

Internet Bidding Package



Register for auction at AARauctions.com with Member ID and Password.

Our staff will email via DocuSign link this Internet Bidding Packet to complete. Bidders will be notified if we have questions. Late registrations cannot be guaranteed approval to bid.



On the Monday the auction opens for bidding we will AUTHORIZE your credit card for the required deposit. Bidders will be Approved to bid starting at 10AM.

Please Note your online account will say, "Not Approved" until we "Approve" you to bid.



The silent auction website has a "dynamic ending" feature; if someone "sniper bids" on a lot at the scheduled end of the auction, the system will extend the clock two minutes to give everyone time to bid again.

It ain't over 'til it's over – Auctions are the only game in which you have to come in last to win!

HAPPY BIDDING!

Any questions may be directed to our office staff at 800-243-0061 or e-mail at info@AARauctions.com.

Note: An Internet Bidder Registration Package must be completed for each auction that you wish to participate.

AARauctions.com



REAL ESTATE ABSENTEE BID FORM / CREDIT CARD AUTHORIZATION FORM

CARDHOLDER NAME: _____	AUCTION DATE: _____
BILLING ADDRESS: _____	

DAYTIME PHONE: _____	EVENING PHONE: _____
VISA/MC/DISC #: _____	3-DIGIT CVV#: _____ EXP: _____

By signing this authorization form, I (hereafter "Buyer") agree to the following terms and conditions (Full Terms & Conditions are to be signed by Buyer prior to bidding):

1. All bidders are required to register prior to the auction at www.AARauctions.com and complete this Absentee Bid/Credit Card authorization form. Auctioneer reserves the right to decline registration if credit card authorization form is not received. Said credit card will be authorized ten thousand dollars, \$5,000, to be able to participate in the real estate auction. Only in the event of a default by high bidder as outlined in #4 of the complete terms and conditions of the auction will the credit card be charged. Defaulting bidder authorizes this expense in advance and agrees not to attempt to reverse said \$5,000. charge for any reason whatsoever.

2. Every property is sold "as-is." Neither the auctioneer nor the seller makes any warranties or representations of any kind or nature with respect to said property. All sales are final. Brochure descriptions are for simple identification purposes only; there is no representation, expressed or implied, as to condition of property, warranty of title, right of access or suitability for a particular use. Buyer relies on his/her own inspection and judgement when bidding. Should a dispute arise after the auction, auctioneer's records shall be conclusive in all respects.

3 Buyer will be responsible for the total purchase price, including buyer's premium. Upon fall of the gavel, conclusion of the auction, the high bidder and back-up bidder, shall be provided electronically a completed purchase and sale agreement (sample provided on the AARauction.com webpage) reflecting their respective bids, and including the 10% buyers premium. The high bidder and backup bidder agree to sign their purchase & sale agreements (unaltered by successful bidder and back-up bidder). Failure to execute these documents and return to Absolute Auction & Realty, Inc office located at 45 South Ave. Pleasant Valley, NY 12569 on the following business day by 4pm e.s.t. shall be deemed a default by the bidder(s).

I agree not to attempt a chargeback on my credit card for any reason whatsoever.

SIGNATURE: _____

DATE: _____



Professional Auctioneers • Certified Appraisers
 Licensed Real Estate Brokers in New York, New Jersey and Connecticut
 Broker Jennifer Gableman, CAI, ATS



PROMISSORY NOTE

\$5,000.00

DATE _____

(name - please print)

I agree that if my credit card is declined for any reason, I promise(s) to pay to the order of
ABSOLUTE AUCTIONS & REALTY,
FIVE THOUSAND DOLLARS (\$5,000.00), U.S.,
Payable at 45 South Avenue, Pleasant Valley, NY
24 hours from the date and time of the real estate
auction for value received with interest at 0
percent annum.

X _____

X _____

Witness:

X _____

X _____

No. _____

Due: _____

Terms and Conditions of Bidding and Purchase for NY Real Estate at Online Auction

Thank you for participating in today's auction. The auction will be conducted by Absolute Auctions & Realty, Inc. (AARaucions.com) on behalf of the owner of the real estate (the Seller). The real estate offered for sale at auction (the real estate) is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection within the Internet Bidding Packet.

1. Registration. All bidders are required to register prior to the auction at www.AARaucions.com, complete an 'Internet Bidding Packet', tender a deposit of \$5,000 in cash, wire transfer or guaranteed funds made payable to Absolute Auctions & Realty, Inc. And deliver/mail to Absolute Auction Center, 45 South Ave., P.O. Box 1739, Pleasant Valley, NY. In the event of a successful bid, bidder approves applying said funds toward the 10% buyer's premium downpayment. Auctioneer reserves the right to decline registration if forms are not completed.

2. Bid documents. Upon fall of the gavel, conclusion of the auction, the high bidder and back up bidder, shall be provided electronically a completed Purchase and Sale Agreement (sample provided on the AARaucions.com webpage) reflecting their respective bids, and including the 10% buyer's premium. The high bidder and backup bidder agree to sign their Purchase & Sale Agreements (unaltered by successful bidder and back-up bidder) and adhere to the closing date therein. Failure to execute these documents and return to Absolute Auctions & Realty, Inc office located at 45 South Ave. Pleasant Valley NY 12569 on the following business day by 4pm E.S.T. shall be deemed a default by the bidder(s).

3. Buyer's premium. 10% buyer's premium shall be added to the top bid to become part of the purchase price. Buyer's premium definition: the buyer's premium is that portion of the commission(s) which is/are being paid by the buyer. It is clearly understood and agreed by both buyer and seller that the auctioneer and broker represent the seller only. The full buyer's premium is due no later than 4:00 pm on the next business day following the auction, the successful bidder shall deliver, by wire transfer, or guaranteed funds acceptable to auctioneer/broker, the balance of the ten percent (10%) of the bid price. Said downpayment funds shall be payable to Absolute Auctions & Realty and deposited in an account designated by Absolute Auctions & Realty, for preservation of said funds. Failure to fund said downpayment shall constitute immediate default by the high bidder.

4. Default: High bidder agrees that failure to acknowledge the Purchase and Sale Agreement as outlined in #2 above, and, or, failure to fund the buyer premium downpayment as outlined in #3 above shall constitute default. In the event of default, bidder acknowledges he or she shall forfeit all monies deposited. Seller shall retain all other remedies available by law.

5. Back up bidder: The back-up 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 back up bidder shall become the high bidder and shall be obliged to provide the funds set forth herein, by 4:00 pm the following business day, upon notification by any means that he or she is now the successful bidder.

6. Closing documents. Seller shall provide a legally recordable deed. Seller will deliver title of record.

7. Representations and warranties. Broker makes no representations or warranties with respect to the subject property, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by seller and auctioneer/broker make no representation, warranties or guarantees with respect to locations, dimensions, track sizes, suitability for use, or subsurface conditions.

8. Representation. By execution of this agreement the bidder acknowledges the auctioneer/broker represent the seller, only, and the commission paid in respect to this sale is identified as a buyer's premium as set forth in paragraph four above. This is a portion of commission paid by the buyer.

9. Determination of disputes. In the case of disputed bids, the auctioneer/broker shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. Auctioneer/broker reserves the right to bid on behalf of buyers and/or sellers. No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, the auctioneer/broker's records shall be conclusive. Bidder agrees that litigation shall be conducted in Dutchess County, NY.

10. Privacy of auction. The auction is a privately conducted event, not open to the public and as such, auctioneer/broker reserves the right to refuse admittance to any person.

11. Indemnity provisions. By execution of this agreement, bidder agrees to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney's fees, court costs, the cost of re-sale, and remarketing costs. The foregoing remedies are not exclusive.

12. General provisions. All bids tendered for auction are subject to the approval of the seller, unless stated otherwise. The provisions herein made cannot be altered except in writing, and any provision of this agreement shall be interpreted in accord with New York Law. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that the broker prepared the agreement. Facsimile signatures shall be considered binding. In such event any provision herein is deemed illegal, void or unenforceable by a court of law, it shall not impact the body or balance of the agreement.

13. Interpretation. Interpretation of this agreement shall be consistent with the purchase and sale agreement, it being the stated intent that this document and the purchase and sale agreement are to be read as integrated documents conferring the same rights and obligations.

14. Forfeiture Upon Default. In such event buyer fails to abide the terms and conditions set forth herein or fails to abide the obligations arising from the purchase and sale contract executed in conjunction with this sale, buyer acknowledges he or she shall forfeit all monies deposited. By execution of this agreement, bidder acknowledges this is a negotiated result, and the forfeiture of said sums of money do not constitute a penalty.

Date:	Date:
Print Name:	Print Name
Signature:	Signature:
Driver's License/State:	Driver's License/State
Company:	Company:
Street:	Street:
City/Town:	City/Town:
State: Zip:	State: Zip:
Day phone:	Day phone:
E-mail:	E-mail:
SS#:	SS#:



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
<https://dos.ny.gov>

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 interest. 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 cannot 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 the 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 both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Frank Pietrzak, Associate Broker of Absolute Auctions & Realty, Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- (☒) Seller as a (check relationship below)

(☒) Seller's Agent

(☐) Broker's Agent
- (☐) Buyer as a (check relationship below)

(☐) Buyer's Agent

(☐) Broker's Agent
- (☐) Dual Agent

(☐) Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- (☐) Advance Informed Consent Dual Agency
- (☐) Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

Date: _____

Date: _____



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 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
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing 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 Frank Pietrzak, Associate Broker (print name of Real Estate Salesperson/
Broker) of Absolute Auctions & Realty, Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

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) X 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) X 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) X 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) X 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) FTP 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.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent Frank Pietrzak, Associate Broker	Date	Agent	Date

CONTRACT FOR PURCHASE & SALE OF NEW YORK REAL ESTATE

This is a legally binding contract. If not fully understood, we recommend that all parties to the contract consult an attorney before signing.

Date: November 25, 2025

This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the "Terms and Conditions" and this Purchase and Sale Contract, shall be deemed one and the same.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER

Estate of Robert S. Grumet, Nancy A. Buck, Administrator
100 North Street
Monticello, New York 12701

(even though the word "Seller" is singular, it refers to each and all of those who sign below as Seller).

B. PURCHASER

(even though the word "Purchaser" is singular, it refers to each and all of those who sign below as Purchaser).

2. PROPERTY TO BE SOLD

The property which the seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

SWISS CODE: 484089 Section-Block-Lot: 68.-1-18 Property Class Code: 210 – 1 Family residence, Size 0.85+/-ac, more commonly known at 11 Altamont Road, Town of Mamakating, Sullivan County, New York
--

This property includes all Seller's rights and privileges, if any, to all land, water, streets, and roads annexed to, and on all sides of the property. All real property, including any buildings thereon, is sold "AS IS, WHERE IS". The lot size of the property is approximately 0.85+/- acres.

3. ITEMS INCLUDED IN SALE

The following, if located on the property at the time of signing of the contract, are included in the sale, "as is:"

- A. All buildings and improvements,
- B. Lighting, heating and plumbing fixtures,
- C. Window shades, venetian blinds, traverse rods, curtain rods,
- D. All wall to wall carpeting,
- E. Storm and screen doors and windows,
- F. Water softeners (if owned by seller),
- G. All shrubbery, trees, and plants in the ground, and,
- H. Other items not listed above and which are included in the sale are listed here:

N/A

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale:

N/A

5. BUYER'S PREMIUM

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER'S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER. THE AUCTIONEER/BROKER REPRESENTS ONLY THE SELLER. If either the buyer or the seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due the Auctioneer/Broker. In the event the Buyer defaults, the funds held by the Auctioneer/Broker shall be retained to the extent of the full Buyer's Premium and the balance shall be remitted to the seller or his or her attorney.

6. FORFEITURE PROVISIONS

Buyer has heretofore deposited a sum of money at the auction as well as a 10% Buyer's Premium, which said sums are presently within a designated escrow account by the Auctioneer/Broker. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the "Terms and Conditions" of the auction, the funds provided shall be forfeit and immediately released to the Auctioneer/Broker, as same represent liquidated damages. The foregoing shall not be construed as

a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser. The parties hereto agree that it represents a fair, equitable and negotiated resolution to Seller's legitimate claim of default, and not a penalty.

7. PURCHASE PRICE

The Purchase Price is:

\$ ()

8. METHOD OF PAYMENT

The Purchaser shall pay the purchase price as follows:

A	\$	Bid tendered at Auction.
B		Ten Percent (10%) Buyer's Premium. Purchaser agrees to pay this amount.
C		Total sale/purchase price which includes the Buyer's Premium. (A+B=C)
D		Paid as a "Cash/Bank Check/Guaranteed Funds/Wire transfer" down payment with this contract at Auction to Broker's escrow account within twenty-four (24) hours of auction date.
E		Balance due in Cash, Bank or Certified Check at closing. (C-D=E)

9. MORTGAGE EXPENSES

A. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the Purchaser.

B. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

10. SELLER'S TITLE

Seller will transfer to Purchaser all his right, title and interest in the property. Seller will convey title to purchaser subject to any easements of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date. Buyer is responsible for ordering and paying for survey, title search and title insurance if he desires.

11. DEED

The property shall be transferred from Seller to Purchaser by means of a **BARGAIN & SALE or QUIT CLAIM DEED**. 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. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted. Other type of transfer: N/A

12. NEW YORK STATE TRANSFER TAX.

The Seller agrees to pay New York State Real Property Transfer Tax as set by law, except mansion tax to be paid by buyer.

13. TAX AND OTHER ADJUSTMENTS

The following shall be adjusted between the Purchaser and Seller as of the date of possession.

- A. Rents, if any, as and when collected,
- B. Interest and mortgage escrow account, if any
- C. Taxes, sewer and water rents,
- D. Municipal assessment yearly installment, if any
- E. Fuel, if any

14. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be completed with title transferred on or before **December 31, 2025**, time is of the essence.

15. POSSESSION

The purchaser shall be granted possession of the property at closing, provided transfer of title has occurred. The Purchaser recognizes that possession of the property is subject to the rights of any tenants on the property.

16. DOWN PAYMENTS:

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited with the Selling broker. Down payment(s) will be held in an escrow account designated by the Auctioneer/Broker at which time broker shall apply the total payments to the brokerage fee due and any excess of down payment over and above the fee earned will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. Any interest earned on down payments will be the property of ABSOLUTE AUCTIONS & REALTY. If the buyer fails to perform, the forfeiture provisions set forth in paragraph 6 shall apply to downpayment funds.

17. BROKER PARTICIPATION

The parties acknowledge that Auctioneer/Broker is acting as Seller's agent only. Buyer represents that no agent representing the buyer or any other such Broker will claim that they have procured this transaction unless a properly executed Broker Participation form is acknowledged by Auctioneer/Broker. In the event of any such claim outside of said Broker Participation form, Buyer shall bear full responsibility for any such claim and hold harmless and indemnify Seller or Auctioneer/Broker therefrom.

18. REMEDIES UPON DEFAULT

In the event there is no forfeiture pursuant to paragraph 6 or 16 above, seller shall have any other available remedy under New York law, including but not limited to, an action for damages, specific performance, declaratory judgment, injunctive relief, or any other recognizable claim. In the event of an action commenced in any court that possesses jurisdiction over the parties, the seller shall be entitled to recoup court fees, attorney fees, any costs associated with re-auctioning the property and/or re-marketing the property, and any other expenses reasonably related to buyer's default from the defaulting party.

19. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions herein made with respect to the Buyer's obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, and there are no warranties, guarantees or promises which shall survive title. By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.

20. BINDING CONTRACT

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile of this document will represent a fully executed contract.

21. OTHER TERMS:

- (a) This Contract is subject to a Right of First Refusal to Lake Altamont Association, Inc. and each of its members. Upon receipt of an offer to purchase, Seller must offer the property to the Association and each member. The Association and any of its members must accept said offer, in writing, within fifteen (15) days or it is deemed refused. If the offer is accepted by the Association or any of its members, this Contract becomes null and void.
- (b) This Property is located within the boundaries of Lake Altamont Association, Inc. and Buyer is required to comply with Association Rules. Buyer understands they are bound by any and all rules and By-Laws of the Association. A copy of the current Association By-Laws are annexed hereto as **Schedule A**.
- (c) Upon the completion of the sale to Buyer, Buyer must make application to the Lake Altamont Association, Inc. for membership. The application fee is \$3,000.00. If not approved, the said fee shall be returned and this Contract becomes null and void.
- (d) Buyer shall be required to execute the Deed of conveyance from Seller in compliance with paragraph 5 and as acceptance of the provisions and requirements set forth in the Agreement recorded in the Sullivan County Clerk's Office in Liber 1855, page 277, a copy of which is attached hereto as **Schedule B**.
- (e) Annual dues for the Association is \$1,500.00, payable on or before April 1st of each year.

22. THE BUYER AGREES TO PAY ABSOLUTE AUCTIONS & REALTY A BUYER'S PREMIUM OF:

\$ _____ (_____) upon signing this agreement.

23. SELLER'S AGREEMENT TO PAY COMMISSION

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay Absolute Auctions & Realty a brokerage fee of \$N/A or N/A% of the selling price stated above.

DATE: _____

DATE: _____

PURCHASER

X _____

EIN/SS# _____

X _____

EIN/SS# _____

ATTORNEY

E-Mail: _____

SELLER

X _____

Nancy A. Buck, Administrator

SS/EIN# _____

ATTORNEY

E-Mail: _____

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SAMPLE. Complete this document digitally via email link from DocuSign.

SCHEDULE A

REVISED BY-LAWS
OF
LAKE ALTAMONT ASSOCIATION, INC.

Amended as of October 2025

Article I: Name and Objectives of Corporation

Section 1. This Corporation shall be known as Lake Altamont Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. The objectives of the Lake Altamont Association shall be to furnish for its members facilities for fishing, boating, swimming, and outdoor recreation at Lake Altamont, Sullivan county, New York and vicinity; to promote cooperation among the property owners and other persons who are entitled to use the facilities of Lake Altamont; and generally to provide mutual assistance, enjoyment, and entertainment of all such persons.

Article II: Membership

Section 1. The membership of the association shall consist of those persons who have signed a certificate of incorporation as incorporators together with all persons who are hereafter elected to membership as hereinafter provided and who remain in good standing as members. Membership is mandatory for all property owners with deeded lake rights.

Section 2. Prospective members may be accepted for membership after a favorable vote by members of the association after making application to the secretary upon forms prescribed. See also Article XIV. Each application must be endorsed by at least three (3) members of the Board of Directors. Election of membership shall be by electronic or paper ballot. A negative vote by one-fourth of the members submitting ballots either in paper form or electronically shall prevent an election. All proceedings regarding election of members shall be strictly confidential. With respect to deed-holders whose membership has been terminated, the Board of Directors has the right to waive the requirement to go through the membership application process.

Section 3. A Certificate of Membership shall be issued to new members on acceptance of membership. The Certificate of Membership, being an acknowledgment of membership in the association, shall be issued in the name/names of the new member(s) as their name/names appear on their title deed, and they will share equally in benefits and duties of association membership.

Section 4. Upon the death of any member, the Certificate of Membership is automatically passed on to the survivor as named thereon with all rights, privileges and obligations as herein provided.

Section 5. Upon the death of any member leaving a surviving spouse not named on the Certificate of Membership, the Certificate of Membership shall automatically be passed to such spouse providing survivor becomes vested with the ownership of the decedent's property situated at or near Lake Altamont. If a member dies without leaving a spouse entitled to succeed to membership as aforesaid, the Certificate of Membership shall vest in the legal heir or heirs of the decedent succeeding to a decedent's title to the property situated at or near Lake Altamont. Upon the death of a member not leaving a legal heir entitled to succeed to the membership as aforesaid, the membership will cease. In this instance, a new application for membership by the new property owner(s) will be required.

Section 6. The Certificate of Membership and the rights, privileges and obligations of a member shall not be assignable except to spouse, child, or spouse of such a child after due application and a favorable vote as provided by Section 2 of this Article. No application fee shall be required upon the assignment of a member.

Section 7. Regardless of how many persons are named on the Certificate, each deed holder shall have one (1) vote only at a meeting of the members, unless said deed holder shall possess an additional residential property and Certificate for which they are paying association dues. In such a situation, one vote per residential property with Certificate shall be permitted.

Article III: Government

Section 1. The governing Board of the Corporation shall consist of five (5) Directors, four of whom must be homeowners at Lake Altamont. The Directors are to be elected in accordance with Article V of these By-Laws.

Section 2. The Directors shall appoint a President, a Vice-President, a Secretary, and a Treasurer chosen from the governing Board. The Secretary and Treasurer may be one person.

Section 3. The general management of the Corporation shall be vested in the Board of Directors.

Section 4. The President shall be a member ex-officio with full voting privileges of all committees.

Section 5. There shall be two standing committees: a grounds committee and a finance committee. Such committees shall be appointed by the President and shall be of such size and have such duties as the Board of Directors shall determine. The President from time to time may appoint additional committees as needed or requested by the board.

Article IV: Meetings

Section 1. The annual meeting of the Corporation shall normally be held on the first Friday of June of each year. The Board of Directors may reschedule the meeting date at its discretion. Notice of the time and place of holding same shall be sent to each member at least ten (10) days prior thereto.

Section 2. Special meetings may be called by (a) the President at any time upon due notice to each member, or (b) the Secretary upon request of five (5) members to such officer made in writing, notice of same to be sent to each member at least ten (10) days prior to said meeting.

Section 3. At all meetings of the association, either regular or special, a majority of all members in good standing (including proxies) shall be necessary to constitute a quorum (See Section 4, this Article).

Section 4. If a quorum is not present, the presiding officer may adjourn the meeting to a specified day and hour. However, if enough specific proxies are in the hands of the secretary to constitute a quorum, those specific matters (including election of directors) may be voted on. Specific matters to be voted on must be sent to the members at least ten days prior to the meeting according to the notices provision in Article 12.

Section 5. At all annual meetings of the association, the order of business shall include, but not be limited to the following:

- a) Reading of the Minutes not previously read (Board and Regular Meetings)
- b) Reports of Officers
- c) Reports of committees
- d) Election of Directors (Annual Meeting only)
- e) Unfinished Business
- f) New Business

Section 6. Attendance at a meeting is defined to include attendance in person, by telephone, by video conference and by proxy.

Article V. Election of Directors

Section 1. The Directors of the corporation shall be elected at each annual meeting. Each household/member shall be entitled to one (1) vote or as specified in Article 2, Section 7 and the top five vote getters shall be declared elected. In case of a tie there will be a run-off among the tied candidates. Votes for Directors may be cast by proxy if a member is unable to attend the annual meeting.

Section 2. The Directors shall be elected to office for one (1) year only; i.e., until new Directors are elected at the next annual meeting. In the event that an annual meeting is not held, the directors then in office shall hold office until their successors are elected.

Section 3. The Board of Directors shall elect one President, one Vice-President, one Secretary, and one Treasurer (Also, see Article III, Section 2). The meeting of the Board of Directors to elect officers shall be held within one (1) month following the annual meeting of the members, and the officers elected shall hold office until new officers are elected.

Article VI. Vacancies in Office

Section 1. If a vacancy occurs among the officers, such vacancy shall be filled for the unexpired term by the Board of Directors.

Section 2. If a vacancy occurs among the Directors prior to January 1 of the term of office, the President may appoint a member to fill the vacancy within thirty (30) days of receiving notice of resignation.

Article VII. Duties of Officers

Section 1. The President shall preside at all meetings of the Association and of the board of directors.

Section 2. In the absence of the President, the Vice-President shall perform those duties, and in the absence of both the President and the Vice-President, the Treasurer shall preside and assume the duties of the President.

Section 3. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, and shall issue all calls for meetings of the association or the Board of Directors. The Secretary shall keep an accurate account and collect all application fees, dues, fines, charges due from members and perform such other duties as may be required.

Section 4. The Treasurer shall have charge of all funds received and shall deposit same in the name of the Association and disburse said funds as requested. The Treasurer shall keep accounts of receipts and disbursements of such funds, and give an itemized statement of same at regular meetings of the Association or as otherwise requested.

Section 5. The President or Vice-President and Secretary/Treasurer shall be authorized to sign all leases, contracts, or other instruments, with the exception of checks, which may be signed by any one (1) officer.

Section 6. The minutes, books and records of the Association shall be made available for inspection to any member upon request to the Secretary.

Section 7. Meetings of the Board of Directors may be called by the President or may also be called by the Secretary upon request of any two (2) members of the Board of Directors. Notice to all board members is required.

Section 8. A majority of the Board of Directors shall constitute a quorum.

Article VIII. Duties and Powers of the Board of Directors

Section 1. The Board of Directors shall have general charge and management of the affairs, funds, and property of the Association. It shall have full power and it shall be their duty to carry out the purposes of the association according to the By-Laws, to determine whether the conduct of any member is detrimental to the welfare of the association and to fix the penalty of such misconduct or any violation of the By-Laws and rules. In furtherance of its powers, the Board shall have the power to impose assessments subject to majority vote of the Board.

Section 2. The Board of Directors shall have power to enforce the By-laws, regulate the use of the association property, and define the fishing, boating, and swimming privileges of members and their guests.

Section 3. The Board of Directors shall have power to appoint such committees as may be necessary, to vote the expenditure of money as it deems necessary or

advisable, and to contract for lease in the name of the Association any water rights, properties, or facilities for use of the members.

Section 4. The decision of the Association to purchase additional property shall be vested in the total membership. The decision will be made at a regular or special meeting at which a quorum is present. A vote of one-half plus one of the total membership shall be required to acquire additional property.

Section 5. The decision of the Association to sell property shall be vested in the total membership. The decision will be made at a regular or special meeting at which a quorum is present. A vote of one-half plus one of the total membership shall be required to sell property.

Article IX. Compensation of Directors and Officers

Section 1. None of the Officers, Directors, or members serving on committees shall receive any salary or compensation for services rendered to the association.

Article X. Application Fees and Dues

Section 1. All applicants for membership shall pay a fee of Three Thousand Dollars (\$3,000.00). These funds shall become the property of the Association, but in the event membership is not approved, the said fee shall be returned to the applicant.

Section 2. The annual dues for each fiscal year, or any part thereof, shall be Fifteen Hundred Dollars (\$1,500.00). All applications for membership must be accompanied by the first year dues, and in the event membership is not approved, said dues will be returned to the deed holder or applicant. The fiscal year runs from April 1 to March 31.

Section 3. The annual dues shall be payable on or before April 1st of each year and shall be paid to the Secretary or Treasurer. All checks should be made payable to Lake Altamont Association, Inc. A late fee of 1% per month will be assessed after May 1.

Section 4. Any deed holder whose dues are unpaid on June 1st of any year shall not be entitled to use of any waters, properties, or facilities owned by or under lease or contract by the association, and the members of the household and guests of all such unpaid members shall be barred from privileges, including voting.

Section 5. Any deed holder whose dues or assessments remain unpaid for at least one (1) year after date due shall automatically be terminated from membership. Notice

to the non current member of loss of membership shall be provided 30 (thirty days) before termination.

Section 6. Any deed holder whose membership has been terminated due to non-payment of dues or assessments or for By-law violations will remain legally liable to pay the Association an amount equal to the membership fees, dues, or assessments currently in effect or in the future payable to the Association. The Board of Directors shall have the right to take legal action toward the collection of unpaid dues or assessments, including, but not limited to, filing a lien on the property or similar action. The amount of such unpaid dues or assessments shall be considered the deed holder's share of the common costs of the Association which include, but are not limited to, payment of real estate taxes, insurance, lawn maintenance, road maintenance, plowing, and so forth.

Section 7. The deed holder whose membership has been terminated will be liable for collection costs including, but not limited to, legal, court and related action fees.

Article XI. Rules and Regulations for Members and Guests

Section 1. All members agree to abide by the By-Laws, rules, and regulations of the Association.

Section 2. No person except members of the household of the Association member or a guest of such household shall use any waters, properties, or facilities owned, leased, or contracted for or by the Association for any purpose whatever. All guests are required to display a membership plaque on the dock board. Guests under the age of 18 must be accompanied by an adult.

Section 3. As used in this article, the term "guest" shall be limited to (a) persons actually visiting a member or (b) persons occupying the property of a member without rental or consideration. See also Section 14 of this Article XI.

Section 4. Any member whose conduct while using the waters, properties, or facilities owned, leased, or contracted for by the association, shall, in the opinion of the Board of Directors of the association, be considered detrimental to the welfare of the Association, may be expelled from the membership by a vote of three-fourths of the entire membership after due notice to such member, but affording the aggrieved member due process to be heard. Membership privileges are revoked during this process period.

Section 5. Fishing through the ice is permitted so long as it does not interfere with ice skating activities. There shall be no gasoline devices of any kind used on the

lake. New York State fishing regulations shall be followed at all times, and it is suggested that a catch and release system be used by the members and their guests. Members and their guests are responsible for removing all debris, fishing gear, bait cans etc. and leaving the lake in pristine condition.

Section 6. Property sold by the association and not built upon within a period of two years from the date of Title will revert back to the association at the price paid less a charge of \$200.00 and all legal fees.

Section 7. A ten foot pathway will exist on Lot C-7 (Between C-7 and C-8) making Lot C-7 ninety foot frontage; a ten foot pathway will exist on Lot E-3 (between E-3 and E-4) making Lot E-3 ninety foot frontage.

Section 8. Swimming by any persons in Lake Altamont is prohibited between the hours of 9:30 p.m. and 6 a.m.

Section 9. The use of snowmobiles, motorcycles, landrovers, and other such vehicles on Association properties is banned except to use roads to go to a home of a member.

Section 10. Lake Altamont Association endorses and supports the Town of Mamakating Leash Law with particular request to its members that dogs always be leashed on Lake Altamont property.

Section 11. Members are permitted to use Association property for social gatherings provided that a request for the event is submitted to a board member 15 days prior to the event. Such request must indicate, date, times, crowd size and any other pertinent information including provisions for clean-up and repairs. The member is responsible for restoring the area used, including but not limited to, roads, grounds, trees and docks, to its previous, undamaged condition. See also Section 13 of this Article XI.

Section 12. Members are expected to participate in at least two of the regularly scheduled work days. Members who have not participated in at least two work days in the prior fiscal year will be billed an additional \$200 maintenance charge at the time dues notices are sent out. Members who have participated in one work day will be billed an additional \$100. Credit for work days shall be given at the discretion of the Director in charge of Grounds.

Section 13. Members must obtain board approval in advance (at least 15 days) if they plan to allow delivery or construction vehicles with a gross weight exceeding 20

tons access to their property. This restriction applies to vehicles of any weight that may damage Association roads or property. The member is responsible for restoring any damaged areas to their previous condition.

Section 14. Lake Altamont Association endorses and supports the proposed Town of Mamakating "Regulation of Short-Term Rentals" which would limit and regulate the rental of homes for a period of 30 consecutive nights or less. Members who intend to rent out their property for a period of 30 consecutive nights or less must first give 60 days' notice to the board, submit a short-term rental permit application with fee and obtain the approval of at least 3 board members. Rental of a property for longer than 30 consecutive nights is not permitted.

Article XII. Notices

Section 1. All notices to members shall be mailed to their addresses as given on the books of the Association, whether electronic or physical, and such mailing shall constitute presumptive evidence of service thereof. Members are required to notify the Secretary of their preferred and current address for purposes of notification.

Article XIII. Amendments

Section 1. These By-Laws may be amended only by a majority vote of the members at a regular or special meeting of the association provided notice of the proposed amendment(s) has been provided.

Article XIV. Right of First Refusal

Section 1. In accordance with an agreement dated June 7, 1995, between Lake Altamont Association, Inc. and certain landowners, the sale or transfer of a member's property to a party other than immediate family shall be subject to a right of first refusal by the Association or any of its members.

Section 2. Upon receipt of an offer to purchase, the seller shall offer the property to the Association and to each member. The offer to the Association and its members shall include the amount of the offer and relevant terms and conditions. The Association and any of its members must accept said offer, in writing, within fifteen (15) days or it is deemed refused. In the case where the Association and any member(s) both tender acceptances within fifteen (15) days, the Association shall have first priority,

Section 3. When such agreement and current By-Laws are not in accord said agreement will take precedent.

SAMPLE. Complete this document digitally via email link from DocuSign.

SCHEDULE B

AGREEMENT

DATED: JUNE 7, 1995

BOOK 1855 PAGE 277

PARTIES: LAKE ALTAMONT ASSOCIATION, INC.

party of the first part; and

The undersigned landowners (including LAKE ALTAMONT ASSOCIATION, INC.)

parties of the second part

W I T N E S S E T H

WHEREAS the parties of the second part are owners of property located at Lake Altamont, in the Town of Mamakating, Sullivan County, New York, and

WHEREAS the party of the first part is the owner of Lake Altamont and all remaining lands conveyed to it by HARRY D. GOULD by deed dated December 3rd, 1951, and recorded in Liber 461 of deeds at Page 284, and

WHEREAS the parties desire to regulate the future sale of real estate located within the confines of Lake Altamont as shown on an amended map of lands of HARRY D. GOULD filed in the Sullivan County Clerk's Office on July 30, 1992, and to provide for the future maintenance of the lands owned by the party of the first part.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The parties of the second part, their heirs, executors and assigns shall retain the right to transfer and convey their real property interests in all cases where said transfer or conveyance are without consideration and to a natural person(s). In any such case the new owner shall not be assessed an initiation fee to become a member of the Lake Altamont Association.

BOOK 1855 PAGE 278

2. The parties of the second part, their heirs, executors and assigns shall retain the right to transfer and convey their real property interests for any consideration, to a member of his immediate family. In any such case the new owner shall not be assessed an initiation fee to become a member of the Lake Altamont Association.

3. In all other cases, where the parties of the second part, their heirs, executors and assigns, desire to dispose of their real property interests by deed, grant, devise or otherwise, they shall not have the right to do so unless:

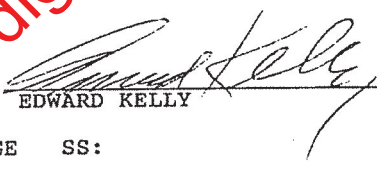
- a) the transfer is to a natural person(s); and
- b) they shall have first received a bona fide written offer to purchase; and,
- c) upon receipt of such an offer to purchase, they shall offer the property, in writing, to the party of the first part and its members. The written offer to the association and its members shall include a copy of the offer to purchase and an offer to sell upon the same terms and conditions. The party of the first part and/or any of its' members must accept said offer, in writing, within fifteen (15) days or it is deemed refused. In the case where the association and any member(s) both tender acceptances within fifteen (15) days, the association shall have first priority.

4. The parties of the second part individually agree to join and retain membership in the Lake Altamont Association and agree to abide by such by laws, rules and regulations as the party of the first part, its successors or assigns may deem necessary from time

to time governing the use thereof for the benefit of all present and subsequent purchasers of property, including but not limited to payment of all initiation fees, dues, fees and assessments, as they are due.

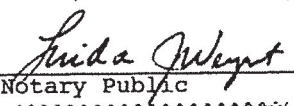
5. The parties of the second part individually agree that any transfer or conveyance of their individual property interest, by deed, grant, gift, devise or otherwise shall contain a covenant requiring the grantee to join and retain membership in the Lake Altamont Association according to the provisions of paragraph "3" hereof.. Said covenant shall run with the land and be enforceable by the Association and/or by any of it's members individually.

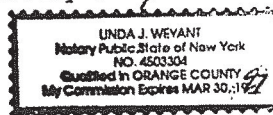
6. This agreement shall run with the land and be binding upon the parties hereto and enure to the benefit of their respective heirs, representatives, successors and assigns. The parties agree that this agreement shall be filed with the Clerk of the County of Sullivan and be indexed against each of the properties as listed in Schedule A.


EDWARD KELLY

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came EDWARD KELLY, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

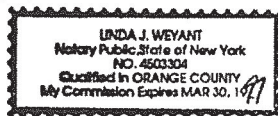


BOOK 1855 PAGE 280

Sharon Kelly
SHARON KELLY

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came SHARON KELLY, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.



Linda J. Weyant
Notary Public

~~CHARLES V. FRYER~~

~~STATE OF NEW YORK, COUNTY OF ORANGE SS:~~

~~On the ___ day of ___, 1995, before me personally came CHARLES V. FRYER, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.~~

~~Notary Public~~

~~JUNE K. FRYER~~

~~STATE OF NEW YORK, COUNTY OF ORANGE SS:~~

~~On the ___ day of ___, 1995, before me personally came JUNE K. FRYER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.~~

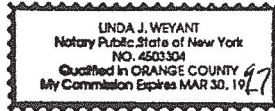
~~Notary Public~~

Scott Ferrier
SCOTT FERRIER

STATE OF NEW YORK, COUNTY OF ORANGE

SS: 074-54-5828

On the 7 day of June, 1995, before me personally came SCOTT FERRIER to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.



Linda J. Weyant
Notary Public

Kimberle Ferrier
KIMBERLE FERRIER

STATE OF NEW YORK, COUNTY OF ORANGE SS:

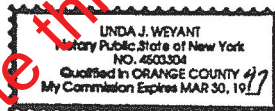
On the 7 day of June, 1995, before me personally came KIMBERLE FERRIER to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Dennis Macleay
Notary Public

Dennis Macleay
DENNIS MACLEAY

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came DENNIS MACLEAY to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.



Linda J. Weyant
Notary Public

BOOK 1855 PAGE 282

MARK ANTONOFF

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came MARK ANTONOFF to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

LINDA J. WEYANT
Notary Public State of New York
NO. 4503304
Qualified in ORANGE COUNTY
My Commission Expires MAR 30, 1997

Linda J. Weyant
Notary Public

WILLIAM S. BEAKES

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came WILLIAM S. BEAKES to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

LINDA J. WEYANT
Notary Public State of New York
NO. 4503304
Qualified in ORANGE COUNTY
My Commission Expires MAR 30, 1997

Linda J. Weyant
Notary Public

DEBRA BEAKES

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came DEBRA BEAKES to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

LINDA J. WEYANT
Notary Public State of New York
NO. 4503304
Qualified in ORANGE COUNTY
My Commission Expires MAR 30, 1997

Linda J. Weyant
Notary Public

~~MARY ELIZABETH DONNELLY~~

STATE OF NEW YORK, COUNTY OF ORANGE SS:

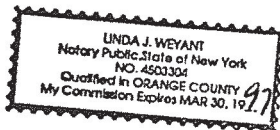
On the 1 day of June, 1995, before me personally came MARY ELIZABETH DONNELLY to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public

Helen Laroe Robinson
HELEN LAROE ROBINSON

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came HELEN LAROE ROBINSON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

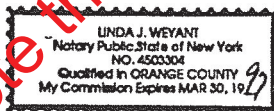


Linda J. Weyant
Notary Public

Douglas Porto
DOUGLAS PORTO

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came DOUGLAS PORTO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.



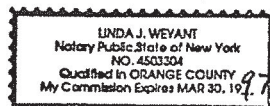
Linda J. Weyant
Notary Public

BOOK 1855 284

Ruth E. Porto
RUTH E. PORTO

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came RUTH E. PORTO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.



Linda J. Weyant
Notary Public

WITNESS:

[Signature]

Judith Haskell
JUDITH HASKELL

STATE OF NEW YORK, COUNTY OF ORANGE SS.:

On the 24th day of June, 1995, before me came WILLIAM S. BEAKES, the subscribing witness to the foregoing instrument, to me personally known, who being by me duly sworn, did depose and say that he resides at R.D.#1, Box 430G, Bloomingburg, NY, that he knows JUDITH HASKELL and that he knows said JUDITH HASKELL to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present and saw her execute the same; and that he, said WILLIAM S. BEAKES, at the same time subscribed his name as witness thereto.

FRANK D. BLIZARD, JR.
NOTARY PUBLIC, State of New York
Qualified in Orange County
May 31, 1996

Frank D. Blizard Jr
Notary Public

CHRISTOPHER SMITH

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came CHRISTOPHER SMITH to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

-Notary Public-

CATHLEEN SMITH

STATE OF NEW YORK, COUNTY OF ORANGE SS:

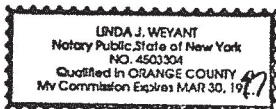
On the 7 day of June, 1995, before me personally came CATHLEEN SMITH to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public

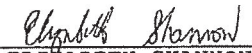
 TIMOTHY SHANNON

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came TIMOTHY SHANNON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

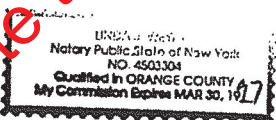
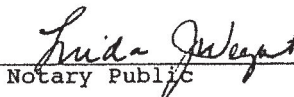


 Notary Public


 ELIZABETH SHANNON

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came ELIZABETH SHANNON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

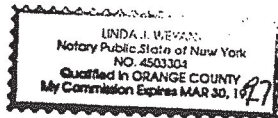


 Notary Public

BOOK 1855 PAGE 286

Roberta Sitomer
ROBERTA SITOMER

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came ROBERTA SITOMER to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she executed the same.



Linda J. Meyan
Notary Public

MAY TAYLOR

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came MAY TAYLOR to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she executed the same.

Notary Public

LAKE ALTAMONT ASSOCIATION, INC.

By: William S. Beakes

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 7 day of June, 1995, before me personally came William S. Beakes to me known, who, being by me duly sworn, did depose and say that he resides at RD 1, Box 430G, Booningsburg, N.Y.; that he is the Secretary of LAKE ALTAMONT ASSOCIATION, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the

SCHEDULE A

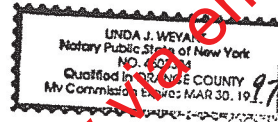
BOOK 1855 PAGE 287

Current Owner	Town of Mamakating Tax Map Designation		
	S	B	L
Kelly, Edward and Sharon	68.	- 1 -	1.2 5 6 7.2
Fryer, Charles V. and June K.	68.	- 1 -	1.3
Mills, Louis V., Jr. and Chelakin, Irmenja	68.	- 1 -	1.4 2
Lindsey, Marden	68.	- 1 -	3
Ferrier, Scott and Kimberle	68.	- 1 -	4
MacLeay, Dennis	68.	- 1 -	7.1 8 9
Antonoff, Mark	68.	- 1 -	11.1 25
Beakes, William S. and Debra	68.	- 1 -	12 13
Donnelly, Mary Elizabeth	68.	- 1 -	14 15
Robinson, Helen Laroe	68.	- 1 -	16
Porto, Douglas and Ruth E.	68.	- 1 -	18 19
Haskell, Judith	68.	- 1 -	20
Smith, Christopher and Catherine	68.	- 1 -	21
Shannon, Timothy and Elizabeth	68.	- 1 -	22 23 24
Sitomer, Roberta	68.	- 1 -	93 92 88 91
Taylor, May	68.	- 1 -	17
Lake Altamont Associates, Inc.	68.	- 1 -	10 11.2

BOOK 1855 PAGE 288

seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the board of directors of said corporation, and that he signed his name thereto by like order.

Linda J. Weyant
Notary Public



A TRUE RECORD ENTERED 2-5-96

George L. Cooke GEORGE L. COOKE, CLERK

Please upload photo of your
driver's license.

SAMPLE. Complete this document digitally via email link from DocuSign.