



Reynolds Auction Company *presents...*
PUBLIC REAL ESTATE AUCTION

Real Estate
Selling Properties with RESERVE
7042 Hawley Road, Village of Red Creek
& 7084 Hawley Road, Town of Wolcott
State of New York

AUCTION: Thursday, March 28, 2019 at 1:00 PM
Registration/Preview at 12:00 PM

Auctioneer

David A. Koeberle, Licensed Real Estate Broker

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Property Description: selling 7042 Hawley Road, Red Creek, NY 13143 and 7084 Hawley Road, Wolcott, NY 14590 to the highest bidder with an opening bid of seven thousand five hundred dollars (\$7,500.00). The properties are classified as residential vacant land and vacant farmland. Property consists of approximately 6 acres of tillable agricultural land with approximately 6 acres wooded area with a small stream running through it. Build a new home, control how close your neighbors are, start a small farm and have hunting ground as well. The opportunities here are endless! You can own this nice piece of property in beautiful Wayne County! **See property bid package for detailed deposit requirements - there is a minimum deposit amount of \$ 3,750.00 or 20% of the purchase price, which ever is greater at time of sale.**

Specific Property Information

Location: 7042 Hawley Road, Village of Red Creek, County of Wayne, State of New York 13143

Tax Map ID #	78118-09-172615	Land Assessment:	\$ 5,500.00
Municipality:	Village of Red Creek	Total Assessment:	\$ 5,500.00
School District:	Red Creek Central	2019 County Taxes:	\$ 43.45
Zoning Code:	01	2019 Town Taxes:	\$ 13.76
Property Class:	Res vac land	2018 School Taxes:	\$ 71.48

Location: 7084 Hawley Road, Town of Wolcott, County of Wayne, State of New York 14590

Tax Map ID #	78118-09-181866	Land Assessment:	\$ 13,600.00
Municipality:	Town of Wolcott	Total Assessment:	\$ 13,600.00
School District:	Red Creek Central	2019 County Taxes:	\$ 105.03
Zoning Code:	AG	2019 Town Taxes:	\$ 46.10
Property Class:	Vac farmland	2019 Wolcott rfp:	\$ 8.64
		2018 School Taxes:	\$ 176.77

TAX MAPS



PHOTOS



Auction Terms & Conditions

1. **METHOD OF SALE:** Auction with Reserve or Confirmation. This is a reserve Single Session auction. Once a starting bid of seven thousand five hundred dollars (\$7,500.00) has been received, the property will be sold Absolute Public Auction. Absolute Auction means that the property will be sold to the highest bidder when the condition of price is exceeded. This sale, above the confirmed price, will be complete, according to all stated terms, when the Auctioneer announces that the property is **SOLD**. **A ten (10%) percent Buyers Premium will be added to the final bid amount.**
2. **DEPOSIT:** The successful high bidder will provide as earnest monies via cash, guaranteed funds, personal or business check drawn on a New York State bank an amount of \$3,750.00 or twenty (20%) percent of the sale price, whichever is greater, with the Reynolds Auction Co., Inc. for escrow deposit. Any check drawn on an out of state bank must be accompanied by an Irrevocable Letter of Credit directed to Reynolds Auction Co., Inc. in acceptable form. Said deposit will be first applied to the Buyers Premium with the remainder applied to the purchase price, at closing. **A ten (10%) percent Buyers Premium will be added to the final bid amount.**
3. **FINANCING:** This property is **NOT** being offered **“SUBJECT TO FINANCING.”** Prospective purchasers must prearrange financing prior to auction participation. Full payment to the seller is expected and required at closing.
4. **CLOSING** and property transfer to be on or before thirty days after auction date, time of the essence with payment of the purchase price remainder by certified check or bank cashier's check, drawn on a U.S. Federal Reserve clearing house bank.
5. **CONDITION:** This property is sold "AS IS" without warranties or guarantees, in its present condition and no warranties as to physical condition are made either by the owners, listing Broker or Auctioneer, unless specifically stated herein.
6. **SURVEY:** The Seller will not provide a current property survey.
7. **ADJUSTMENTS AT CLOSING:** Current real property taxes will be prorated and adjusted as of a deed delivery date.
8. **DEED:** At closing, Seller will deliver to the Buyer a Executor Deed with lien covenant giving good and marketable title, free and clear of all encumbrances, but subject to all easements, covenants, conditions, including tenancies and restrictions, if any, zoning, environmental protection and other municipal, federal and state laws and any state of facts which an accurate survey and/or inspection of the property offered might show.

9. **PURCHASE OFFER:** The successful Bidder will be required to sign a legally binding purchase offer upon the completion of the auction.
10. Statements made the day of the auction take precedent over any information contained in this material.
11. The Seller, through their Agent, the Auctioneer, at their option, may recall the property if the successful Bidder fails to comply with all "Terms and Conditions" of this auction. The person failing to comply will, in addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which may result from a resale of the property.
12. The Auctioneer and Seller will remain forever immune from any and all liability concerning any personal injury or property damage occurring before or after the auction, no matter what the cause.
13. The Broker/Auctioneer, Reynolds Auction Co. is the sole Agent for the Seller
14. If you are the winning bidder, in addition to the CONTRACT FOR SALE, you will be required to sign additional forms that may include . . . an agency disclosure statement, a farming activity disclosure, a lead warning statement and a property condition disclosure statement.

END Terms and Conditions



EXAMPLE CONTRACT OF SALE

AGREEMENT made this 28th day of March 2019 between the Mary Helen Hughson, as Executor for the Floyd Donald Neal Estate for the properties known as 7042 Hawley Road, Village of Red Creek (TAX ID 78118-09-172615) and 7084 Hawley Road, Town of Wolcott (Tax ID 78118-00-181866), County of Wayne, State of New York and hereinafter referred to as "Seller" and _____, residing at _____, hereinafter referred to as "Purchaser."

1. **SALE.** For the consideration hereinafter set forth, seller agree to sell and purchaser agrees to buy the real property consisting of 5.0 acres of vacant land located at 7042 Hawley Road, Village of Red Creek (TAX ID 78118-09-172615) and 7.0 acres of vacant land located at 7084 Hawley Road, Town of Wolcott (Tax ID 78118-00-181866), New York, County of Wayne, State of New York as described in attached Exhibit.

2. **PURCHASE PRICE.** The purchase price for such real property is \$ _____ + \$ _____ Buyers Premium with the combined total being \$ _____. The buyer will receive credit at closing for any deposit made hereunder. The balance of the purchase price must be by bank draft or certified check.

3. **CONVEYANCE OF REAL PROPERTY.** Title to such real property will be conveyed to the purchaser by a Executor Deed subject to:

- A. All covenants, easements and restrictions of record affecting the above described premises, if any.
- B. Zoning Ordinances.

4. **ZONING.** The seller makes no representation that the property is in conformity with all current zoning regulations.

5. **TITLE DOCUMENTS.** Sellers will provide the following documents in connection with the sale:

- A. Deed. Sellers will deliver to the purchaser at closing a properly signed and notarized Executor Deed.

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Sellers warrant and represent as follows:

- A. **It is the sole responsibility of the purchaser to determine the legal and/or physical fitness of the property.**
- B. Title to such real property as hereinafter conveyed in paragraph three.

The above warranties and representations will all be construed to apply at the time of closing.

7. OBJECTION TO TITLE. If the purchaser raises a valid written objection to seller's title which means that the title to the property is unmarketable, sellers may cancel this contract by giving prompt written notice of cancellation to the purchaser. Purchaser's deposit will be returned. However, if sellers give written notice within five days that sellers will cure the problem prior to the closing date, then this contract shall continue in force until the closing date subject to sellers performing as promised. If sellers fail to cure the problem(s) within such time, the purchaser will not be obligated to purchase and his deposit will be returned.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS. Sellers will pay the real property transfer tax and the amount required for filing of the Real Property Transfer Gains Tax Affidavit. The purchaser will pay for recording the Deed, filing of the State Board of Real Property Services, Real Property Transfer Report. The following, as applicable, will be prorated and adjusted between the sellers and purchaser as of the date of closing: current taxes computed on a fiscal year basis, excluding any delinquent items; interest and penalty; rent payments; water charges; pure water charges and sewer charges. The seller **will not** provide a real property survey.

9. DAMAGE TO PROPERTY. Risk of loss by damage or destruction to all or a substantial part of the property prior to the closing will be borne by sellers. A "substantial" part of the property will mean any part of the property in excess of 15% of the rental floor area of the property. In the event of such damage or destruction, the purchaser at its option may void this transaction, or elect to consummate this transaction, in which event, sellers right to all insurance proceeds resulting from such damage or destruction will be assigned by sellers to the purchaser. In the event of any lessor damage, this agreement will be consummated and sellers will assign to the purchaser all of its right, title and interest to the proceeds of any insurance payments resulting from such damage or destruction.

10. DELIVERY OF POSSESSION. Sellers will deliver possession of the real property to the purchaser on the date of closing in its present physical condition. Sellers will, upon purchasers' request, advise the tenants, if any, of purchasers' acquisition of title. Sellers and purchaser will, between themselves, prorate the utility and transfer the billings.

Closing must be held and title transferred on or before thirty days after auction date, time of the essence. If closing is not held and title transferred by that date, Seller will retain deposit and Buyer will be liable for all of Seller's damage, if the closing does not occur as a result of Seller's fault or inability to deliver title, then Buyers can reject sale and their deposit will be returned.

11. DEPOSIT. The purchaser has deposited ten thousand dollars \$ 3,750.00 or 20% of the selling price, which ever is greater, in the form of _____ with Reynolds Auction Co., Inc. (escrow agent), which deposit is to become a part of the purchase price or returned if not accepted or if this contract thereafter fails to close for any reason not the fault of the purchaser. If the purchaser fails to complete his part of the contract, sellers are allowed to keep the deposit and may also pursue other legal rights it has against the purchaser, including a lawsuit for any real estate broker's commission paid by the sellers.

12. **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties. No representations or promises with respect to the sale and purchase of the real property have been made by sellers or purchaser other than expressly set forth herein.

13. **BINDING EFFECT.** This agreement will become binding upon the distributees, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

By _____
**Mary Helen Hughson, as Executor
Floyd Donald Neal Estate**

By _____
(Buyer Sign/Date)

By _____
(Buyer Sign/Date)

END