

ENVIRONMENTAL CONCERNS and REAL PROPERTY TAX SERVICES
REAL PROPERTY TAX SERVICES AGENDA
LAST CHANCE MEETING
JULY 11, 2022

COMMITTEE MEMBERS: Supervisors McDevitt, Dickinson, Geraci, Braymer, Runyon, Seeber and Magowan

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request:
Rationale:
- IV. Discussion Items:
 1. Last Chance meeting – parcel discussions
 2. Extensions granted by the Treasurer
- V. Referrals/Pending Items: None.
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

Attachments: Last chance meeting request forms
Extensions from the Treasurer

LAST CHANCE MEETING

Taxpayer: Sheila Edwards
Town: Lake George Village
Tax Map #: 251.18-4-62
Description: Cottages
Acreage: 75 X 200

Outstanding Taxes Due (July):	year <u>2020</u> amount <u>\$4,826.21</u>	AUGUST <u>\$4,861.29</u>
	year <u>2021</u> amount <u>\$4,014.19</u>	<u>\$4,048.21</u>
	year <u>2022</u> amount <u>\$3,033.29</u>	<u>\$3,061.90</u>
	year _____ amount _____	
	TOTAL DUE: <u>\$11,873.69</u>	<u>\$11,971.40</u>

CURRENT Installment Agreement ("IA"): _____ yes no

a) If yes, tax years in IA: _____

b) Has there been a default on IA: _____ yes _____ no

c) If there has been a default on IA, number of default(s): _____

d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: yes _____ no

a) If yes:

i) Prior IA - Entered On: 8/5/2019 Paid Off 2/28/2022

ii) Tax years included in prior IA: 2017-2019

iii) Was there a default on prior IA: yes _____ no

PAYOFF AMOUNT of IA (July): \$ N/A

25% DOWN PAYMENT if entering IA (July) \$ 2,968.42 (this property only) (August) \$2,992.85
\$ _____ (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: Sheila Edwards
Phone #: 1-646-831-1807
Town: Village of Lake George Parcel ID: 251.18-4-62
Property location: 47 Caldwell Ave, Lake George NY 12845
Description: 417 Cottages
Current Installment Agreement Yes (NO)

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

~~on retirement income. That means that we have to specifically save for arrears of property taxes. I came in to the Treasury Department in January 2022 to inquire about what I needed to pay this year to ensure that we would be in a position to pay the bill. I was informed that I had to pay \$1600 by February 28th and then \$8259 by the end of July 2022. I came in at the end of February and paid the \$1600. I was informed then that I had to pay \$8259 by July 8th. I was told by the Treasurer that I could request an extension to July 31 st. My husband and I thought about it then and there and decided to make the necessary financial sacrifice to pay by the due date of July 8th and informed the Treasurer accordingly.. It was a financial sacrifice we were prepared to make. We were extremely stringent. We came at the middle of June with the \$8259 plus at least a further \$250 for interest only to be told that we had to include this year's taxes bringing the total to \$11775. That is almost \$4000 more. We need more time or some kind of agreement whatever can be done. We have been told that we may not be entitled to another agreement until August. I would appreciate any kind of assistance you can provide in these circumstances.~~

Date: 6-23-2022

Signature: 

LAST CHANCE MEETING

Taxpayer: John & Janice Davis

Town: Johnsburg

Tax Map #: 165.-1-38

Description: 1 Family residence

Acreage: 1.17 acres

Outstanding Taxes Due (July):	year <u>2019</u> amount <u>\$2,782.55</u>	AUGUST <u>\$2,799.65</u>
	year <u>2020</u> amount <u>\$2,339.25</u>	<u>\$2,357.24</u>
	year <u>2021</u> amount <u>\$2,113.96</u>	<u>\$2,131.87</u>
	year <u>2022</u> amount <u>\$1,872.92</u>	<u>\$1,890.59</u>
	TOTAL DUE: <u>\$9,108.68</u>	<u>\$9,179.35</u>

CURRENT Installment Agreement ("IA"): yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: yes no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? yes no

PRIOR Installment Agreements: yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: yes no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (July) \$2,277.17 (this property only) (August) \$2,294.84
\$ _____ (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: John & Janice Davis
Phone #: 1-838-766-5013
Town: Johnsburg Parcel ID: 165.-1-38
Property location: 760 South Johnsburg Rd
Description: 210 one family residence
Current Installment Agreement Yes

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

Hello I reside at 760 South Johnsburg Rd. I am asking for an extension because my house is going on market and my intention is to pay taxes when house is sold. I am currently separated and getting divorced. Also I was working at Fort William Henry - had to take a leave of absence due to health, and have not been able to return. I am currently trying to get disability, I have ongoing medical issues and more tests to be done. John is on disability also. So due to all these circumstances house must go on market. He cannot work and I can't return and have no income as of now.

Thank you for your patience

Date: 6/23/2022 Signature: [Signature]

LAST CHANCE MEETING

3A

Taxpayer: Mildred Lackey Estate / Stanley Lackey Executor

Town: Queensbury

Tax Map #: 278.-1-39

Description: 322 Rural Vacant

Acreage: 70.45 acres

Outstanding Taxes Due (July):	year <u>2020</u> amount <u>\$2,962.62</u>	AUGUST <u>\$2,983.03</u>
	year <u>2021</u> amount <u>\$2,344.34</u>	<u>\$2,364.21</u>
	year <u>2022</u> amount <u>\$2,237.05</u>	<u>\$2,258.15</u>
	year _____ amount _____	
	TOTAL DUE:	<u>\$7,544.01</u>

CURRENT Installment Agreement ("IA"): _____ yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ _____ (this property only)
 \$ 3,646.67 (includes other properties)
 (July) \$ 3,617.56 (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: Mildred Lackey Estate / Stanley Lackey Executor
 Phone #: 518-585-4417
 Town: Queensbury Parcel ID: 278.-1-39
 Property location: 605 State Route 149
 Description: 322 Rural Vacant
 Current Installment Agreement Yes No

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

The four parcels which make up the Lackey Family Estate have been in our family for scores of years. Therefore taxes have been paid for these many years. Mildred and Ernest Lackey not only made their home here, but they raised six children, who helped work the land, and in fact supplied some of the local restaurants with corn and such. However, in recent years, as the heirs have aged, it has become increasingly difficult to pay the taxes, but even more difficult for some to think of losing it. There are those who have wanted to sell, and those who have not. When we had a tax debt accumulating about three years ago, Barbara Hay paid all the back taxes because she could not bear the losing it. When I received the notice of foreclosure in March, I began reaching out to the heirs, but did not hear back from some until May, at which time we were able to agree on listing the property for sale with Casey King. We have had some interested buyers, but need more time for it to be on the market. We have listed it below the county assessment. I am requesting, on behalf of the heirs, a grace period until the end of August, which would give us an opportunity to sell the property or to come up with a way to pay the 25% required to begin the installment agreement. I shall produce proof of active listings and offers upon request.

Date: July 7, 2022 Signature: Cherie Sammis

LAST CHANCE MEETING

3B

Taxpayer: Mildred Lackey Estate / Stanley Lackey Executor

Town: Queensbury

Tax Map #: 278.-1-40

Description: 311 Residential vacant land

Acreage: 3.62 acres

Outstanding Taxes Due (July):	year <u>2020</u> amount <u>\$1,421.04</u>	AUGUST <u>\$1,430.33</u>
	year <u>2021</u> amount <u>\$1,067.19</u>	<u>\$1,076.24</u>
	year <u>2022</u> amount <u>\$1,115.00</u>	<u>\$1,104.58</u>
	year _____ amount _____	
	TOTAL DUE: <u>\$3,621.57</u>	<u>\$3,592.81</u>

CURRENT Installment Agreement ("IA"): _____ yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ _____ (this property only)
 (August) \$ 3,646.67 (includes other properties)
 (July) \$ 3,617.56 (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: Mildred Lackey Estate / Stanley Lackey Executor

Phone #: 518-585-4417

Town: Queensbury

Parcel ID: 278.-1-40

Property location: State Route 149

Description: 311 Residential Vacant land

Current Installment Agreement Yes No

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

Lined area for providing hardship documentation.

Date: _____ Signature: _____

LAST CHANCE MEETING

3C

Taxpayer: Mildred Lackey Estate / Stanley Lackey Executor

Town: Queensbury

Tax Map #: 278.-1-54

Description: 910 Private forest

Acreage: 28.59 acres

Outstanding Taxes Due (July):	year <u>2020</u> amount <u>\$681.27</u>	AUGUST <u>\$685.64</u>
	year <u>2021</u> amount <u>\$502.03</u>	<u>\$506.29</u>
	year <u>2022</u> amount <u>\$442.95</u>	<u>\$447.13</u>
	year _____ amount _____	
	TOTAL DUE: <u>\$1,626.25</u>	<u>\$1,639.06</u>

CURRENT Installment Agreement ("IA"): _____ yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ _____ (this property only)
 (August) \$ 3,646.67 (includes other properties)
 (July) \$ 3,617.56 (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING

3D

Taxpayer: Mildred Lackey Estate / Stanley Lackey Executor

Town: Queensbury

Tax Map #: 278.-1-55

Description: 910 Private forest

Acreage: 48.56 acres

Outstanding Taxes Due (July):	year <u>2020</u> amount <u>\$711.67</u>	AUGUST <u>\$716.27</u>
	year <u>2021</u> amount <u>\$528.88</u>	<u>\$533.36</u>
	year <u>2022</u> amount <u>\$466.63</u>	<u>\$466.63</u>
	year _____ amount _____	
	TOTAL DUE: <u>\$1,720.67</u>	<u>\$1,707.18</u>

CURRENT Installment Agreement ("IA"): _____ yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ _____ (this property only)
 (August) \$ 3,646.67 (includes other properties)
 (July) \$ 3,617.56 (includes other properties)

Committee's recommendation: _____

GLOBAL MLS, Inc.

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

As this is a legally binding contract, it is recommended you consult an Attorney before signing.

Listing Office: Julie & Co Realty

SELLER: Lackey and others

PROPERTY Address: 605 State Route 149

City: Queensbury State: NY Zip: 12845

1. GRANT OF EXCLUSIVE RIGHT TO SELL

In consideration of the above mentioned Listing Office (herein referred to as BROKER) undertaking to find a Buyer for said PROPERTY, the undersigned SELLER (the word SELLER refers to each and all parties who have an ownership interest in the PROPERTY), grants to the BROKER the sole and exclusive right to sell SELLER'S PROPERTY described above for \$ 299,000 from: 05/23/2022 until and including: 09/23/2022. The SELLER hereby authorizes the BROKER to submit this listing to Global Multiple Listing Service, Inc. (Herein referred to as GMLS) in accordance with the Rules and Regulations of GMLS and to make an offer of cooperation and compensation to all participants in the GMLS and any other cooperating agent authorized under the law to receive a commission and with whom the listing BROKER deems it appropriate to cooperate in the SELLER'S best interest.

2. LOCAL, STATE AND FEDERAL FAIR HOUSING LAWS

It is agreed that this PROPERTY is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, children, sexual orientation, military status or other characteristic protected by law.

3. GLOBAL MLS NOT AGENT

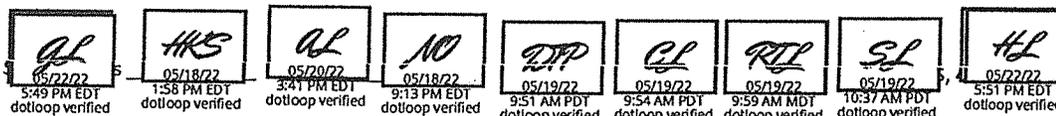
The SELLER understands and agrees that GMLS is not the SELLER's agent and that none of the terms of this agreement shall make it the SELLER's agent

4. USE OF LISTING CONTENT: INTELLECTUAL PROPERTY LICENSE

Unless SELLER delivers to BROKER a written certification, in a form acceptable to BROKER that SELLER does not desire the Listing Content to be disseminated by a multiple listing service, SELLER acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable elements relating to the PROPERTY provided by SELLER to BROKER or Broker's Agent (the "SELLER Listing Content"), or otherwise obtained or produced by BROKER or Broker's Agent in connection with this Agreement (the "Broker Listing Content"), and any other changes to the SELLER Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display and reproduce the SELLER Listing Content, to prepare derivative works of the SELLER Listing Content, and to distribute the SELLER Listing Content or any derivative works thereof. SELLER represents and warrants to BROKER that the SELLER Listing Content, and the license granted to BROKER for the SELLER Listing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER acknowledges and agrees that as between SELLER and BROKER, all Broker Listing Content is owned exclusively by BROKER, and SELLER has no right, title or interest in or to any Broker Listing Content. Data including photographs and sketches relating to SELLER'S PROPERTY may be aggregated with that of other properties listed by participants in GMLS, computer online networks and websites and become copyrighted data pursuant to agreements with the BROKER.

5. POSSESSION OF KEY TO PROPERTY

SELLER understands that providing BROKER with a key and/or use of a lock box to the PROPERTY does not in any way make BROKER, other members of GMLS, GMLS or the Shareholders of GMLS, custodian of said PROPERTY or responsible thereof. SELLER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. For vacant properties, arrangements should be made for third parties to inspect the PROPERTY regularly and report any problems to SELLER. Listing BROKER is not responsible for the condition of the PROPERTY. SELLER agrees to indemnify and hold harmless the Listing BROKER and cooperating



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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal PROPERTY except if caused by the gross negligence of the Listing BROKER or cooperating broker. In the event any claim or action is commenced against the Listing BROKER or a cooperating broker as a result of the Listing BROKER or cooperating broker obeying the lawful instructions of the SELLER, then, and in such event, the SELLER hereby agrees to defend, indemnify and hold harmless the Listing BROKER or cooperating broker in any such claim or action. SELLER shall have the right to select counsel in such event, subject to the approval of the Listing BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

6. SELLER'S AUTHORIZATIONS AND OBLIGATIONS

SELLER grants to BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. BROKER will undertake to provide a ready, willing and able Buyer and to do so will engage in marketing activity which may include advertising, showing of listed premises and/or the conduct of open houses. SELLER consents that said PROPERTY may be shown at any reasonable hour, and agrees to refer any and all inquiries concerning said PROPERTY to BROKER. SELLER understands and hereby authorizes the following in order to facilitate the sale of said PROPERTY:

- the use of a lock box and SELLER accepts responsibility for any damages arising from the use of the lockbox;
- the photographing of the PROPERTY and the use of said photographs in promoting its sale;
- the placement of PROPERTY information on the Internet for marketing purposes;
- the placement of a "For Sale" sign on the PROPERTY.

BROKER may use the Seller listing content and sale or lease price and terms upon closing for Broker Market Evaluation, Networking and Appraisal purposes, and for disclosing to other persons as BROKER may deem desirable, including disclosing the information in computer online property networks and websites. The authorization by SELLER to publish this listing also includes the right of the BROKER to advertise the Seller Listing Content in any medium or media including electronic formats and including but not limited to the Internet.

7. PRESENTATION OF PURCHASE OFFER AND SUBSEQUENT OFFERS (Offers Received After A Contract Has Been Accepted)

SELLER agrees that any offer to purchase/lease the PROPERTY shall be submitted through the Listing BROKER. In the event a cooperating broker requests to be present when the purchase offer/lease is delivered to the SELLER, the SELLER agrees to or denies such request. Once SELLER accepts and signs a written agreement to purchase, Listing BROKER has an obligation to disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. Listing BROKER shall continue to submit to SELLER all offers and counter-offers until closing or execution of a lease unless SELLER waives this obligation in writing. Listing BROKER shall not be obligated to continue to market the PROPERTY after an offer has been accepted by SELLER. SELLER should consult an attorney regarding any subsequent offers because a written agreement for the property may already exist and brokerage commission claims may be involved.

8. BUYER'S MORTGAGE (if Applicable)

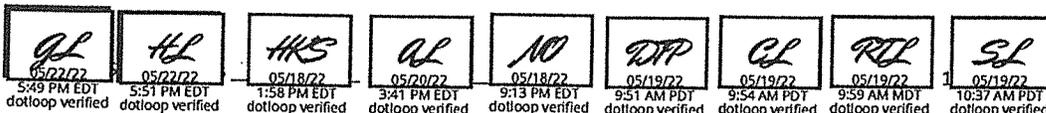
The SELLER agrees to accept a purchase offer contingent for a reasonable period of time, on the Buyer's ability to finance the purchase price by any of the prevailing methods of mortgage financing. Any other type of mortgage loan or financing must be approved by SELLER.

9. APPLICATION OF DEPOSIT

The SELLER authorizes the Listing BROKER to hold any and all deposits made as part of the purchase price in an escrow account until closing or cancellation of the purchase contract with written consent of all parties to the contract. In the event of a claim of default by the SELLER or the Buyer, the deposits will be held by the BROKER in an escrow account pending final resolution or the written mutual consent of the parties. SELLER further agrees the BROKER shall apply and pay any deposits or other money received as part of the purchase price toward the brokerage fee which is due under this agreement.

10. INSPECTION CONTINGENCIES

The SELLER agrees to accept a purchase offer contingent, for a reasonable period of time, on the Buyer's ability to obtain inspections regarding unknown circumstances which could affect the habitability of the PROPERTY.



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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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11. DISCLOSURE OF TERMS OF CONTRACT

SELLER agrees that the terms of purchase may be disclosed to all members of GMLS upon closing.

12. BROKERAGE FEE: AMOUNT WHEN DUE AND PAYABLE

If during the period of this Agreement, or any extension thereof, a transfer, sale or exchange of the PROPERTY is made, effected or agreed upon with anyone, the SELLER agrees to pay the BROKER a commission of 5 % of the sale or exchange price, or \$ _____, whichever is greater. BROKER acknowledges that they will pay a fee to:

- a) a GMLS cooperating Broker who is a
 - (i) Broker's agent, in the amount of _____ % of the sale or exchange price or \$ _____, or
 - (ii) Buyer's agent, in the amount of 2.5 % of the sale or exchange price or \$ _____, or
 - (iii) Subagent, in the amount of _____ % of the sale or exchange price or \$ _____, or to
- b) a non-GMLS cooperating Broker who is a
 - (i) Broker's agent, in the amount of _____ % of the sale or exchange price or \$ _____, or
 - (ii) Buyer's agent, in the amount of 2 % of the sale or exchange price or \$ _____, or
 - (iii) Subagent, in the amount of _____ % of the sale or exchange price or \$ _____.

If the property goes to tax lien proceedings, no commission is due.

Further, this commission will be due and payable if:

- a) prior to the expiration date of this Agreement, a Buyer for the PROPERTY is procured by a licensed agent or any participant in GMLS at a sales price and terms acceptable to the SELLER; or
- b) after the expiration date of this Agreement and during the 3 months thereafter (and if not listed with another Broker), with or without the services of a licensed agent, a Buyer buys the PROPERTY who was (i) shown the PROPERTY by a licensed agent or a participant in GMLS and/or (ii) made aware of the PROPERTY by a participant in the GMLS or the SELLER during the term of the listing; or
- c) during the period of this Agreement, the SELLER himself/herself sells or agrees to sell the PROPERTY.

13. PROPERTY CONDITION DISCLOSURE

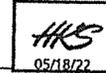
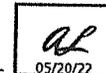
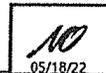
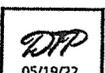
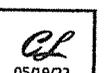
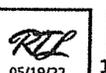
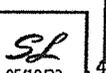
As the SELLER of residential real property, SELLER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the SELLER must be attached to the real estate purchase contract. If SELLER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, SELLER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will SELLER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from SELLER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If SELLER fails to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the PROPERTY upon the transfer of title.

14. RENTAL OF PROPERTY

Should the SELLER desire to rent the PROPERTY during the period of this agreement, the BROKER is hereby granted the sole and exclusive right to rent the PROPERTY, exclusive "FOR RENT" sign privilege and the SELLER agrees to pay the BROKER a rental commission of _____ for the first year of the lease which is due and will be paid (check one): upon the execution of the lease, or upon the date of occupancy. The commission for each and any subsequent year of the lease or renewal thereof, is due and payable at the commencement of each year of the lease period.

15. LEGAL, PROFESSIONAL AND TECHNICAL ADVICE

SELLER acknowledges that Broker is not qualified to provide advice on legal matters, tax matters (including but not limited to, non-recognition of gain or loss from exchanges pursuant to 26USC section 1031), building inspections, public health, surveying, environmental issues or other technical matters. Upon request, BROKER will assist SELLER in engaging qualified professionals to consult in such fields. SELLER also acknowledges that BROKER has advised and recommended that he/she seek independent legal, tax or other counsel prior to entering into this agreement or into an agreement for the sale, lease or exchange of the PROPERTY.

S  05/22/22 5:48 PM EDT dotloop verified
 05/18/22 1:38 PM EDT dotloop verified
 05/20/22 3:41 PM EDT dotloop verified
 05/18/22 9:13 PM EDT dotloop verified
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GLOBAL MLS, Inc.

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

As this is a legally binding contract, it is recommended you consult an Attorney before signing.

16. HOME EQUITY THEFT PREVENTION ACT (REAL PROPERTY LAW SECTION 265)

SELLER acknowledges and represents that:

- a) SELLER is aware of the Home Equity Theft Prevention Act as it affects the sale of real PROPERTY;
- b) SELLER is is not in default of any mortgage affecting the PROPERTY by reason of there being payments due and unpaid for two months or more;
- c) there is is not an action pending against the PROPERTY to foreclose a mortgage; and
- d) the PROPERTY is is not shown on an active tax lien sale list. SELLER hereby covenants and agrees to immediately notify BROKER in writing of any change in circumstance that renders inaccurate any of the representations made above.

17. TERMINATION

SELLER understands that he/she may revoke the Listing BROKER'S authority to be SELLER'S agent at any time, but that if he/she does so, the Listing BROKER shall retain its contract rights, including, but not limited to, recovery of its commission, advertising expenses, and/or other damages incurred by reason of SELLER'S early termination of this listing.

18. ENTIRE AGREEMENT

The SELLER has read and understands this Agreement and does hereby acknowledge receipt of a copy thereof. This Agreement shall be binding on the parties hereto.

19. EXPLANATION

An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of the PROPERTY, find a buyer for your property, or if another Broker finds a buyer, you must pay the agreed commission to the present BROKER.

An "EXCLUSIVE AGENCY" listing means that if you, the owner of the PROPERTY, find a buyer for your property, you will not have to pay a commission to the BROKER. However, if another Broker finds a buyer, you will owe a commission to both the selling Broker, and your present BROKER.

Sellers Initials

<i>AKS</i> 05/18/22 1:58 PM EDT dotloop verified	<i>AL</i> 05/20/22 3:41 PM EDT dotloop verified	<i>NO</i> 05/18/22 9:13 PM EDT dotloop verified	<i>DTP</i> 05/19/22 9:51 AM PDT dotloop verified	<i>CL</i> 05/19/22 9:54 AM PDT dotloop verified	<i>RL</i> 05/19/22 9:59 AM MDT dotloop verified	<i>SL</i> 05/19/22 10:37 AM PDT dotloop verified	<i>AL</i> 05/22/22 5:49 PM EDT dotloop verified	<i>HL</i> 05/22/22 5:51 PM EDT dotloop verified
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20. DEFAULT

In any action, proceeding or arbitration to enforce any provision of this LISTING AGREEMENT, or for damages caused by default, where the LISTING BROKER is the prevailing party, the LISTING BROKER shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the LISTING BROKER hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay such attorney's fees, costs and related expenses.

Grace Lackey dotloop verified
05/22/22 5:49 PM EDT
PDJF-3CGQ-MCEE-ZNUU

At the time of closing, you may be required to deposit the Broker's commission with the County Clerk in the event that you do not pay the Broker his or her commission as set forth herein. Your obligation to deposit the Broker's commission with the County Clerk may be waived by the Broker

ACCEPTED BY:

Casey King dotloop verified
05/18/22 9:17 AM EDT
6Y2U-KZOD-SHSH-XIP3

Agent/Broker _____ Date _____

Julie & Co Realty
Firm _____

Prepared by *Casey King*

Hope Lackey dotloop verified
05/22/22 5:51 PM EDT
SWBI-CTWF-FZVC-6CEJ

Robert T. Lackey dotloop verified
05/19/22 9:59 AM MDT
VM2Q-VTDH-GCRR-VXL2

Harold K. Sammis III dotloop verified
05/18/22 1:58 PM EDT
MB0P-IT9Q-IWIIH-DGPL

SELLER _____ Date _____

Alden Lackey dotloop verified
05/20/22 3:41 PM EDT
MJEK-03MY-DXRW-AGE7

SELLER _____ Date _____

Nate Owens dotloop verified
05/18/22 9:13 PM EDT
PLWB-FXHO-CC69-LR77

Donna Touchette, PRR for Barbara Hay dotloop verified
05/19/22 9:51 AM PDT
ERSN-YIQJ-KR7Q-FWDI

Chameron Lackey dotloop verified
05/19/22 9:54 AM PDT
XPPT-DPRJ-KDEC-3RSC

Stanley Lackey dotloop verified
05/19/22 10:37 AM
PDT
TQQJ-IQTP-XILV-SPEF

HL
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dotloop verified

SL
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AKS
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LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: Jennifer Lindsley
Phone #: 518-222-6393
Town: Horicon Parcel ID: 37.-1-63
Property location: 16 Johnson Road
Description: 270 Mobile home
Current Installment Agreement Yes No

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

In April of 2020, I was diagnosed with stage 3 breast cancer and just recently finished after 2 years of chemo, surgery, radiation and numerous scans and testings that left me with a lot of medical bills. I decided to sell my house last year, and was in contract with "friends" of my parents, and after their 3rd round of financing fell through and was winter, I just relisted FSBO and have an interested party in the process of submitting a cash contract offer, with several others waiting behind them.

Asking for an extension until the end of August for the sale of the house to go through to pay the back taxes off in full, or a reduction in the down payment amount if not. Covid hit everyone hard, but between treatments and dr's appointments my work time was cut in half, so now back to work full time but catching up. I appreciate the consideration.

Mike Swan, Treasurer has talked with me and signed off on this request.

Date: July 7, 2022 Signature: Jennifer Lindsley

* Due to a fire at my job, we are in a temp location at the shirt factory, and are moving into our new location on Monday so I am unable to attend in person.

LAST CHANCE MEETING

Taxpayer: Sanjay Kapoor

Town: Queensbury

Tax Map #: 301.20-2-44

Description: 1 Family residence

Acreage: .15 acres

Outstanding Taxes Due (July):	year <u>2018</u> amount <u>\$5,045.18</u>	<u>AUGUST</u>
		<u>\$5,074.70</u>
	year <u>2019</u> amount <u>\$4,326.68</u>	<u>\$4,357.15</u>
	year <u>2020</u> amount <u>\$4,289.13</u>	<u>\$4,322.12</u>
	year <u>2021</u> amount <u>\$3,931.36</u>	<u>\$3,964.68</u>
	year <u>2022</u> amount <u>\$3,450.96</u>	<u>\$3,483.51</u>
	TOTAL DUE: <u>\$21,043.31</u>	<u>\$21,202.16</u>

CURRENT Installment Agreement ("IA"): _____ yes X no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes X no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ 5,300.54 (this property only)

\$ _____ (includes other properties)

Committee's recommendation: _____

LAST CHANCE MEETING REQUEST FORM

Taxpayer's name: Sanjay Kapoor
Phone #: 518-361-0541
Town: Queensbury Parcel ID: 301.20-2-44
Property location: 48 Margaret Drive
Description: 210 One Family Residence
Current Installment Agreement Yes No

Please use the space below to prove your hardship to the Real Property Committee. You may be requested to provide more documentation to support your claim.

I AM REQUESTING A POSSIBLE EXTENSION OF TIME TO PAY THE OUTSTANDING TAXES ON THIS PROPERTY AS I WILL BE CLOSING ON THE PROPERTY SOON

IF YOU HAVE ANY QUESTIONS ABOUT THE CLOSING, PLEASE FEEL FREE TO CONTACT MY ATTORNEY: MATTHEW R. LUDEMANN BY PHONE OR EMAIL.

(518) 761-6797

MRL@ADKAttorneys.com

Date: 7/10/2022 Signature: A. Kapoor

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

This is a legally binding contract. We recommend all parties to the contract consult an attorney
Approved by New York Warren County Bar Association and Southern Adirondack Realtors (12/2019)

Date: June 21, 2022
Seller(s): Sanjay Kapoor

Buyer(s): C. Daniel Chase

(FULL LEGAL NAME AS STATED ON THE DEED OF RECORD)

(FULL LEGAL NAME AS WILL APPEAR ON DEED)

Address: 48 Margaret Dr
Queensbury, NY 12804

Address: 22 Bay Parkway
Lake George, NY 12804

Attorney: _____

Attorney: Wayne Judge

1. PROPERTY TO BE SOLD

Seller agrees to sell and Buyer agrees to purchase the property known as 48 Margaret Dr located in the City, Village or Town of Queensbury in Warren County, State of New York. The property includes all of Seller's transferable rights, privileges, and easements, if any, related to the property. The lot size is approximately per deed and is described more fully in seller's deed, a copy of which must be annexed hereto, and incorporated herein. Tax Map Number(s): 301.20-2-44

2. PURCHASE PRICE

The purchase price is One Hundred Eighty Thousand, Five Hundred and 00/100 dollars (\$180,500.00).

3. METHOD OF PAYMENT

Buyer shall pay the purchase price as follows:

- a. \$1,000.00 as a deposit with this contract to be held in accordance with Paragraph 11,
- b. \$ _____ as an additional deposit on or prior to _____,
- c. \$ _____ as a Seller's Contribution toward closing costs in accordance with Paragraph 6 of this contract,
- d. \$179,500.00 in cash, certified check, attorney's escrow check, cashier's check or wired funds available for disbursement at the time of closing without further authorization or condition.
(No third party checks with be accepted at closing.)

All costs and fees relative to the closing for both the Buyer and Seller shall be paid by certified funds or attorney escrow checks. Cash in excess of one thousand dollars (\$1,000.00) shall be prohibited. In the event the lender disallows all or a portion of the Seller Contribution, where applicable those funds shall be due Seller in accordance with Paragraph 6 of this contract.

4. ITEMS INCLUDED IN SALE

The Seller warrants that Seller has good legal title free and clear of all liens and encumbrances to all of these articles, or has stipulated that such are rental items. None of these articles shall be removed from the premises by the seller after signing of the contract. The following, if located on the property and owned by the Seller, are included in the sale:

- a. Water: filters and treatment systems, plumbing fixtures, water softener if owned, swimming pool (cover and all operating equipment), sump pumps
- b. Building and Improvements: sheds, awnings, built in: appliances, cabinets, closet systems, fireplace inserts and doors/screens, security systems, wall to wall carpeting as placed, mailbox, storms and screens for windows and doors, window shades, venetian blinds, traverse/drapery/curtain rods, TV aerials, TV Mounts, satellite dishes, garage door opener and remote, bathroom mirrors, compactors and disposals, door hardware, weather vanes

Seller's Initials

Buyer's Initials CD

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

- c. Electronic/heating/cooling: central heating and or air, lighting fixtures, paddle fans, propane tanks – if owned, smoke and carbon monoxide alarms/detectors, lightbulbs, switch plates
- d. All landscaping, shrubs and trees, fencing, invisible fencing
- e. Other items not listed above which are included in the sale are listed here:

Washer, dryer

All personal property contained herein is of nominal value, and is being conveyed without additional consideration.

5. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale:

All personal property and debris in yard .

6. MORTGAGE CONTINGENCY

- a. This agreement is contingent upon Buyer obtaining approval of a: Conventional FHA VA (if FHA or VA, see attached required addendum) or _____ mortgage loan of \$ _____, or 80.000 % of purchase price at prevailing rate of interest. Buyer agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within three (3) business days after attorney review.

Buyer agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Buyer chooses to waive this mortgage contingency, Buyer shall provide notice in writing to Buyer's attorney and Selling broker of Buyer's receipt of the mortgage commitment or of Buyer's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before 07/21/2022, then either Buyer or Seller may terminate, or the parties may mutually agree to extend, this contract by written notice to Buyer's attorney and Selling broker. Upon receipt of termination notice from either party, and in the case of notice by the Buyer, proof of Buyer's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Buyer. If Buyer does not receive clear to close by Buyer's lender within twenty (20) business days of the Commitment Date, then upon no less than three (3) business days notice at any time thereafter, Seller may terminate this contract by written notice to Buyer in accordance with Paragraph #25 of this contract.

- b. **Seller's Contribution:** At closing, as a credit toward pre-pays, closing costs and/or points, Seller shall credit to Buyer \$ _____ or _____ % of the Purchase Price. Included in the Purchase Price is a Seller's Contribution amount as specified in #3c. All parties to this contract shall sign the CFPB Settlement Statement and thereby certify to the accuracy of the financial terms of the transaction. In accordance with 18 U.S. Code Section 1001 and Section 1010 (dealing with Fraud and False Statements), the parties thereby agree that the Seller's Contribution amount is an "amount certain" that is added to the Purchase Price to yield the Purchase Price in #2 above. In the event the Buyer's lender disallows any portion of the agreed upon Seller's Contribution, the parties understand and agree that the lender is relying upon the Purchase Price in #2 as an essential term of this contract that will not change and the Buyer must deliver the full Purchase Price to Seller as reported on the CFPB Settlement Statement. It is recommended that Buyers consult with an attorney during attorney review when utilizing a Seller's Contribution in a purchase offer.
- c. In the event lender requires certain improvements as part of their mortgage commitment, said repairs must be acceptable to the parties prior to installation and, if acceptable to the parties shall be performed at the sole cost and expense of the Buyer, and the Buyer shall be responsible for the risk of loss in the event the closing does not occur through no fault of the Seller.

CASH The mortgage contingency is hereby waived. Buyer shall provide written verification of available funds to close with ten (10) days of acceptance by the Seller.

_____ Seller's Initials

Buyer's Initials RLW

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

7. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring or assuming a mortgage, shall be paid by the Buyer

8. ATTORNEY REVIEW

If Buyer or Seller elects to consult an attorney, this contract shall be subject to and/or contingent upon such attorney's review of all its terms and conditions, within five (5) business days exclusive of Saturdays, Sundays, legal holidays, and the date of signing, from the date of the delivery of the accepted contract with a copy of the deposit and attachments. If neither Buyer nor Seller exercises the right to have an attorney review this contract within the time permitted, this contract will be legally binding as written. If the attorney for Buyer or Seller disapproves of this contract, the attorney must notify the broker(s) or the other party's attorney as per Paragraph #25 or this contract will be legally binding as written. The broker(s) shall receive a courtesy copy of all correspondence sent pursuant to this section. The parties, or their attorneys, may agree in writing to shorten or extend the time for attorney review.

Seller and Buyer are hereby advised it is highly recommended that they retain the service of an attorney. If Seller or Buyer choose not to retain the service of an attorney, Seller and/or Buyer assume all risks associated with not retaining an attorney and holds the real estate brokers and their associated licensees harmless from any damages that may occur as a result. Seller and Buyer understand that the real estate broker and their associated licensees are prohibited from practicing law without a license and are unable to provide any legal services to a Seller or Buyer under any circumstances.

9. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and Buyer agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of The General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act," said section shall apply to this contract. Seller will maintain the property (including but not limited to, structures, grounds, fixtures, appliances and personal property) specifically listed in this agreement in its present condition, normal wear and tear excepted and leave the property in broom swept condition at closing.

a. Property Condition Disclosure Statement

- Yes, Buyer acknowledges receipt. Not provided, Seller agrees to credit Buyer \$500.00 at closing.
- Not applicable to this transaction.

b. Closed Pool/Hot Tub/Irrigation System Disclosure

- Yes, Buyer acknowledges receipt. Not applicable to this transaction.

c. Other Systems:

10. INSPECTIONS:

This agreement is contingent upon all of the following provisions unless crossed out and initialed by the buyer. The Seller hereby acknowledges that the inspections may be intrusive and result in disturbances to the premises. Buyer and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. The discovery of a defect in any section below shall be an independent ground for the cancellation of the Agreement, in accordance with this paragraph. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.

_____ Seller's Initials

Buyer's Initials RLW

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

- a. **STRUCTURAL INSPECTION:** A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing (including pool/hot tub/irrigation), roof covering, water or sewer defects. The term substantial to refer to any individual repair which will reasonably cost over \$1500 to remedy.

The following buildings or items on the premises are excluded from this inspection:

Shed

- b. **PEST ACTIVE INFESTATIONS (insects and wildlife):** A determination by a Certified Exterminator or other qualified professional that the premises are free from active infestation or damage by wood destroying organisms, insects or wildlife.
- c. **SEPTIC SYSTEM INSPECTION:** A test of the septic system by a licensed professional engineer, licensed plumber septic system contractor, County Health Department or other qualified person indicating that the system is in working order. Upon conclusion of the inspection, the Buyer at their sole expense shall return the premises in the same condition as it was upon the commencement of the inspection. Buyer at their sole expense shall be responsible for repairing any and all damage that has occurred on the premises as a result of the inspection. If the Buyer fails to restore the property to its pre-inspection condition, as determined by the Seller, the Seller will cause the restoration to be performed and the Buyer will be responsible for any and all costs associated therewith if contract does not close.

Municipal Building and Code inspection of Septic System Required (see addendum)

- d. **WELL WATER FLOW AND/OR QUALITY TESTS:** (a) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, and/or (b) any chemical, metal, inorganic, or other tests as the Buyer may request, and/or (c) a flow test to be performed indicating a minimum flow of sufficient quantity to produce three (3) gallons per minute for two (2) hours, and/or the minimum required to obtain mortgage financing on the subject property as dictated by the Buyer's lender.
- e. **RADON INSPECTION:** The Buyer may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed-house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.
- f. **HAZARDOUS MATERIALS:** Buyer may have a qualified individual test the ground and buildings on the property for the presence of underground fuel tanks regardless of whether in use, asbestos, and any contamination from any hazardous materials whose presence or discharge on the property is a violation of any applicable laws or regulations.
- g. **MOLD:** Buyers may have a qualified individual test the buildings on the property for the presence of mold (mildew is not classified as mold). Any mold assessment and remediation performed shall be in compliance with Article 32 of the New York State Labor Law.

All tests and/or inspections contemplated pursuant to this Paragraph 10 shall be completed on or before July 5, 2022 and at Buyer's expense, and shall be deemed waived unless Buyer provides written notice of the failure of any of these tests and/or inspections, which notice is to be sent in accordance with Paragraph 25 of this Agreement, no later than July 8, 2022. If Buyer so notifies and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from the inspector, then this entire Agreement shall be deemed canceled, null and void and all deposits made hereunder shall be returned to Buyer or, at Buyer's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing. If the buyer requests a reasonable extension in order to complete the inspections contemplated herein (defined for this purpose as no longer than ten (10) business days) and

Seller's Initials

Buyer's Initials RUE

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

such notice is duly given in accordance with paragraph 25 prior to the expiration of said contingency the buyer shall be permitted to cancel this agreement and have all deposits returned if the sellers refuse to grant such extension.

Buyer does hereby agree to indemnify and defend the Seller and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the inspection by Buyer of the premises or any part thereof, or in part by any act or omission by Buyer, its agents, contractors or employees. All Buyer contractors and consultants shall have public liability insurance in force and effect at all times they access the property. Buyer agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Seller in enforcing or defending this section.

WAIVER OF INSPECTION

_____ (Please initial if Buyer waives inspections) Buyer elects to waive all inspections and Buyer understands it is highly recommended that an inspection be conducted by an individual or entity qualified to do so. By waiving the inspection, Buyer assumes all risks associated with such waiver now and in the future and holds the attorneys, real estate brokers and their associated licensees harmless from any damages that may occur as a result of such waiver.

11. DEPOSITS

The deposit made by Buyer pursuant to Paragraph 3 will be held in a secure fashion by the Selling broker: Coldwell Bank Prime Property until the Buyer's offer is accepted.

Upon acceptance of the offer by Seller, the deposit and all payments made by Buyer on account of the purchase price prior to closing shall be deposited in the Listing Broker's non-interest bearing escrow account.

Listing Broker: Coldwell Banker Prime Property

Name of Financial Institution: Capital Bank Albany

Buyer shall receive a refund of all deposits made by Buyer if:

- a. Buyer is unable to obtain mortgage loan commitment pursuant to Paragraph 6, or
- b. Seller is unable to deliver a marketable title, or
- c. This contract is terminated pursuant to any other provision of the contract (except Paragraph 12).

The deposit may not be released without the written authorization of all parties involved in this Agreement. This release shall not be unreasonably withheld. Upon the satisfaction of all contingencies in this contract, the deposit(s) made by the Buyer pursuant to Paragraph 3a & 3b shall be deemed non-refundable.

12. DEFAULT

If the Buyer shall default in keeping and performing of the terms of this Agreement, the Seller may, at Seller's option either:

- a. Retain all sums paid on account of the purchase price, together with all interest earned, as liquidated damages and not by way of penalty, and in such event the terms of this Agreement shall be canceled and of no further force and effect, or
- b. Pursue all of Seller's rights and remedies against the Buyer at law or in equity for breach of this Agreement, including specific performance, and in that event the Seller shall retain all such sums paid on account of the purchase price in escrow for the Seller's and the Buyer's benefit, until the actual damages are finally determined, at which time the sum so escrowed and any interest earned thereon shall be first applied to the Seller's damages and the balance, if any, returned to the Buyer. If the Seller's damages exceed the amount retained in escrow, the Buyer shall be liable for difference.

13. PREVAILING PARTY

If an action is commenced pursuant to an alleged default, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

_____ Seller's Initials

Buyer's Initials DME

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

14. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

Buyer and Seller agree that Coldwell Banker Prime Properties (Listing Broker) and Hunt ERA - Glens Falls (Selling Broker) brought about the sale, and Seller agrees to pay the commission to Coldwell Banker Prime Properties (Listing Broker) as agreed in the listing agreement or as instructed by Listing Broker.

15. TITLE PAPERS

Seller or Seller's attorney shall furnish a proposed deed, RP-5217, TP-584, IT-2663 (if required) and copies of tax receipts to Buyer or Buyer's attorney at least 14 days before closing. Seller Buyer shall furnish at their expense, the following within 20 days of acceptance of the Contract by the Seller, thereby providing proof of marketable title:

- a. 5 year tax search
- b. Abstract of Title covering at least 40 years and continued to within 30 days of closing or, if Seller has a current "owner's" fee title insurance policy, Seller will provide a complete copy of said policy along with a "stub search" continuation (including complete copies of any exceptions, easements, covenants, restrictions and reservations set forth in such title insurance policy) to update the title to within 30 days of closing.
- c. (If applicable) Where the property is improved with a mobile home, which is included in the sale, the Seller shall provide the original title, a copy of the HUD seal affixed to the property, along with confirmation that title will be conveyed free and clear of all liens.
- d. Buyer reserves the right to obtain a survey at Buyer's expense. If Seller has a survey of the property, it shall be provided to Buyer, and Buyer shall pay the cost of updating any such survey if required or desired.

16. SELLER'S TITLE

Seller will transfer to Buyer all rights, title, and interest in the property free of all encumbrances and exceptions except:

- a. Laws and governmental regulations, including, but not limited to, zoning and environmental protection laws provided they are not violated by the buildings and improvements erected on the property;
- b. Normal utility distribution easements;
- c. If the property is a subdivision lot, restrictions imposed on all lots in the subdivision, provided they are not violated by the buildings or improvements erected on the property;
- d. Such taxes and assessments for the current year as are not due and payable on the date of closing;
- e. Any state of facts an accurate survey or inspection of the property would disclose provided they do not render title unmarketable;
- f. Unpaid installments of street and other improvement assessments payable after closing;
- g. Any other easements, restrictions or other matters set forth in an attached addendum; provided that same does not prevent the use of the property for the purpose of single family multifamily commercial multi use or

Seller will not grant any leases, easements or restrictions against the property on or after the date of this agreement.

17. TITLE OBJECTIONS

If Buyer correctly rejects Seller's title to the property as unmarketable, Seller shall have a reasonable length of time to cure the objection. If Seller is unable to cure the objection, Seller's sole responsibility shall be to return all deposits to Buyer without interest, and upon such payment this contract shall be terminated and Seller shall be discharged of all liability to Buyer.

18. DEED

The property shall be transferred from Seller to Buyer by means of a Warranty Deed with Lien Covenant furnished by Seller. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. However, if Seller is transferring the property as an executor, administrator, trustee, guardian or other fiduciary, the deed usual to such cases shall be acceptable. Seller agrees to cooperate in signing any reasonable title affidavits requested by a title company of Buyer's choice and executing any reasonable Closing Document or other forms requested by Buyer's lender and also provide a copy of the Seller's unexpired government issued photo identification.

_____ Seller's Initials

Buyer's Initials EM

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19. TAX COMPLIANCE

- a. Seller shall pay the New York State Real Property Transfer Tax imposed by Tax Law Section 1402 (Tax Law §1402) and, if applicable, Buyer shall pay the Additional Tax (aka "Mansion Tax" or "Luxury Tax" – 1% over 1,000,000) imposed by Tax Law Section 1402-a (Tax Law §1402-a) and calculated on the TP-584 with allowance for any applicable tax credits.
- b. If required by law, Seller will complete and execute Form IT-2663 (Non NYS Residential Tax Gains) and pay the required tax.
- c. The Seller further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.
- d. Occupancy Tax ~ Seller represents and warrants to Buyer that all occupancy taxes arising out to rentals of the property have been or will be paid before closing. In the event of a breach of this representation and warranty, Seller shall indemnify Buyer from any liability. Buyer may suffer for such tax obligation that shall have arisen during Seller's ownership of the property. This paragraph shall survive the closing of title.

20. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Buyer and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Rents and security deposits. Seller shall assign to Buyer all written leases and security deposits affecting the premises.
- b. Taxes, sewer, water, rents
- c. Municipal assessment installments, Homeowner's Association Fees/Dues/Assessments (including those assessed but not yet due and payable)
- d. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

Except for 20d, all adjustments shall be made in accordance with Internal Revenue Code, Section 164(d)

21. PRE-CLOSING INSPECTION

Buyer has the right to inspect the property at a reasonable hour within 48 hours of the transfer of title to ascertain there has been no material change in the condition of the property and included items from the time of contract. Seller shall leave the premises in broom clean condition. Seller shall be promptly notified of any problems discovered.

22. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Buyer will take place at a location within 30 miles of the premises or county clerk's office where property is located, that is mutually agreeable to the parties. The closing will be on or about 08/02/2022. Seller and Buyer shall provide government issued photo identification at closing.

23. POSSESSION

Buyers shall be granted exclusive possession of the property at closing free of all tenancies, including keys and, if applicable, garage door openers and keys and/or security codes.

24. TIME PERIOD OF OFFER

Buyer and Seller understand and agree that, unless earlier withdrawn, this offer is good until 11 a.m. _____ p.m. on June 23, 2022, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

25. NOTICES

All notices contemplated by this Agreement shall be in writing, delivered by (a) electronic transmission (email) by 11:59 p.m. on such required date; (b) first class mail postage prepaid postmarked no later than the required date; or (c) personal delivery by 11:59 p.m. on such required date. Such notice shall be effective on the date it is sent. Any notices shall be sent to the other party's attorney if known, if not then to the other party by serving the first named Buyer or Seller, as the case may be, at the address set forth for such party. A courtesy copy of all correspondence should be set to both brokers.

_____ Seller's Initials

Buyer's Initials DMG

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CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

26. ENTIRE AGREEMENT

It is understood and agreed that all prior understandings, advertisements (including on line materials and agreements between Seller and Buyer are merged into this contract. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This contract may only be modified by a written instrument signed by both parties. This contract may be signed in counterparts, by facsimile or upon electronic signature. An attorney retained by a party shall have the authority to amend this contract in the same manner as the party, provided however that this authorization shall not be deemed to revoke any existing power of attorney executed by any party to this contract.

27. BINDING CONTRACT

This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This contract cannot be assigned without the written consent of the Seller. If the Buyer or Seller are other than natural person(s), the party shall supply written proof of capacity of its agent within then (10) days of acceptance of this contract.

28. DISCLOSURES/ADDENDA ATTACHED

A copy of the existing deed and tax receipts shall be attached hereto and made a part thereof, along with the following:

- | | | |
|--|---|---|
| <input type="checkbox"/> Lead Paint Disclosure | <input type="checkbox"/> 48 Hour Contingency | <input type="checkbox"/> Rent and Security Schedule |
| <input type="checkbox"/> Property Condition Disclosure | <input type="checkbox"/> Mortgage Assumption Contingency | <input type="checkbox"/> FHAVA |
| <input type="checkbox"/> Closed Pool/Hot Tub/Irrigation Disclosure | <input type="checkbox"/> Homeowner's Association | <input type="checkbox"/> Perc Test |
| <input type="checkbox"/> Municipal Septic System Compliance | <input checked="" type="checkbox"/> Smoke and Carbon Monoxide Detectors | <input type="checkbox"/> Other |

29. OTHER TERMS (if any)

House shall be clear of all personal property and broom swept.

Seller's Initials

Buyer's Initials DM

GLOBAL MLS, Inc.

CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

AuthentisIGN

Buyer: C. Daniel Chase Dated: 06/22/2022

C. Daniel Chase
06/22/2022 03:09 PM EDT

Buyer: _____ Dated: _____

Buyer's Attorney: Wayne Judge Phone: (518)745-5030
E-Mail: wayne@wjudgetlaw.com Fax: (518)745-5029

Seller will furnish Seller's Taxpayer Identification Number or Statement of Exemption from Information Reporting upon closing. By signing below, Seller affirms under penalty of perjury that Seller is a not foreign person as defined by Internal Revenue Code §§897 and 1445 and the Regulations there under as same may be amended (the Foreign Investment in Real Property Tax Act herein referenced as FIRPTA)

Seller: _____ Dated: _____ Time: _____
Sanjay Kapoor

Seller: _____ Dated: _____ Time: _____

Seller's Attorney: _____ Phone: _____
E-Mail: _____ Fax: _____

Listing Agent Kim Mitchell Office Coldwell Banker Prime Properties
Phone: _____ Cell: (518)681-6871 Fax: _____ E-Mail: kim.mitchell@coldwellbankerprime.com

Selling Agent Jamie Metivier Office Hunt ERA - Glens Falls
Phone: (518)932-5631 Cell: _____ Fax: (518)798-4441 E-Mail: jmetivier12804@gmail.com

I Jamie Metivier (Agent/Broker) completed this Form and I made no amendments or alterations to the approved language contained herein that are not evident.

LAST CHANCE MEETING

Taxpayer: Daniel Kristensen

Town: Queensbury

Tax Map #: 289.11-2-28

Description: 1 Family Residence

Acreage: .34 acres

Outstanding Taxes Due (July):	year <u>2018</u> amount <u>\$6,458.42</u>	AUGUST
		\$6,496.64
	year <u>2019</u> amount <u>\$5,395.82</u>	\$5,433.81
	year <u>2020</u> amount <u>\$5,257.55</u>	\$5,297.99
	year <u>2021</u> amount <u>\$4,804.43</u>	\$4,845.14
	year <u>2022</u> amount <u>\$4,492.36</u>	\$4,534.75
	TOTAL DUE: <u>\$26,408.58</u>	<u>\$26,608.33</u>

CURRENT Installment Agreement ("IA"): _____ yes no

- a) If yes, tax years in IA: _____
- b) Has there been a default on IA: _____ yes _____ no
- c) If there has been a default on IA, number of default(s): _____
- d) Per the terms of the IA, has subsequent taxes been paid? _____ yes _____ no

PRIOR Installment Agreements: _____ yes no

- a) If yes:
 - i) Prior IA - Entered On: _____ Paid Off _____
 - ii) Tax years included in prior IA: _____
 - iii) Was there a default on prior IA: _____ yes _____ no

PAYOFF AMOUNT of IA (August): \$ _____

25% DOWN PAYMENT if entering IA (August) \$ _____ (this property only)

\$ 6,652.08 (includes other properties)

Committee's recommendation: _____

2022 EXTENSIONS GRANTED BY

TREASURER

AS OF JULY 8 2022

TAX MAP #	NAME	TOWN	DATE GRANTED	EXTENDED TO
251.18-4-62	Edwards, Shelia	Lake George Village	6/14/2022	7/31/2022
165.-1-38	Davis, Janice & John	Johnsburg	6/16/2022	7/31/2022
301.20-2-44	Sanjay, Kapoor	Queensbury	6/23/2022	7/31/2022
278.-1-39 278.-1-40 278.-1-54 278.-1-55	Lackey, Stanley Exec M. Lackey Estate	Queensbury	6/30/2022	7/31/2022
289.11-2-28	Kristensen, Daniel	Queensbury	7/5/2022	7/31/2022
196.-1-31	Cason, William	Thurman	7/5/2022	7/31/2022
221.-2-29	Wood, Gilbert Jr.	Thurman	7/5/2022	7/31/2022
167.3-1-31.11	Ammirati, Charles	Stony Creek	7/5/2022	7/31/2022
169.04-2-8 170.-1-2 170.-1-9 170.-1-19 170.-1-20 170.-1-21 184.-1-17 185.-1-19 185.-1-33	Cooper, Anton	Bolton	7/5/2022	7/31/2022
221.-2-12.3	Fruda, Richard	Thurman	7/5/2022	7/31/2022
88.7-1-27 88.7-1-28	Galanari LLC	Horicon	7/6/2022	7/31/2022
69.-1-56	Sutherland, Elizebeth Estate	Chester	7/6/2022	7/31/2022
37.-1-63	Lindsley, Jennifer	Horicon	7/6/2022	7/31/2022

167.-1-12	TBH Route 28 LLC	Warrensburg	7/7/2022	7/31/2022
167.-1-13	Tumblehome Boatshop LLC	Warrensburg	7/7/2022	7/31/2022
124.-1-29	DeStanko, Tamara	Bolton	7/7/2022	7/31/2022
222.2-2-11 222.2-2-13	Heslin, Neil	Thurman	7/8/2022	7/31/2022
309.9-1-73	Rice, Florence	Queensbury	7/8/2022	7/31/2022