



Auction Address: 11780 State Rt 26, Ava NY,
13303

Auction Date: 9/24/24 @ 7PM



Bid Agreement Form

- All bidders are required to register prior to the auction at www.adkauctions.com, complete an internet bidding packet, supply proof of funds or a pre-approval/pre-qualification letter, tender a deposit of \$1,500 in cash, wire transfer or guaranteed funds made payable to Good Morning Realty, Inc. and deliver/mail to Adirondack Asset Auctions, 3132 Main Street, Constableville, NY 13325. In the event of a successful bid, bidder approves applying said funds toward the 10% buyer's premium down payment. Auctioneer reserves the right to decline registration if forms are not completed.
- I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction.
- I understand that by bidding, I am making an enforceable offer to contract for the item(s) bid, and I am agreeing to buy what I bid on in an "AS IS, WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of sale contained or referenced in this document and the complete bid package. If I do not comply with these requirements, my bid will be rejected. If I fail to honor the purchase, fail to close, or otherwise breach any written contract, I acknowledge that I will forfeit my deposit and the Seller may pursue legal action for specific performance of the contract.
- I CERTIFY THAT I HAVE PERSONALLY INSPECTED THE PROPERTY AND THAT THE SELLER, CONSTABLEVILLE AUCTION HALL, LLC WITH LISTING BROKER GOOD MORNING REALTY, INC AND EMPLOYEES MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, SIZE, OR DESCRIPTION OF THE PROPERTY OFFERED, OR ITS FITNESS FOR ANY USE OR PURPOSE.
- Refunds or exchanges are not allowed and will not be considered. By your signature, you are agreeing to purchase the property, if the successful bidder, on an "as is, where is" condition with all faults, whether revealed or not. You also acknowledge that the seller is excluding all implied warranties under the Uniform Commercial Code, or similar laws, including without limitation, the fact that the implied merchantability and fitness are expressly excluded.

- The Seller reserves the right to reject any or all bids and to waive any formalities. Final Bid Price is subject to owner approval.
- I understand that a 10% buyers premium will be added to my final Bid and will be the Contract Price. The Contract Price shall be the winning Bid plus 10% buyers premium.
- Successful Bidders will provide a cashier's check, certified check or money order for 10% of the Contract Price (minus \$1,500 initial deposit) amount made payable to GOOD MORNING REALTY within 72 hours of the conclusion of the Auction. In the event Bidder does not provide the required items, the bid will considered null and void. High bidder agrees that failure to acknowledge the Plain Language Contract to Purchase and/or failure to fund the balance of the ten percent buyer's premium down payment as shall constitute default. In the event of default, bidder's deposit of \$1,500 shall be forfeited.
- I understand that the Owner or Seller may Bid on this property and are responsible for adhering to the same rules as every registered Bidder.
- The Earnest Money funds provided by the successful bidder shall be held in escrow by GOOD MORNING REALTY, INC., as escrow agent, for the mutual benefit of the parties, and shall be disbursed according to the terms of the Purchase Agreement.
- Upon acceptance of the Bid Agreement and Earnest Money, Buyer will enter into a Plain Language Contract to Purchase within 24 hours of the conclusion of the Auction. A sample of the Plain Language Contract to Purchase is available for inspection in the Bid Packet.
- The back-up bidder (the second highest Bidder) agrees that his/her bid shall be kept open until such time as the buyer's premium has been provided to auctioneer/broker by the high bidder. In the event the high bidder fails to provide the buyer's premium, the backup bidder shall become the high bidder and shall be obliged to provide the funds set forth herein upon notification by any means that he or she is now the successful bidder.
- This transaction shall be closed on or about 30 days from the Auction Date, or at such other time as may be mutually agreed in writing.
- The online auction has a soft closing feature, meaning if someone places a Bid on a lot within two minutes of the scheduled end of the auction, the system will extend the clock two minutes to give Bidders time to bid again until no more Bids are placed.

- I CERTIFY THAT I HAVE READ this document carefully and agree to abide by all the terms and conditions contained or referenced herein.

BIDDER (PRINT NAME)

ADDRESS

E-MAIL

BIDDER (SIGNATURE)

DATE

PHONE #

DRIVERS LICENSE #

Tyler McDonald
Auctioneer/NYS Licensed Sales Person
315-397-8010

Listing Broker: Good Morning Realty, Inc.
7556 S State Street, Lowville, NY 13367



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Seller Eric Z Hroboni	7-3-24 Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
Agent Tyler McDonald	_____ Date	_____ Agent	_____ Date

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: 11780 State Route 26, Ava, NY 13303-2250

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

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 disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly 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. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

The aforementioned property IS located in an agricultural district.

The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: Eric Z Hroboni Date: 7-3-24 Purchaser: _____ Date: _____
Eric Z Hroboni

Seller: _____ Date: _____ Purchaser: _____ Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Tyler McDonald (print name of Real Estate Salesperson/
Broker) of Good Morning Realty (print name of Real Estate company, firm or brokerage)

(I)(We) Eric Z Hroboni

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature *Eric Z Hroboni* Date: 7-3-24
Eric Z Hroboni

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



Department of State Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
<https://dos.ny.gov>

Property Condition Disclosure Statement

Name of Seller or Sellers: Eric Z Hroboni

Property Address: 11780 State Route 26 Ava NY 13303-2250

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

1. How long have you owned the property? 23 yrs

2. How long have you occupied the property? 23 yrs

3. What is the age of the structure or structures? varied

Note to buyer – If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No Unkn NA

5. Does anybody else claim to own any part of your property? *If yes, explain below* Yes No Unkn NA

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If yes, describe below* Yes No Unkn NA
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* Yes No Unkn NA
9. Are there certificates of occupancy related to the property? *If no, explain below* Yes No Unkn NA

ENVIRONMENTAL

Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a Federal Emergency Management Agency (FEMA) designated floodplain? *If yes, explain below* Yes No Unkn NA
11. Is any or all of the property located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to the Federal Emergency Management Agency's (FEMA's) current flood insurance rate maps for your area? *If yes, explain below*..... Yes No Unkn NA
12. Is any or all of the property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area? *If yes, explain below*..... Yes No Unkn NA
13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? *If yes, explain below*..... Yes No Unkn NA
- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.

Property Condition Disclosure Statement

14. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from the Federal Emergency Management Agency (FEMA), the U.S. Small Business Administration (SBA), or any other federal disaster flood assistance for flood damage to the property? *If yes, explain below*..... Yes No Unkn NA
- For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.
- _____
15. Is there flood insurance on the property? *If yes, attach a copy of the policy*..... Yes No Unkn NA
- A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.
16. Is there a FEMA elevation certificate available for the property?
If yes, attach a copy of the certificate..... Yes No Unkn NA
- An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program (NFIP) to help determine the appropriate flood insurance rating for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.
17. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)? *If yes, explain below*..... Yes No Unkn NA
- _____
18. Is any or all of the property located in a designated wetland? *If yes, explain below* Yes No Unkn NA
- _____
19. Is the property located in an agricultural district? *If yes, explain below* Yes No Unkn NA
- _____
20. Was the property ever the site of a landfill? *If yes, explain below* Yes No Unkn NA
- _____
21. Are there or have there ever been fuel storage tanks above or below the ground on the property? Yes No Unkn NA
- If yes, are they currently in use? Yes No Unkn NA
 - Location(s) _____
 - Are they leaking or have they ever leaked? *If yes, explain below* Yes No Unkn NA
- _____
22. Is there asbestos in the structure? *If yes, state location or locations below* Yes No Unkn NA
- _____
23. Is lead plumbing present? *If yes, state location or locations below* Yes No Unkn NA
- _____
24. Has a radon test been done? *If yes, attach a copy of the report* Yes No Unkn NA
- _____

Property Condition Disclosure Statement

25. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* Yes No Unkn NA

26. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* Yes No Unkn NA

27. Has the property been tested for indoor mold? *If yes, attach a copy of the report*..... Yes No Unkn

STRUCTURAL

28. Is there any rot or water damage to the structure or structures? *If yes, explain below* Yes No Unkn NA

29. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* Yes No Unkn NA

30. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* Yes No Unkn NA

31. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If yes, please attach report(s)* Yes No Unkn NA

32. What is the type of roof/roof covering (slate, asphalt, other)? metal

• Any known material defects? no

• How old is the roof? 6-9 yrs

• Is there a transferable warranty on the roof in effect now? *If yes, explain below* Yes No Unkn NA

33. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If yes, explain below* Yes No Unkn NA

MECHANICAL SYSTEMS AND SERVICES

34. What is the water source? (*Check all that apply*) Well Private Municipal

Other: new well required

• If municipal, is it metered? Yes No Unkn NA

Property Condition Disclosure Statement

35. Has the water quality and/or flow rate been tested? *If yes, describe below* Yes No Unkn NA

36. What is the type of sewage system? (*Check all that apply*) no sewer Public sewer Private sewer

Septic Cesspool

• If septic or cesspool, age?

• Date last pumped?

• Frequency of pumping?

• Any known material defects? *If yes, explain below* Yes No Unkn NA

37. Who is your electric service provider?

Boonville Municiple

• What is the amperage?

200amp

• Does it have circuit breakers or fuses?

Breakers

• Private or public poles?

public

• Any known material defects? *If yes, explain below* Yes No Unkn NA

38. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If yes, state locations and explain below* Yes No Unkn NA

39. Has the structure(s) experienced any water penetration or damage due to seepage or a natural flood event, such as from heavy rainfall, coastal storm surge, tidal inundation or river overflow? *If yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

Are there any known material defects in any of the following? *If yes, explain below. Use additional sheets if necessary.*

- 40. Plumbing system? Yes No Unkn NA
- 41. Security system? Yes No Unkn NA
- 42. Carbon monoxide detector? Yes No Unkn NA
- 43. Smoke detector? Yes No Unkn NA
- 44. Fire sprinkler system? Yes No Unkn NA
- 45. Sump pump? Yes No Unkn NA
- 46. Foundation/slab? Yes No Unkn NA
- 47. Interior walls/ceilings? Yes No Unkn NA
- 48. Exterior walls or siding? Yes No Unkn NA
- 49. Floors? Yes No Unkn NA
- 50. Chimney/fireplace or stove? Yes No Unkn NA
- 51. Patio/deck? Yes No Unkn NA
- 52. Driveway? Yes No Unkn NA
- 53. Air conditioner? Yes No Unkn NA
- 54. Heating system? Yes No Unkn NA
- 55. Hot water heater? Yes No Unkn NA

56. The property is located in the following school district Adirondack Central

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and FEMA's current flood insurance rate maps and elevation certificates).

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

Property Condition Disclosure Statement

SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature
X Eric Z Hroboni
Eric Z Hroboni

Date 7-3-24

Seller's Signature
X _____

Date _____

BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature
X _____

Date _____

Buyer's Signature
X _____

Date _____