

This is a legally binding document. Consult your lawyer if you do not understand any part of it.

OFFER TO PURCHASE REAL PROPERTY

TO THE OWNER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

PROPERTY: (We) agree to purchase the following property situated in the Town of Lyme and Village of Chaumont, County of Jefferson, State of New York known as
**PART OF TAX MAP NO. 61.51-1-42.1
East Main Street, Chaumont, New York**

(for a more detailed description of the property reference is hereby made to the deed thereof) The property is conveyed “AS IS”. No warranty is made as to the condition of the same.

Purchase Price: FOUR HUNDRED EIGHTY THOUSAND
(\$480,000.00)

Deposit:

Balance: 1. DUE AT TIME OF CLOSING

Contingencies: This offer is contingent upon subdivision approval which subdivision shall be paid for by the Buyers.

This offer is contingent upon the Town of Lyme getting financial approval under the Local Financing Law.

This offer is contingent upon the Seller providing clear title to the premises.

Search, Taxes, Easements, Restrictions, Zoning, Etc. You are to deliver to my attorney, or me at least five (5) days before closing, a Forty-year Abstract of Title and ten (10) year search or tax receipts showing the free and clear of all liens and encumbrances, except as herein set forth, and except building and use restrictions, pole and wire easements of record, and subject to zoning ordinances, and to any taxes for local improvements not now completed.

Closing: Transfer is to be completed at the office of HRABCHAK & GEBO, P.C. on or before AUGUST 1, 2018 or as soon thereafter as the abstracts can be brought to date.

Deed: At the time the Offer to Purchase is exercised you are to convey to me by **WARRANTY DEED**, good title to the property free of all liens and encumbrances, except as above set forth, subject to rights of tenants, if any.

Survey: A survey will be the responsibility of the Buyers for scheduling and costs associated therewith.

Adjustments: Taxes shall be pro-rated and adjust as of the date of closing.

Possession: Possession of premises shall be delivered on Closing.

Mortgage Expenses: Upon closing, Buyer shall pay any mortgage tax and recording fees. Seller shall pay any transfer tax due.

Assignment: This Contract may not be assigned by the Buyer without the Seller's written consent, which consent shall not be unreasonably withheld.

Risk of Loss: Risk of loss or damage to the property by fire or other causes until the delivery of the deed is assumed by the Seller.

Interpretation: In the event any part of this Agreement shall be determined to be null and void, the remainder of this Agreement shall remain in effect. In the event of any dispute as to interpretation or ambiguity, such interpretation dispute or ambiguity shall be resolved in favor of the rights of the Seller.

Broker: Both parties represent that they have not dealt with any broker with regard to the purchase contemplated by this Agreement and that they know of no real estate brokerage fees which are due.

Persons Bound: This document, when signed by both parties, shall be a binding contract. It shall bind the parties hereto and their estates and assigns, if any. The Contract contains the entire agreement of the parties, and it may not be changed orally. Any modifications will be done and agreed to in writing.

Time to Act: This Offer must be accepted by Purchaser by April 17, 2018 or it shall be considered null and void, unless an agreement is signed by the Seller and Purchaser agreeing to the time extension.

TOWN OF LYME

Dated: _____

SCOTT AUBERTINE, SUPERVISOR

REG SCHWEITZER

CHAUMONT BAY TRADING CO., LLC

By: _____
ANDY WILLIAMS

By: _____
AMY WILLIAMS

ACCEPTANCE

The undersigned hereby accepts this offer, agrees to purchase on the terms and conditions set forth, and agrees to pay NO BROKER the authorized agent, commission.

The deposit made or as much as covers the commission may be applied to payment of any commission.

GEORDIE MAGEE UPHOLSTERY & CANVAS CO., INC.

Dated: _____
