

THE CABIN AT OAK RIDGE

\$349,900

55 ACRES

ULSTER COUNTY

534 OAK RIDGE RD.

ELLENVILLE, NY 12428



Quaint Rustic Cabin

750 Sq Ft

1 Bedroom, 1 Bathroom, & Loft

Town maintained road

New siding and windows

Well & Septic

Electricity

55 acres of incredibly private lush woods

Babbling stream

Old stone walls







Terms of Sale for 533 Oak Ridge Road, Ellenville, NY

- 1) 10% deposit is required with offer
 - Personal/Bank/Certified check is acceptable made out to Regan & Zwickel PLLC
 - Deposit may be wired to the above firm no later than 3 pm on May 19th
- 2) A Sales Agreement must be signed by all parties involved in the purchase on the day of the sale
- 3) If using NYL&L financing, Purchaser must be pre-qualified prior to sale day. A MINIMUM of 25% down is required with good credit
- 4) NO Offers will be accepted on the day of the sale. All offers will be evaluated on Monday following the sale day. The Seller is entitled to accept or reject any and all offers regardless of purchase price or financing requirements
- 5) Purchaser must be physically present to inspect the property in order to submit an offer
- 6) If multiple offers are received that are identical in price and terms, the Seller may ask those prospective purchasers to put forth their highest and best offer which may be more than the asking price
- 7) Purchaser must agree to a closing of not more than thirty days from the date of the sale
- 8) Purchaser will acknowledge in the Sales Agreement that the property and its improvements are being purchased in "AS IS" condition





OAK RIDGE VITAL INFORMATION STATEMENT

At New York Land & Lakes, we believe in exceptional customer service and well-informed customers, so we have compiled this Vital Information Statement as a service to our customers to provide important information pertaining to the property they are purchasing.

The following pages contain vital information which will be essential to the landowner if he/she wishes to further develop this property. This document should be retained, along with the other legal documents associated with the purchase of this property, for future reference.

DATE: May 6, 2025

New York Land & Lakes Development, LLC (Seller)
155 Main Street, Suite D
Oneonta, New York 13820
607-353-8068
Info@NewYorkLandandLakes.com

PROPERTY LOCATION

This property is located on Oak Ridge Road. The township is Wawarsing and the County is Ulster. This property is identified as parcel number three (3) as shown on the survey map attached hereto as Attachment #2 known as Oak Ridge Subdivision. This property meets all legal requirements such as size, suitability for on-site sewage disposal and water supply that are currently in force and effect and has been approved by the Town of Wawarsing Planning Board.

AVAILABILITY OF WATER AND APPROXIMATE COST

This property is not served by a municipal water system at this time. Potable drinking water is obtained through on-site wells installed at Buyer's expense at the time he/she wishes to build. A well permit is not required from the Town of Wawarsing. The average estimated well depth is 200-300 feet. This will vary from parcel to parcel. Alfalfa's Wells & Pumps is one contractor who installs water wells in the area. They can be reached at 845-744-6053. Approximate cost for a well is \$8,000 - \$12,000 depending on how deep you will need to drill to find water.

AVAILABILITY OF SEWAGE DISPOSAL AND APPROXIMATE COST

This parcel is not currently served by a municipal wastewater treatment system. ***The structure located on Lot 3 is currently connected to a wastewater treatment system and is being sold in "AS-IS" condition. NY Land & Lakes makes no representations as to the structural viability, the plumbing, and any sewer and/or water facilities appurtenant thereto.***

Wastewater generated from a home built on this property must be treated through an on-site sewage disposal system installed by the property owner. A permit from the Ulster County Department of Health (UCDOH) is required before a septic system can be installed and must be obtained before a building permit can be issued. Contact the UCDOH at 845-340-3010 for details. Based upon soil tests performed by a licensed professional engineer, retained by New York Land & Lakes Dev., LLC this parcel will support an on-site sewage disposal system in the location shown on the plans attached hereto. Prior to the issuance of a new septic permit, the landowner will have to perform a new soil test and submit a design of his/her proposed sewage disposal system to the individual named above at the time he/she wishes to build. The approximate cost for a sewage disposal system is \$8,000 - \$18,000, depending on the type of system required. Some area suppliers are Woodburn Lawn and Garden 845-434-6628 and H. Osterhoudt Excavating 845-647-9084. Before excavating anywhere on your property, it is advisable to call U.F.P.O. for the location of any telephone or electrical cable which might be buried beneath the property. U.F.P.O. can be reached at (800) 962-7962.

SURVEY & PROPERTY BOUNDARIES

A field survey of this parcel was recently performed by Lawson Surveying & Mapping located in Oneonta, NY. A reduced version of this survey is made a part hereof as Attachment 2. A full copy signed by the surveyor will be provided to Buyer at closing. The boundaries of this property are clearly marked at all corners with iron re-bar and the lot lines are flagged with brightly colored surveyor's flagging tape.

AVAILABILITY OF ELECTRIC SERVICE

Electricity and telephone service lines currently run across the front of all the properties except those on Van Keuren Road. The electricity provider will typically provide five hundred feet of service up a municipal highway and a service drop of approximately one hundred feet to a new homesite at no cost. The costs associated with building a line beyond that distance would be the responsibility of the landowner. Electric service to a new home can be installed either above ground or underground depending on the landowner's preference. Electric Service is available from Central Hudson. They can be reached by calling 800-527-2714.

AVAILABILITY OF TELEPHONE SERVICE

Landline telephone service is provided by Spectrum. They can be reached by calling (866)874-2389.

AVAILABILITY OF INTERNET SERVICE

Internet service is provided by Spectrum. Starlink is another option for high-speed internet service. Go to www.Starlink.com to order.

TAXES

Taxes for the year 2025 were \$3,800. The Town of Wawarsing and the County of Ulster are the taxing authorities for this property. The School taxes are collected by the Ellenville Central School district. Town Assessor is Renee Ozomek. The assessor can be reached by calling 845-647-7800 ext 240.

ACCESS and ROAD MAINTENANCE

This property is located on year-round roads owned and maintained on a year-round basis by the Town of Wawarsing. The Town Highway Superintendent is Tony Paes. His phone number is 845-647-6890.

BUILDING PERMITS and LAND USE REQUIREMENTS:

If a landowner wishes to build on this property, a building permit will be required from the Town of Wawarsing Code Enforcement Office. The costs and requirements will depend on the size and cost of the building project. Contact the Codes Enforcement Office at 845-647-7800. for questions regarding building and septic permits. The Town of Wawarsing has approved the construction of one single family dwelling on each of the lots within the Oak Ridge Subdivision. The approved dwelling locations are shown on the plans attached hereto. If the property owner wishes to build on his/her lot in a location other than the approved site shown on the plans attached hereto, he/she will be required to go before the Town of Wawarsing Planning Board for an approval of the new building location.

TITLE, EASEMENTS, RESTRICTIONS and COVENANTS

This property is being conveyed free and clear of liens, back taxes, encroachments, special assessments, restrictions, reservations, and easements other than standard utility easements of record and those listed here:

- 1) For as long as any portion of the property is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. There are wetlands on lots 1, 3, 4, 5, 7, 9, 10 & 14. Wetland areas are shown on the plans attached hereto as Attachment #2.
- 2) Lot 3 will contain a fifty (50) foot right of way for ingress and egress in favor of Vanessa Solomon, a neighboring property owner to the east of lot 3. This right of way is shown on the plans attached hereto as Attachment #2.
- 3) The building on lot 3 is being sold in "AS-IS" condition. NY Land & Lakes makes no representations as to the structural viability, the plumbing, and any sewer and/or water facilities appurtenant thereto.

DEED OF CONVEYANCE

This property will be transferred by Warranty Deed which is the highest form of ownership available. This form of deed protects the Buyer against future title claims such as back taxes or liens.

CUSTOMER SERVICE

A customer service representative will be available to me for questions regarding the property. The number is 607-353-8068.

I have personally inspected the property being purchased by me and understand there are no promises for future improvements or future value except as expressly stated in the Deposit Receipt and Sales Agreement. Furthermore, I understand and acknowledge the preceding information has been prepared with reasonable diligence by the Seller, based on information currently available, and that such information may be subject to future change in costs or regulatory issues.

- ATTACHMENTS:
1. Title letter from Attorney Charles Zwickel, Esq.
 2. Survey map

BROWN, KELLEHER & ZWICKEL, L.L.P.

ATTORNEYS AT LAW
370 MAIN STREET
CATSKILL, NEW YORK 12414

KEVIN M. KELLEHER
CHARLES ZWICKEL

TELEPHONE: (518) 943-1111
FACSIMILE: (518) 943-4549

WINDHAM OFFICE
Telephone: (518) 734-3800

Victoria Regan, Associate

Charles J. Brown (1979-2011)

February 1, 2023

Mr. Robert E. Lesperence, Managing Member
New York Land & Lakes Development, LLC
155 Main Street - Suite D
Oneonta, New York 13820

Re: New York Land & Lakes Development, LLC
Oak Ridge Subdivision, Town of Warwarsing,
County of Ulster, New York

Dear Mr. Lesperence:

I have had performed an independent title search of the above referenced property and after a thorough review of the same, I find that there are no back taxes, liens or encumbrances which would prohibit the sale of this property by New York Land & Lakes Development, LLC or the future sale of this property by any purchaser from New York Land & Lakes Development, LLC.

The title to this property will be insured by Westcor Land Title Insurance Company.

Please call if you have any questions in regard hereto.

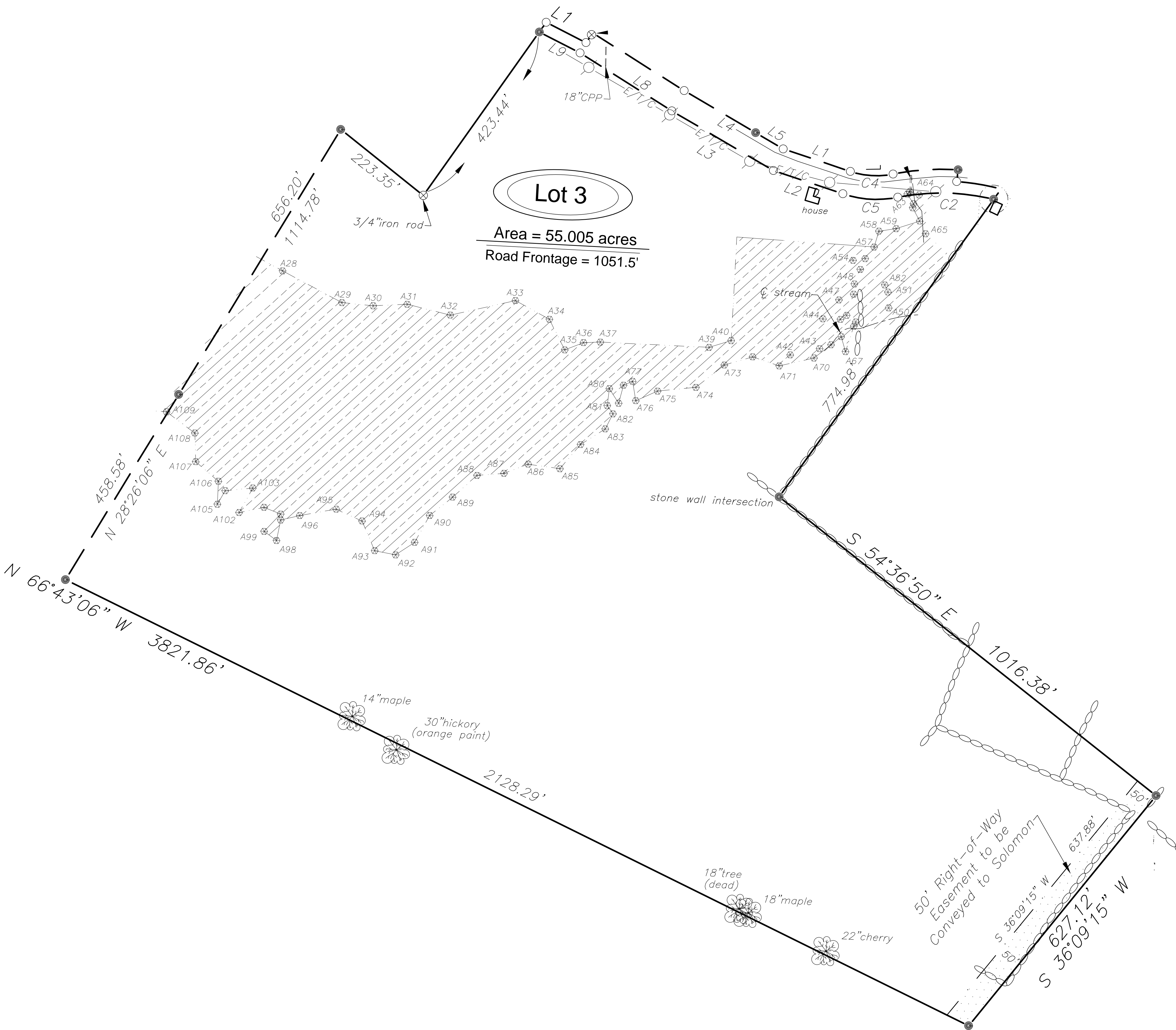
Very truly yours,

BROWN, KELLEHER & ZWICKEL, L.L.P.

BY:


Charles Zwickel

CZ/ss



www.NewYorkLandandLakes.com

Subdivider:

Final Subdivision Plat
Oak Ridge Subdivision
Req.: New York Land & Lakes Development, LLC

Premises of
New York Land & Lakes Development, LLC

Instrument Number: 2021-15648
Town of Wawarsing, County of Ulster and State of New York

LEGEND	
	5/8" Iron Rod Set, Capped "Lawson 050086" Evidence Found, Labeled
	5/8" Iron Rod & Cap Found "MNT SURVEY 744-3620"
	Direction Change
	Stone Wall
	Boundary Line
	New Division Line
	Deed Line
	County Tax Parcel Line
	Wetland Delineation Line (See Survey Note #8)
	Wetland Area (See Survey Note #8)
	Wetland Flag & Designation
	Utility Line, Electric/Telephone/Cable T.V.
	Utility Pole
	Guy Anchor
	Measured/Record Distance
	Corrugated Metal Pipe
	Deciduous Tree with Wire Fence Remnants
Lot 7	Lot Numbers per Map Reference #1
90.2-2-7	County Tax Map Parcel I.D. Number
Lot 1	New Parcel - This Subdivision



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: New York Land & Lakes Development, LLC

Property Address: 534 Oak Ridge Road,
Ellenville, NY 12428

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:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- 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

- How long have you owned the property? 60 days
- How long have you occupied the property? Never occupied
- What is the age of the structure or structures? Unknown
Note to buyer – If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- 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
- Does anybody else claim to own any part of your property? *If yes, explain below* ☐ Yes ☒ No ☐ Unkn ☐ NA

- 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 home-owner'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 home-owner 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
NY State Freshwater Wetlands present (see plat map)
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?
• 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)? Asphalt shingles
- Any known material defects? no
- How old is the roof? unknown
- 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: _____
- 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)* ☐ Public sewer ☐ Private sewer
☒ Septic ☐ Cesspool
• If septic or cesspool, age? Unknown
• Date last pumped? Unknown
• Frequency of pumping? Unknown
• Any known material defects? *If yes, explain below* ☐ Yes ☒ No ☐ Unkn ☐ NA

37. Who is your electric service provider? Central Hudson Gas & Elec
• What is the amperage? 100 AMP
• 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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 41. Security system? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 42. Carbon monoxide detector? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 43. Smoke detector? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 44. Fire sprinkler system? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 45. Sump pump? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 46. Foundation/slab? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 47. Interior walls/ceilings? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 48. Exterior walls or siding? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 49. Floors? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 50. Chimney/fireplace or stove? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 51. Patio/deck? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 52. Driveway? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 53. Air conditioner? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unkn | <input checked="" type="checkbox"/> NA |
| 54. Heating system? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |
| 55. Hot water heater? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unkn | <input type="checkbox"/> NA |

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

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_____

*Date*_____

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*_____

AGREEMENT OF SALE

1) **SELLER:** New York Land & Lakes Development, LLC., 155 Main Street., Suite D, Oneonta, New York 13820. Phone: (607) 353-8070

2) **BUYER(S):** _____

Whose mailing address is: _____

Email address: _____

Phone: home () _____ work () _____ cell () _____

3) **PROPERTY TO BE SOLD/PURCHASED:** The property which the Seller is agreeing to sell and which the Buyer is agreeing to purchase is known as lot(s) _____ located in the _____ subdivision, situated in the Town of _____ County of _____, State of New York being _____ acres, as surveyed by _____.

4) **PURCHASE PRICE/DEPOSIT:**

The price is _____ DOLLARS \$ _____
to be paid as follows:

a. Deposit herewith payable to **Regan & Zwickel, PLLC** (to be held in an Attorney IOLA Account)\$ _____

b. Amount to be paid at closing (certified or cashier's check only)\$ _____

c. Amount financed\$ _____

5) **CLOSING:** Closing shall be held on or before _____ at the office of Seller's attorney, Regan & Zwickel, PLLC, 410 Main St, Catskill, NY 12414. **TIME BEING OF THE ESSENCE.** For cash deals only, Buyer may elect to close by mail at Seller's discretion for an additional fee of \$350.00 plus costs.

6) **FINANCING:** This contract is contingent upon Buyer obtaining approval of a mortgage loan from Pinefield Financial Services, Inc. in the amount of \$ _____ for a term of _____ years at an interest rate of _____ % per year (fixed). Buyers agree to use diligent and good faith efforts to obtain said approval. Buyer has three (3) business days from the date of Buyer's signing of this contract to obtain approval for said loan. If Buyer cannot obtain said approval, then Seller, at its option, may cancel this contract by notifying the other in writing, whereupon this contract shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Buyer.

7) **BROKER:** Buyer understands that Seller is a principal and not acting as a broker.

8) **LIQUIDATED DAMAGES:** In the event Buyer shall fail to pay the balance of the purchase price or complete said purchase as herein provided, the amounts paid herein shall, at the option of the Seller, be retained as liquidated damages and the parties agree the same are a reasonable approximation of the damages to be incurred by Seller and shall not be deemed a penalty.

9) **TITLE:** If Seller is unable to transfer title to Buyer in accordance with this contract, the Seller's sole liability shall be to refund Buyer's deposit and the contract shall be deemed cancelled, null and void and of no force and effect. In the event the title to said property shall not prove insurable by Windham Abstract Corporation, a Westcor Land Title Insurance Company Agent and said Seller shall not perfect or be able to perfect the same within a reasonable time from this date, then either party shall have the option of canceling the contract and if so cancelled, the Buyer shall have his deposit refunded and both parties shall be released from all obligations hereunder.

10) **FORM OF DEED AND CLOSING COSTS:** Seller shall grant title by Warranty deed to be furnished by the Seller and delivered to Buyer at closing of title free and clear of all liens & encumbrances. Buyer is to pay all closing costs, including recording fees, document preparation fees, mortgage tax and transfer tax. Seller's attorney shall prepare all required documents for closing. The aforementioned are estimated to cost \$ _____.

11) **TAX AND POA DUES ADJUSTMENTS:** Real estate taxes and Property Owners' Association assessments, if any, shall be pro-rated at closing and in accordance with local real estate practices. If the property referenced in paragraph 3 above has not been assigned a new tax assessment before the next tax year following closing of title, Seller shall pay the current tax bill and Buyer agrees to reimburse Seller for their portion of said bill.

12) **TITLE INSURANCE:** If Seller is arranging financing, Buyer shall purchase a mortgagee's policy of title insurance on behalf of Seller from Seller's approved title insurance carrier. In the event Buyer desires an Owner's policy of title insurance, Seller shall arrange for the same at Buyer's expense and at New York State approved rates plus ancillary charges at customary local rates. The aforementioned are estimated to cost \$ _____.

13) **PROTECTIVE COVENANTS:** This conveyance may be subject to covenants, restrictions and easements contained in the closing deed which is to be filed in the county clerk's office. Buyer acknowledges receipt of a copy of the Protective Covenants, if any, which are incorporated by reference herein and made a part hereof. Buyer hereby accepts and agrees to said covenants and waives any future right to object to said protective covenants

14) **RECISSION PERIOD:** Buyer has the option to cancel this contract of sale by written notice to the Seller received by midnight of the third day following the date of Buyers signing of the contract.

15) **DOCUMENTS:** Buyer hereby acknowledges receipt of the following document(s):

- a) Landowners' Manual
- b) Property Owners' Association Documents

Buyer's Initials

16) **BUILDABILITY GUARANTEE:** Seller hereby guarantees that the property which is the subject of this Agreement will support an on-site sewage disposal system in accordance with New York State Public Health Law, 201(1)(1) Appendix 75-A in effect as of the date of this Agreement.

17) **FACSIMILE SIGNATURES:** This Agreement of Sale, once executed with original signatures, may have changes and additions made thereto by facsimile or electronic signatures and/or initials and when all parties hereto have so signed and/or initialed any such changes, the changes shall be deemed effective and in full force and effect.

18) **CHANGES TO THIS AGREEMENT OF SALE:** Any changes in the contract names and/or terms of this Agreement, agreed to by Seller, must be made within three days of the date of this Agreement. Any changes agreed to by Seller that are made after three days will cause Buyer to incur additional fees of up to \$500.00.

19) **SPECIAL PROVISIONS:** _____

I have personally inspected the above-described property and agree to purchase said property on the terms and conditions herein stated. Buyer hereby acknowledges receipt of a copy hereof and acknowledges further that he has not received or relied upon any statements or representations by any Sales Representative or other agents of Seller which are not herein expressed. The Buyer's signing is an offer which is not a completed sale until signed by Seller below.

Buyer	SS#	Date	Time
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Buyer	SS#	Date	Time
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Buyer	SS#	Date	Time
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NY Land & Lakes Land Guide	Date
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ACCEPTANCE: The undersigned accepts the foregoing offer and agrees to sell the herein described property for the price and on the terms and conditions herein specified.

Seller: New York Land & Lakes Development, LLC.

By: _____
Robert E. Lesperence
Managing Member

_____ Date

PINEFIELD FINANCIAL SERVICES, INC
LOT LOAN FINANCING TERMS

JANUARY 15TH, 2023

DOWN PAYMENT	7 YEAR	5 YEAR	3 YEAR
25%	8.75%	8.25%	7.75%
35%	8.25%	7.25%	6.75%
50%	7.25%	6.25%	5.75%

All applicants must have a minimum credit score of 700 for 25% down with 7 year term and minimum credit score of 680 for all shorter financing terms.

MAXIMUM TERMS AS FOLLOWS:

Loans \$30,000 and above	7 years
Loans \$29,999 - \$15,000	5 years
Loans less than \$15,000	3 years