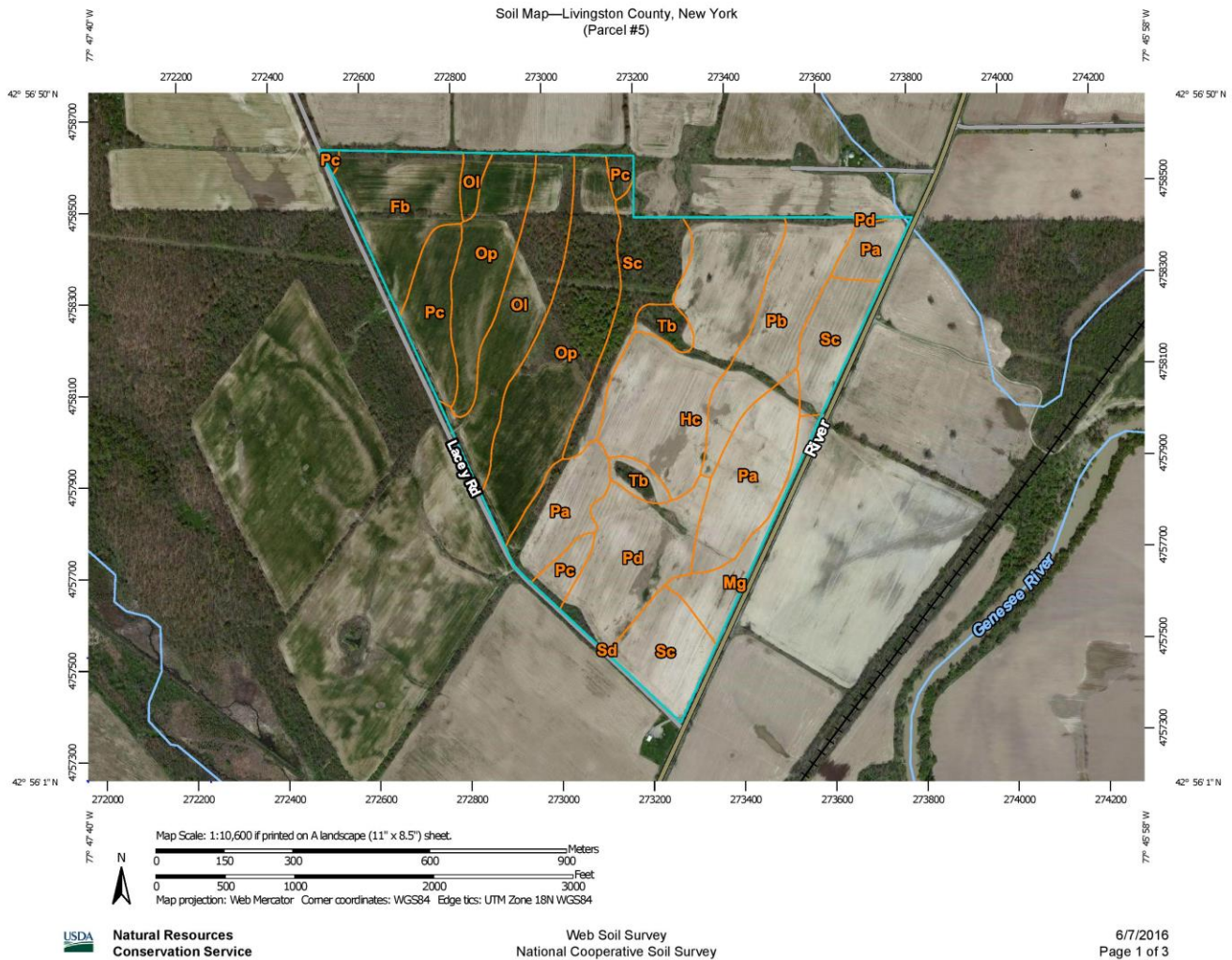




# Genesee River Valley Land

**ANDAYHON FARM WEST:**-Mineral rights *NOT* included.

Parcel #5: Approximately 211 acres. Tax parcel #23.-1-27.12 and portion of tax parcel #14.-1-17 located East of Lacey Road. Parcel has approximately 4,970' of frontage on Lacey Road and 3,950' of frontage on West River Road. Approximately 168 acres of tillable ground featuring Ontario, Palmyra and Farmington loams. **\$50,000 deposit.**



Soil Map for Parcel #5-For reference only!



# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #5

## Map Unit Legend

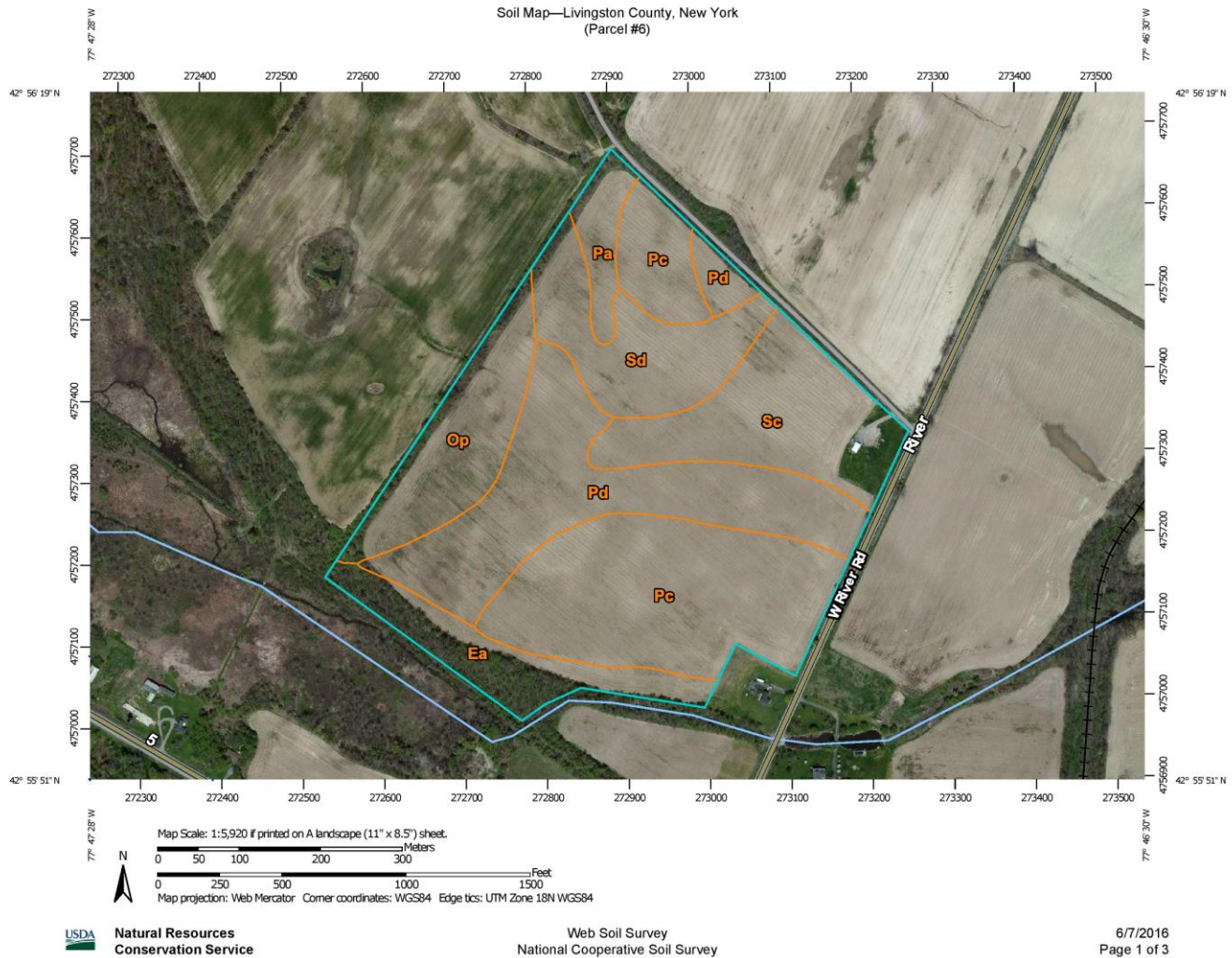
Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Fb	Farmington loam, nearly level and gently sloping	14.5	6.9%
Hc	Fredon fine sandy loam	28.9	13.8%
Mg	Mentor fine sandy loam	6.0	2.9%
OI	Ontario loam, gently sloping	18.2	8.7%
Op	Ontario loam, sloping	39.9	19.0%
Pa	Palmyra fine sandy loam, nearly level	26.1	12.4%
Pb	Palmyra fine sandy loam, sloping	15.5	7.4%
Pc	Palmyra gravelly loam, nearly level	11.7	5.6%
Pd	Palmyra gravelly loam, sloping	16.3	7.8%
Sc	Schoharie silt loam, undulating	28.3	13.5%
Sd	Schoharie silty clay loam, eroded, gently rolling	0.1	0.0%
Tb	Toledo silt loam	4.3	2.1%
Totals for Area of Interest		209.9	100.0%

Soil Table for Parcel #5-For reference only!



# Genesee River Valley Land

**Parcel #6:** Approximately 70.5 acres. Tax parcel #23.-1-27.11. Located on the South West corner of the intersection of Lacey Road and West River Road. Parcel has approximately 1,685' of frontage on Lacey Road and 1,020' of frontage on West River Road. Approximately 63 acres of tillable ground featuring Palmyra and Schoharie loams. **\$25,000 deposit.**



Soil Map for Parcel #6-For reference only!





# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #6

## Map Unit Legend

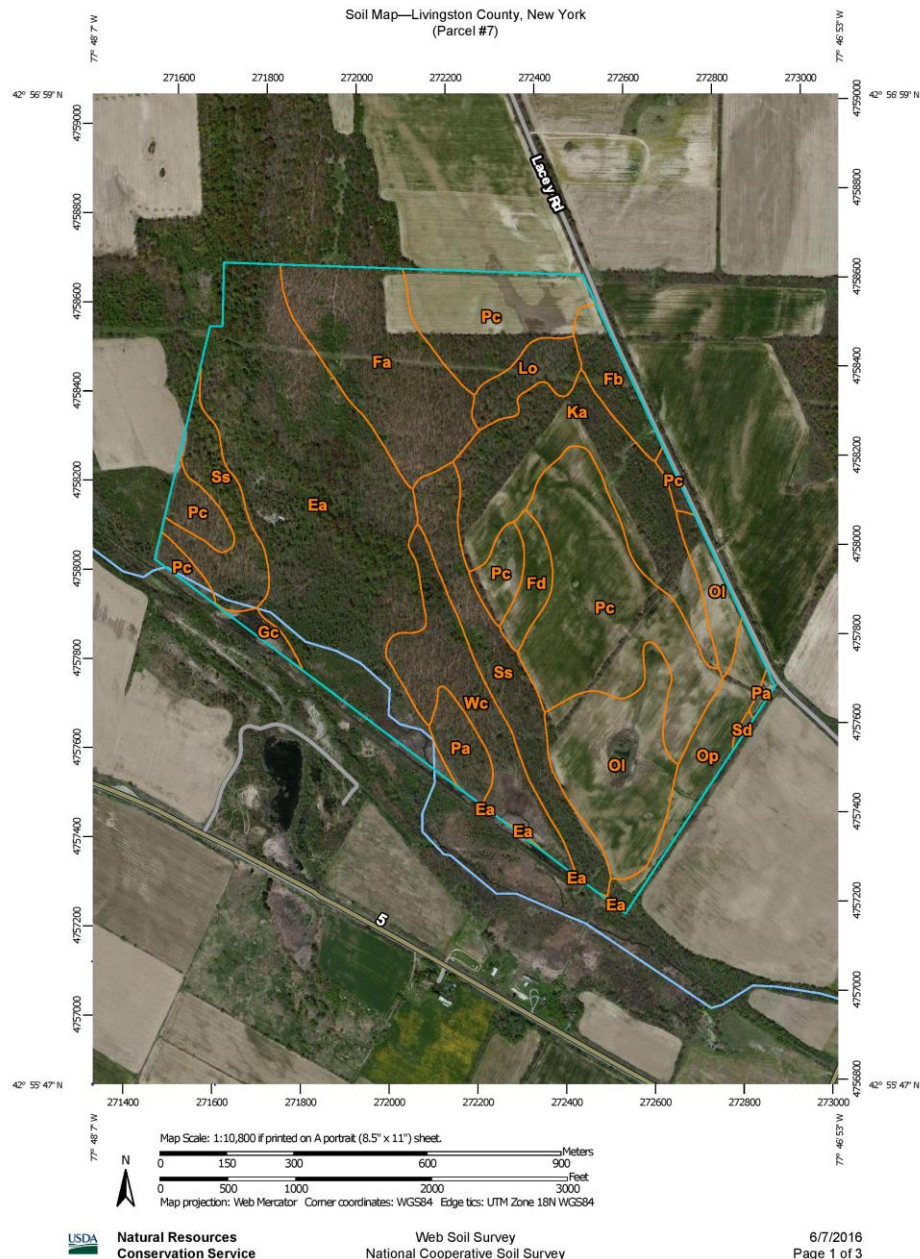
Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ea	Edwards muck	5.9	8.3%
Op	Ontario loam, sloping	7.5	10.7%
Pa	Palmyra fine sandy loam, nearly level	2.4	3.4%
Pc	Palmyra gravelly loam, nearly level	19.7	28.1%
Pd	Palmyra gravelly loam, sloping	16.4	23.5%
Sc	Schoharie silt loam, undulating	10.4	14.8%
Sd	Schoharie silty clay loam, eroded, gently rolling	7.9	11.2%
Totals for Area of Interest		70.1	100.0%

Soil Table for Parcel #6-For reference only!



# Genesee River Valley Land

**Parcel #7:** Approximately 315.2 acres. Portions of tax parcels #23.-1-21.1 and #14.-1-17 located on the West side of Lacey Road. Parcel has approximately 3,415' of frontage on Lacey Road. Approximately 103 tillable acres featuring Palmyra and Ontario loams. **\$50,000 deposit.**



Soil Map of Parcel #7-For reference only!



# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #7

## Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ea	Edwards muck	74.1	23.8%
Fa	Farmington loam, ledgy, gently sloping	28.7	9.2%
Fb	Farmington loam, nearly level and gently sloping	6.6	2.1%
Fd	Rhinebeck and Madalin silt loams, 0 to 3 percent slopes	4.5	1.5%
Gc	Gravel pits	1.6	0.5%
Ka	Kendaia silt loam, 0 to 3 percent slopes	30.6	9.8%
Lo	Lyons soils, 0 to 3 percent slopes	6.2	2.0%
OI	Ontario loam, gently sloping	28.0	9.0%
Op	Ontario loam, sloping	10.8	3.5%
Pa	Palmyra fine sandy loam, nearly level	5.6	1.8%
Pc	Palmyra gravelly loam, nearly level	65.6	21.1%
Sd	Schoharie silty clay loam, eroded, gently rolling	0.3	0.1%
Ss	Steep Palmyra and Howard soils, undifferentiated	30.5	9.8%
Wc	Wayland silty clay loam	18.1	5.8%
Totals for Area of Interest		311.3	100.0%

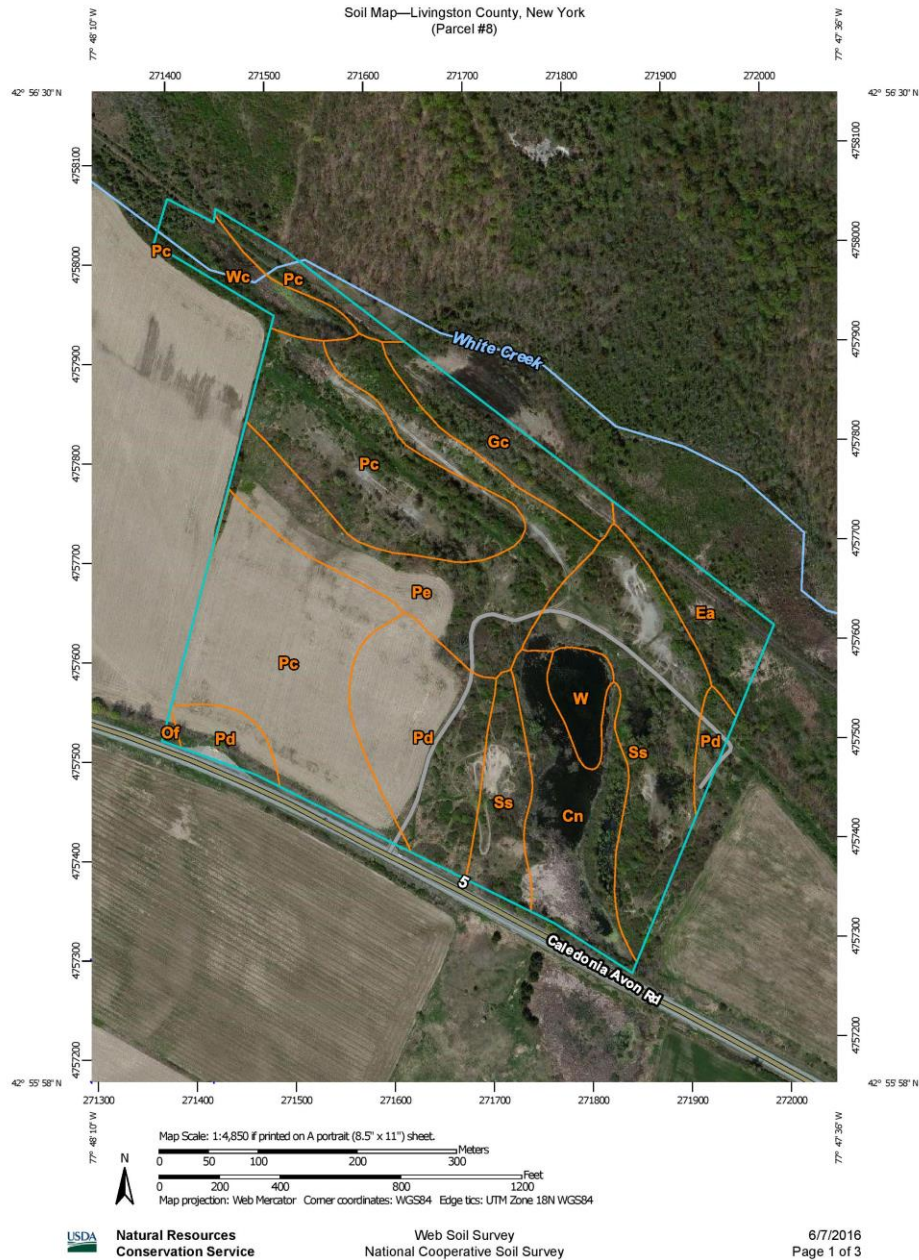
Soil Table for Parcel #7-For reference only!





# Genesee River Valley Land

Parcel #8: Approximately 60 acres. Tax parcels #23.-1-26, #23.-1-29.1 and portion of tax parcel #23.-1-21.1. Located on the North side of NYS Route 20/Caledonia-Avon Road. Parcel has approximately 1,805' of frontage on NYS Route 5/Caledonia-Avon Road. Approximately 15.5 tillable acres of Palmyra loam. **\$15,000 deposit.**



Soil Map of Parcel #8-For reference only!



# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #8

## Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cn	Carlisle muck	5.5	9.0%
Ea	Edwards muck	2.6	4.2%
Gc	Gravel pits	3.0	4.8%
Of	Ontario fine sandy loam, gently sloping	0.1	0.1%
Pc	Palmyra gravelly loam, nearly level	18.7	30.5%
Pd	Palmyra gravelly loam, sloping	8.3	13.5%
Pe	Palmyra soils, undifferentiated, hilly	9.0	14.6%
Ss	Steep Palmyra and Howard soils, undifferentiated	10.7	17.4%
W	Water	1.3	2.2%
Wc	Wayland silty clay loam	2.2	3.7%
Totals for Area of Interest		61.3	100.0%

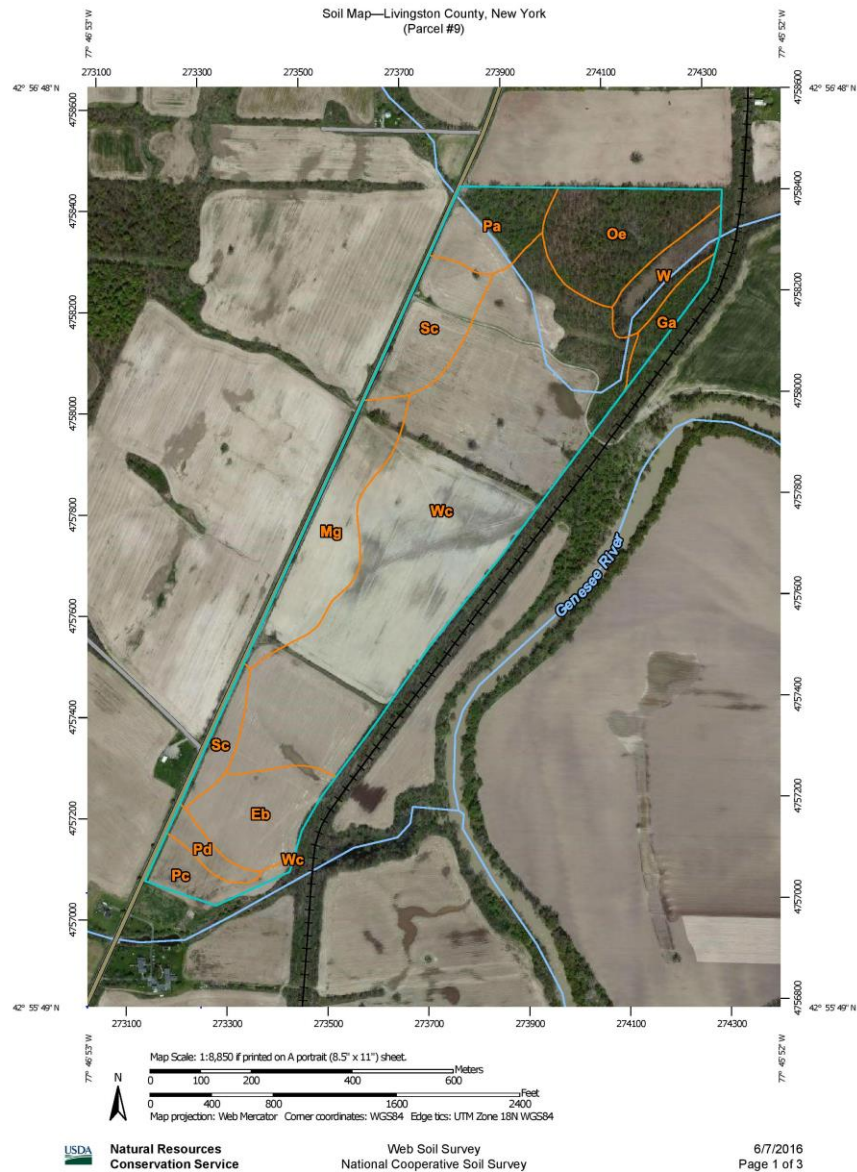
Soil Table for Parcel #8-For reference only!



# Genesee River Valley Land

## ANDAYHON FARM EAST:-Mineral rights NOT included.

Parcel #9: Approximately 141 acres. Tax parcel #23.-1-22.113. Located on the East side of West River Road. Parcel has approximately 5,060' of frontage on West River Road. Approximately 104.5 tillable acres featuring Wayland, Schoharie, Palmyra, Mentor and Eel soils. **\$50,000 deposit.**



Soil Map of Parcel #9-For reference only!





# Genesee River Valley Land

Soil Map—Livingston County, New York

Parcel #9

## Map Unit Legend

Livingston County, New York (NY051)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Eb	Eel silt loam	9.7	6.7%
Ga	Genesee fine sandy loam	2.7	1.9%
Mg	Mentor fine sandy loam	13.5	9.3%
Oe	Odessa silt loam, very gently sloping	13.0	9.0%
Pa	Palmyra fine sandy loam, nearly level	7.4	5.1%
Pc	Palmyra gravelly loam, nearly level	3.7	2.6%
Pd	Palmyra gravelly loam, sloping	2.1	1.5%
Sc	Schoharie silt loam, undulating	12.0	8.3%
W	Water	5.0	3.4%
Wc	Wayland silty clay loam	75.5	52.2%
Totals for Area of Interest		144.5	100.0%

Soil Table for Parcel #9-For reference only!



# Genesee River Valley Land

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

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

1. **PROPERTY DESCRIPTION:** Property located in the Town of Caledonia, 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) # \_\_\_\_\_
  - b. Property sells as per deed description. Seller shall not provide any instrument survey. If the buy chooses to have an instrument survey it is solely at the Buyer's expense.
  - 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 Livingston County Clerk's Office on or before the 1st day of December, 2016.
6. **BUYER'S POSSESSION OF PROPERTY:** Current tenants shall have until December 31, 2016 to harvest currently planted crops. Buyer shall be entitled to possession of the improvements of the Premises upon closing with the exception of the grain bins. The current tenant shall have until May 31<sup>st</sup>, 2017 to sell and/or remove all harvested grains located on the property at which time the buyer shall gain possession of the bins. Buyer shall be entitled to possession of tillable portions on January 1<sup>st</sup> 2017.
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.



# Genesee River Valley Land

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.
13. **LIFE OF OFFER:** This offer may be accepted by Seller at any time up to Thursday September 8<sup>th</sup>, 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** \_\_\_\_\_

