



Auction Address: **23725 NYS Rt 342, Watertown, NY 13601**

Auction Date: **4/28/25 @ 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 be 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 #

BID CARD #

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



ADDENDUM FORM
To Purchase and Sale Contract – Utility Surcharges
Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure
Published by and issued for the Jefferson-Lewis Board of REALTORS®, Inc.



SELLER: Enterprises LLC Lwbw BUYER:

PROPERTY: 23725 Rt-342 Evans Mills NY 13637

Check all boxes that are applicable.

- Electric Availability
Utility Surcharge
Agricultural Districts/Farming Activity
Uncapped Natural Gas Well

ELECTRIC AVAILABILITY (circle one)

Seller represents that the above referenced property does/ does not have utility service available to it.

SELLER: Leon Walts BUYER: Enterprises LLC Lwbw/Leon Walts

SELLER: Beverly Walts BUYER:

DATE: 03/17/25 DATE:

UTILITY SURCHARGES

Seller represents that this property is subject to an electric, gas, and/or water utility surcharge specified below. Seller also represents that this property is subject to such other surcharge specified below.

Type: electric gas water other Purpose:
Amount: \$ Payable: monthly yearly other

SELLER: Enterprises LLC Lwbw/Leon Walts BUYER:

SELLER: BUYER:

DATE: DATE:

AGRICULTURAL DISTRICTS/FARMING ACTIVITY DISCLOSURE

Pursuant to Section 310 of the Agricultural and Markets Law, a notice containing the following paragraph must be included in all purchase contracts for property that may be located either partially or wholly within an agricultural district:

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 may lie partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust, and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. PROSPECTIVE PURCHASERS SHOULD CONTACT THE NEW CLARIFICATION REGARDING THEIR RIGHTS AND OBLIGATIONS UNDER ARTICLE 25-AA OF THE AGRICULTURE AND MARKETS LAW.

SELLER: BUYER: Enterprises LLC Lwbw/Leon Walts

SELLER: BUYER:

DATE: DATE:

UNCAPPED NATURAL GAS WELL DISCLOSURE (circle one)

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property. (Section 242(3) of the Real Property Law).

I HAVE/ DON'T HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property. I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

SELLER: BUYER: Enterprises LLC Lwbw/Leon Walts

SELLER: BUYER:

DATE: DATE:

This form has been prepared for the sole use of the Jefferson-Lewis Board of REALTORS®, INC. AND ITS MEMBERS. The Jefferson-Lewis Board of REALTORS®, its members, and its employees assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial, or other advice.



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
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New York State
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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) Enterprises LLC Lwbw

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

Buyer/Tenant/Seller/Landlord Signature  Date: 03/03/25
Enterprises LLC Lwbw/Leon Walts

Buyer/Tenant/Seller/Landlord Signature  Date: 03/17/25
LWBW Enterprises, LLC/Beverly Walts

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

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


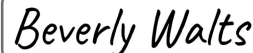

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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.

	03/03/2025		03/17/25
Seller Enterprises LLC lwbw/Leon Walts	Date	Seller	Date
Purchaser	Date		Date
Agent	Date	Agent Tyler McDonald	Date