

Village of Scottsville ZONING BOARD OF APPEALS Meeting
Thursday April 07, 2022 at 7:00 pm
Johnson Park Pavilion
3 Browns Ave
AGENDA

Zoning Board Members:

Kevin Marks, Chairman
Steve Cullum
Patti Brandes
David Domina
Mark Smith

Call to Order: called to order the regular meeting of the Village of Scottsville **Zoning Board of Appeals** at pm on held at Johnson Park Pavilion, 3 Browns Ave, Scottsville NY 14546

Pledge of Allegiance:

Roll Call:

Kevin Marks
Steve Cullum
Patti Brandes
David Domina
Mark Smith

Also Present: Ginny Winter
Nikki Whitmarsh

Approval of Minutes:

Motion: made by and seconded by to approve minutes of the March 10, 2022 Zoning Board Meeting as submitted.

Vote: Carries (-)

Kevin Marks
Patti Brandes
Mark Smith

Steve Cullum
David Domina

New Business:

Application for subdivision of 385 Scottsville Mumford Rd- Schultz Associates

Old Business:

2 Genesee St, variance application

Motion: made by and seconded by to schedule a public hearing of the Zoning Board of Appeals on May 12, 2022 regarding review of a request for variance at 2 West Genesee Street, parcel ID# 200.06-1-44. Variance review to be done in accordance with the requirements outlined in Article X of the zoning code and variances in Section 170-54. Specifically, the request is for a variance from side setback for an accessory structure of 5 feet as specified by the Residential District Dimensional Requirements in Section 170-11.B, Table 170-11.2 (Chapter 170, Attachment 2).

ADJOURNMENT:

Motion: Made by _____ and seconded by _____ to adjourn the meeting at _____ p.m.

VOTE: *Carries (-)*
 Kevin Marks
 Patti Brandes
 Mark Smith

Steve Cullum
David Domina



129 SOUTH UNION STREET
PO BOX 89
SPENCERPORT, NY 14559
OFFICE: (585) 349-3750
FAX: (585) 349-3751
www.schultzassociatespc.com

RECEIVED

February 2, 2022

Doug Barber
Village of Scottsville, Building Department
22 Main Street, Suite 3
Scottsville, NY 14559

RE: Proposed Subdivision – 585 Scottsville-Mumford Road – Wheatland-Scottsville Joint Fire District

Dear Mr. Barber:

On behalf of our client, the Wheatland-Scottsville Joint Fire District, we are submitting to you this Letter of Intent, Short EAF, and Conceptual Subdivision Map.

Proposed Project:

The Wheatland-Scottsville Joint Fire District has been in negotiations with the Village of Scottsville for the purchase of a portion of the parcel that the current fire stations lies on, as a part of these talks we have prepared a proposed subdivision showing the new parcel configuration along with a proposed lease parcel for the boards consideration.

The current parcel falls within a zoning district that is labeled as unzoned.

We are requesting that we be placed on the agenda for the February 10th planning / zoning meeting.

We look forward to working with you and the Board Members on this project. Please do not hesitate to contact me should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert B. Hatch'.

Robert B. Hatch, L.S.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Scottsville-Mumford Joint Fire Distract Subdivision			
Project Location (describe, and attach a location map): 585 Scottsville-Mumford Road			
Brief Description of Proposed Action: The Wheatland-Scottsville Joint Fire District is planning on purchasing a portion of the Village property that the current fire station sits on, along with the existing out building and they also plan on leasing the are on the exiting ball field. No new development is proposed as a part of this application.			
Name of Applicant or Sponsor: Wheatland-Scottsville Joint Fire District		Telephone: (585) 889-1900 E-Mail: Jay.Coates@scottsvillefiredept.org	
Address: 385 Scottsville-Mumford Road			
City/PO: Scottsville		State: NY	Zip Code: 14559
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Village Planning Board Approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 11.292 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 47 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

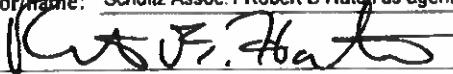
	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Schultz Assoc. / Robert B Hatch as agent for Wheatland-Scottsville JFD</u> Date: <u>2/2/2022</u>		
Signature: <u></u> Title: <u>Project Manager</u>		

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Gamin, USGS, Intermap, INCREMENTP, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

- Part 1 / Question 7 [Critical Environmental Area] No
- Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] Yes
- Part 1 / Question 12b [Archeological Sites] Yes
- Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
- Part 1 / Question 15 [Threatened or Endangered Animal] No
- Part 1 / Question 16 [100 Year Flood Plain] No
- Part 1 / Question 20 [Remediation Site] No



**VILLAGE OF SCOTTSVILLE ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE**

Please fill out the entire application. Your application must include a complete project description, building plans or diagrams, an instrument survey or a plot plan. All maps and plans must include such items as buildings, roads, driveways, porches, swimming pools, sheds and existing easements along with dimensions and distances. You may also include any additional sheets needed for answering questions. Incomplete applications and/or missing information will not be accepted for processing and therefore would postpone the Board's review.

Name: Robert B. Hatch, LS Owner Agent Date: 2-21-2022
Address: 129 South Union Street Spencerport, NY 14559
Property Address: 385 Scottsville-Mumford Road
Property Owners Name: Village of Scottsville
Daytime Telephone: 585-212-1139 Night Telephone: 585-212-1139

Please describe the details for the variance you are requesting:

The Fire District and the Village have been negotiating the sale of the existing firehouse and associated improvements. The parcel falls in an area that is classified as unzoned. This application is being provided to start the conversation for the subdivision of this parcel.

What created the condition for which you are applying for a variance?

The proposed new lot would be the condition that would create the need for a variance, if one is needed at all.

What will be the effect of this proposed variance on the character of the neighborhood or to nearby properties?

The character of the neighborhood will not be changing and will not have an affect on neighboring properties.

What will be the effect of this proposed variance on the environment?

There is no new construction being proposed so this application will not have any effect on the environment.

(The next two questions are for **USE variances only**)

Can this property realize a reasonable return as is: if the answer is NO, then provide proof that it can not.

n/a

What is the hardship relating to this property, and is it unique to this property? Please describe your answer in detail.

n/a

(The next question is for **AREA variances only**.)

Can the benefit sought by you be achieved by some other method, feasible for you to pursue, other than an area variance. Please provide details to substantiate your answer.

Is there any additional information that you wish the Board to consider?

Date: 2-21-2022

Signed: 

For Office Use Only

Application Received: _____ **Complete** **Fee:** _____

Applicable Town Code Sections _____

Building Inspectors

Recommendation: _____

Public Hearing Date: _____ **Board Action Date:** _____

Board Action: **Approve as requested** **Approve with conditions**
 Denied

Conditions: _____

Zoning Board Chairman: _____ **Building Permit Issued:** _____

Permit Expiration Date: _____ **Building Inspector:** _____



PAID
NOV 15 2021
VILLAGE OF SCOTTSVILLE

CL# 1155

VILLAGE OF SCOTTSVILLE ZONING BOARD OF APPEALS APPLICATION FOR VARIANCE

Please fill out the entire application. Your application must include a complete project description, building plans or diagrams, an instrument survey or a plot plan. All maps and plans must include such items as buildings, roads, driveways, porches, swimming pools, sheds and existing easements along with dimensions and distances. You may also include any additional sheets needed for answering questions. Incomplete applications and/or missing information will not be accepted for processing and therefore would postpone the Boards review.

Name: Edward and Lisa Everts Owner Agent Date: 11/11/21
Address: 2 Genesee St. Scottsville
Property Address: Same
Property Owners Name: Same
Daytime Telephone: [REDACTED] Night Telephone: [REDACTED]

Please describe the details for the variance you are requesting:

We currently have an easement on the driveway that is right up to the neighbors fence. We are looking to buy a re-survey that easement which is about 4 ft. and would like to build on the property. ^{includes} We will own that property. We have gotten permission from the neighbors and they have agreed to have it re-surveyed.
What created the condition for which you are applying for a variance?

We are looking to create another parking spot and storage as we have 3 kids and one will be getting a car soon and living at home while going to college. We only have a 2 car driveway and this would let us extend it back to make the 3rd spot.
What will be the effect of this proposed variance on the character of the neighborhood or to nearby properties?

This garage will blend into our house as it will be attached to our house. Other houses on the street also have garages.

What will be the effect of this proposed variance on the environment?

No effect

(The next two questions are for **USE variances only**)

Can this property realize a reasonable return as is: If the answer is NO, then provide proof that it can not.

We are already using the extra 4 feet as our driveway space as it is already on it as an easement

What is the hardship relating to this property, and is it unique to this property? Please describe your answer in detail.

The hardship to not including the variance would be not having the extra door on the garage to access the backyard easily

(The next question is for **AREA variances only**.)

Can the benefit sought by you be achieved by some other method, feasible for you to pursue, other than an area variance. Please provide details to substantiate your answer.

We would need that extra 4 feet to build the garage so we can have a bay garage door and another walk in door. This is the only access point into our backyard because we have a fence and would like the extra door so we don't have to open the back door to access the backyard every time. **Is there any additional information that you wish the Board to consider?** The garage would be used for additional parking and we are also wanting to have storage above the garage. The extra storage is also helpful because the attic is not very big and our basement can get damp, so we try not to store much down there. Without this variance we wouldn't be able to build on the property line and our contractor said we will not have enough feet to add the extra door on the garage.

Date: 11/12/21

Signed: 

R1-G

For Office Use Only

Application Received: 11/5/21 Complete Fee: pa

Applicable Town Code Sections 170-11-2 (D)

Building Inspectors

Recommendation: Side set back per code is 5'. However
to build over required set back. OK w/ plans just
need variance.

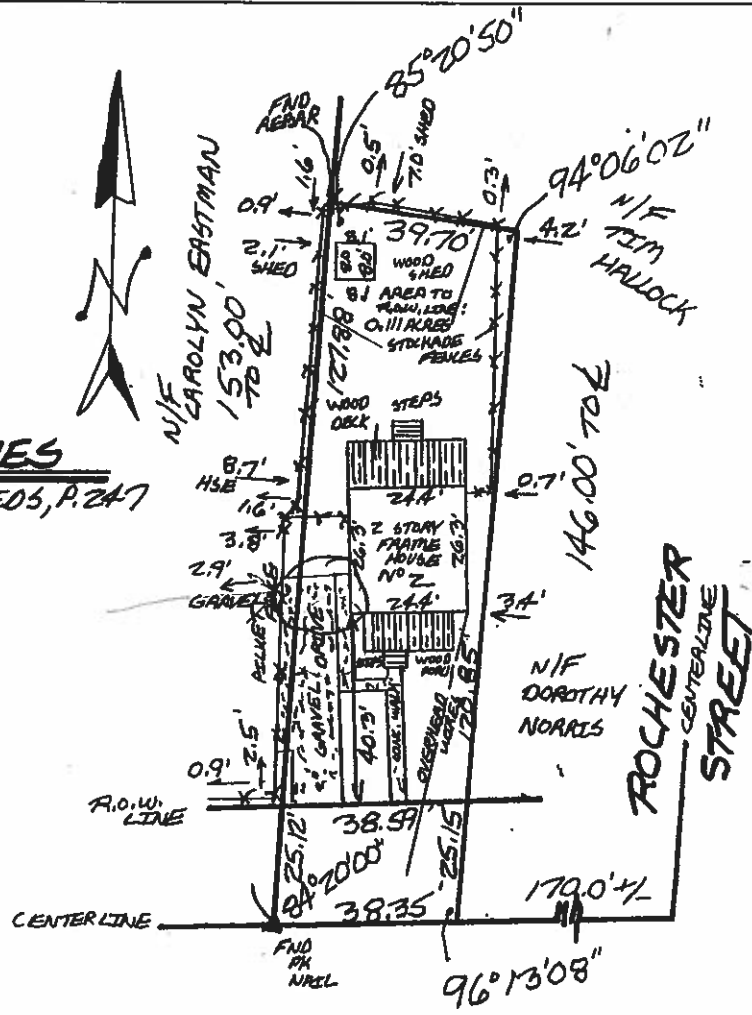
Public Hearing Date: _____ Board Action Date: _____

Board Action: Approve as requested Approve with conditions
 Denied

Conditions: _____

Zoning Board Chairman: _____ Building Permit Issued: _____

Permit Expiration Date: _____ Building Inspector: _____



REFERENCES
 1. L. 9836 DEEDS, P. 247

WEST GENESEE (50' R.O.W.) STREET

"GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

"UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW."

I HEREBY CERTIFY TO THE PARTIES LISTED HEREON THAT THIS MAP WAS COMPLETED ON MAY 17, 2005 FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON MAY 16, 2005 USING THE REFERENCE MATERIALS LISTED.

Bruce E. Fries



BRUCE E. FRIES N.Y.S.P.L.S. NO. 050263
 4150 RIDGE CHAPEL ROAD, MARION, NEW YORK 14505

CERTIFIED TO:

1. AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS AND/OR ASSIGNS,
2. BANKERS TITLE
3. EDWARD L. EVERTS
4. MICHAEL SANTARIELLO, ESQ.

INSTRUMENT SURVEY MAP 2 WEST GENESEE STREET VILLAGE OF SCOTTSVILLE

MONROE COUNTY TOWN OF WHEATLAND NEW YORK
 SCALE: 1" = 30' MAY 17, 2005

BRUCE E. FRIES
 PROFESSIONAL LAND SURVEYOR
 PHONE: 800-772-3734 4150 RIDGE CHAPEL ROAD • MARION, NEW YORK 14505 FAX: 800-772-7419



BUILDING PERMIT APPLICATION

Property where work will be performed:

Address: 2 Genesee St.

Owners Name: Lisa & Edward EVERTS

Owners Address: 2 Genesee St. Phone: 889-1162

Contractor Information:

Name: Doug Schimpf Email Address: ~~XXXXXXXXXXXXXXXXXXXX@XXXXXXXXXX~~

Address: _____ Phone: ~~XXXXXXXXXX~~

Estimated Cost of Project: \$15,000 - 16,000 Square Footage: 1 car gar. Zoning District: R1-C

Project Description: 1 car garage & storage above - looking to have 4 feet or so of neighbors property re-surveyed to build on where our driveway already is and an easement is

- | | | | |
|--------------|-------------------------------------------------|-------------------------------------------|----------------------------------------------------|
| Permit Type: | <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Industrial |
| Use: | <input type="checkbox"/> New Construction | <input type="checkbox"/> Addition | <input type="checkbox"/> Interior Renovation |
| | <input type="checkbox"/> Change of Use | <input type="checkbox"/> Demolition | <input type="checkbox"/> Excavation/Fill/Site Work |
| | <input type="checkbox"/> Accessory Structure | <input type="checkbox"/> Shed | <input type="checkbox"/> Deck |
| | <input type="checkbox"/> New Furnace | <input type="checkbox"/> Fireplace Insert | <input type="checkbox"/> Wood/Pellet Stove |
| | <input type="checkbox"/> Fence | <input type="checkbox"/> Porch | <input type="checkbox"/> Plumbing |
| | <input type="checkbox"/> Generator | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Sign/Awning |
| | <input type="checkbox"/> Roof Repair/Replace | <input type="checkbox"/> Solar | |
| | <input type="checkbox"/> New Swimming Pool: | <input type="checkbox"/> In Ground Pool | <input type="checkbox"/> Above Ground Pool |
| | <input type="checkbox"/> Other _____ | | |

CERTIFICATION:

Application is hereby made to the Village of Scottsville for the issuance of a Building Permit, Pursuant to the Zoning Ordinance of the Village of Scottsville as herein described. I acknowledge that no construction activities shall be commenced prior to the issuance of a valid building permit. I affirm that I have read the instructions and that the application, plans and supporting documentation are true and a complete statement and description of the work proposed and that all work will be performed in accordance with the NYS Building Code, local laws and ordinances and with local zoning regulations whether specified herein or not. I authorize access to the Code Enforcement Officer or representative during all phases of construction for the purpose of inspections. I agree to prominently display on the premises the building permit issued and abide by all Planning Board and Zoning Board of Appeals approvals and all plan amendments made by the Building Department. I further acknowledge and agree that prior to occupying the facilities governed by this building permit; I or my agents will obtain a Certificate of Occupancy.

Make checks payable to: Village of Scottsville Mail or deliver to: 22 Main Street, Suite 3, Scottsville, NY 14546

HOMEOWNER SIGNATURE: Edward Everts DATE: 11/3/21

CONTRACTOR SIGNATURE: _____ DATE: _____

CODE ENFORCEMENT OFFICER: [Signature] DATE: _____



APPLICATION FOR BUILDING PERMIT

Please fill out second and third sheets as well

PROPERTY ADDRESS:

2 Genesee St. Scottsville

OWNER/BUSINESS NAME:

Doug Schimpf

DATE:

11/3/21

INSTRUCTIONS FOR BUILDING PERMIT APPLICATIONS

1. Submit one plot plan (instrument survey) at original scale showing:
 - All property lines with dimensions
 - All existing and proposed structure(s) with dimensions
 - Existing easements
2. Submit two sets of building plans complete with:
 - Floor Plan (s)
 - Foundation Plan
 - Cross Sections
 - All Elevations
 - Truss Drawings (normally obtained from the truss manufacturer or where you are buying the trusses)
3. Registered Architect's or Engineer's stamp & signature required under any of the following conditions:
 - Residential construction with cost exceeding \$20,000
 - New residential single-family dwelling(s) that are 1,500 square feet or larger
 - Any commercial construction
4. Submit one copy of NYS Energy Conservation Compliance Form and Inspector Form with professional stamp and signature. Contact: www.energycodes.gov for downloadable version of "Res-check" or "Mec-check". Most current version available to be submitted.
5. Submit proof of Contractor's valid Workers Compensation Insurance Policy must be submitted and approved or Form BP-1 stating that Workers Compensation is not required before issuance of any building permit.
6. Appropriate building permit fee with check made payable to Village of Scottsville.
7. A permit must be obtained prior to beginning any construction work. Application is subject to review before issuance of a valid permit for construction.

BOARD APPROVALS:

Board:

Required:

Review Date:

Approved:

Approved w/Conditions:

Planning

Zoning

**LAWS OF NEW YORK, 1998
CHAPTER 439**

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. **PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR**
2. **AN AFFIDAVIT THAT SUCH PERMIT APPLICATION HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.**

Implementing Section 125 of the General Municipal Law

1. General Contractors – Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits;

That they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- **Insured (C-105.2 or U-26.3)**
- **Self-insured (SI-12) or**
- **Are exempt (CE-200)**

Under the mandatory coverage provisions of the WCL. Any residence that is not a 1, 2, 3 or 4 Family, Owner-Occupied Residence is considered a business (income or potential income property) and must prove compliance by filling one of the above forms.

2. Owner-Occupied Residences

For homeowners of a 1, 2, 3 or 4 Family, Owner-Occupied Residence, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- **Form BP-1 shall be filed if the homeowner of a 1, 2, 3 or 4 Family, Owner-Occupied Residence is listed as the general contractor on the building permit, and the homeowner:**
 - **Is performing all the work for which the building permit was issued him/herself**
 - **Is not hiring, paying or compensating in any way, the individual(s) that is (are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or**
 - **Has a homeowners' insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work which the building permit was issued.**
- **If the homeowner of a 1, 2, 3 or 4 Family, Owner-Occupied Residence is hiring or paying individuals a total of 40 hours or MORE in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1, but shall either:**
 - **Acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR**
 - **Have the general contractor, (performing the work on the 1, 2, 3 or 4 Family, Owner-Occupied Residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.**

INSURANCE REQUIRED:

Workers Compensation Insurance and Disability Benefits Coverage: NY Workers Law Section 57 requires contractors and certain homeowners listed on the building permit shall provide proof that such coverage is issued by an authorized insurance carrier (Form C-105.2 or U-26.3) or provide proof they are exempt (Form CE-200). Any residence that is not a 1, 2, 3 or 4 family owner-occupied residence is considered a business and must provide proof of insurance.

Affidavit of Exemption Form BP-1 can only be filed if the owner of the owner-occupied residence follows the restrictions defined below:

1. is performing all of the work themselves for which the building permit is issued.
2. is not hiring, paying or compensating in any way the individuals that are performing or helping to perform any or all of the work for which the building permit is issued.
3. has a home owners insurance policy that is currently in effect and covers the property for which the building permit is issued, and the owner is hiring or paying individuals a total of less than forty (40) hours per week (aggregate hours for all paid individuals) for the work for which the building permit is issued.

**Affidavit of Exemption to Show Proof of Workers' Compensation Insurance Coverage
for a 1, 2, 3 or 4 Family, Owner-Occupied Residence**

***This form cannot be used to waive the workers' compensation rights or obligations of any party.**

Under the penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit that I am applying for, and the owner I will supply the Village of Scottsville with either:

As Homeowner I agree to either:

Acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work on the building permit, or if appropriate, file a CE-200 exemption form. OR

Have the general contractor, performing the work on the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit that I am applying for, providing appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit. If the general contractor does not have employees or is not having any help on the project, either paid or not paid, then they may file a CE-200 exemption form.

The CE-200 exemption form must be filled out on line by the homeowner or contractor and attached to this permit application. The site web address is: www.businessexpress.ny.gov.

Scroll down to the purple shaded section. On the top right is listed CERTIFICATE OF ATTESTATION OF EXEMPTION (CE-200). Click on that and follow the directions.

Edward Everts

(Signature of Homeowner)

Edward Everts

(Homeowner's Printed Name)

11/3/21

(Date Signed)

[Redacted Phone Number]

(Home/Cell/Work Phone)

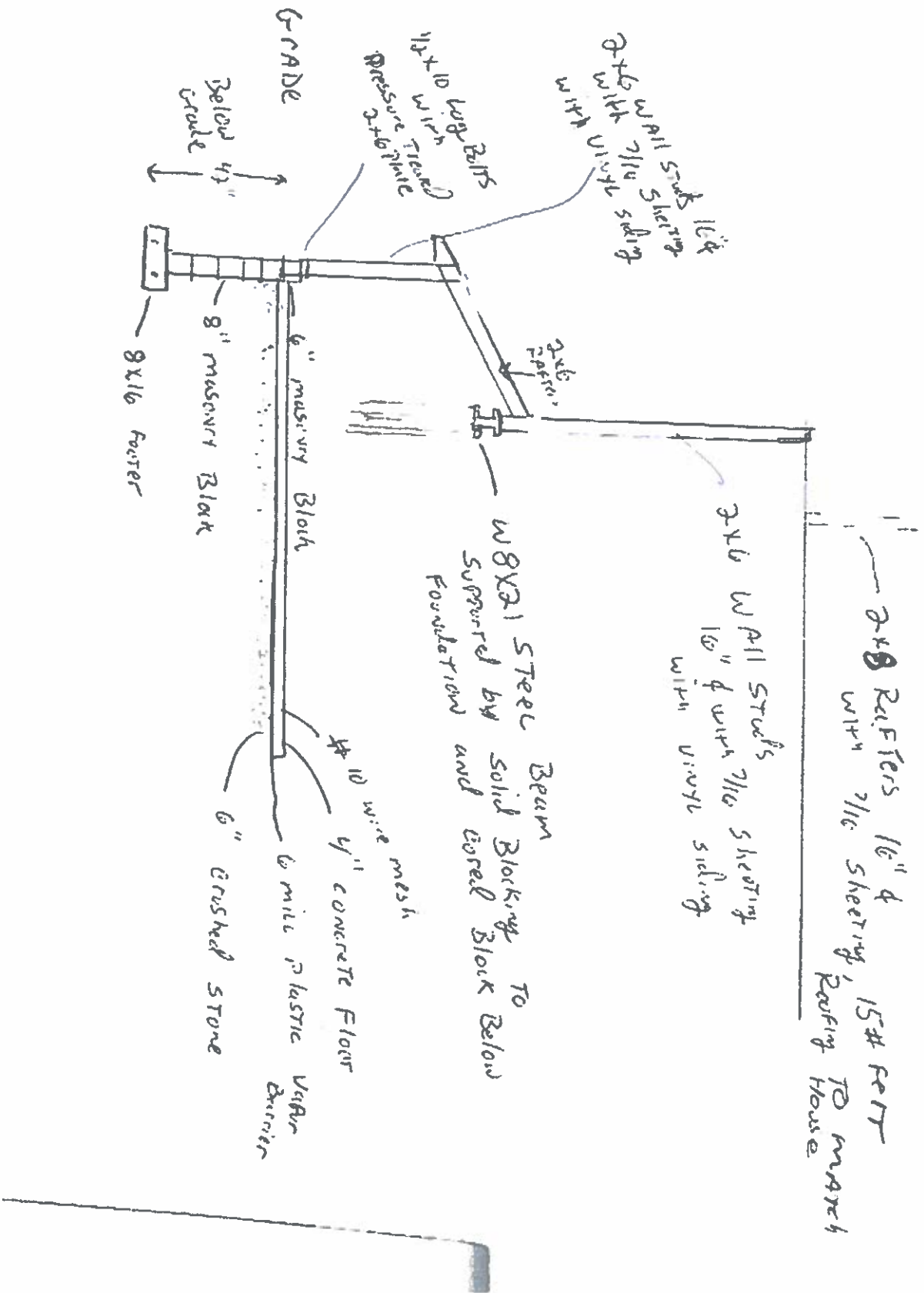
Property Address requiring Building Permit: 2 Genesee St. Scottsville

PLEASE REVIEW BUILDING PERMIT REQUIREMENTS:

1. The applicant shall notify the Code Enforcement Officer (CEO) of any changes in the information contained in the building permit application during the period for which the building permit is in effect.
2. A permit will be issued when the application has been determined to be complete and the proposed work is determined to be in compliance with all requirements of New York State Building Code.
3. A building permit may be revoked or suspended if it is determined that the work to which it pertains is not in accordance with the information contained in the building permit application; OR is not in conformance with the NYS Building Code; OR if there has been a misrepresentation or falsification of a material fact or condition connected with the application for a building permit.
4. Any deviation from the approved plans must be authorized by the licensed professional who affixed the NYS seal to the original plans prior to the issuance of a Certificate of Occupancy.
5. The applicant shall notify the CEO 24 hours in advance for all required inspections and receive approval before any building element, equipment or system is covered or enclosed.
6. Prior to the issuance of a Certificate of Occupancy, the licensed professional who affixed the NYS seal to the original plans must certify that the completed construction is in compliance with the plans and specifications as submitted for the building permit.
7. A building permit shall expire one (1) year from the date of issuance or upon the issuance of a Certificate of Occupancy whichever comes first. A building permit that has expired prior to the issuance of a Certificate of Occupancy shall require the issuance of a new building permit and the payment of all building permit fees. A building permit may, upon written request, be renewed for successive one-year periods provided that: the original permit has not been revoked or is suspended at the time of renewal request; and the information contained in the original application is relevant and correct; and the renewal fee is paid.
8. The undersigned assumes responsibility for the cleanup of all debris generated by construction activities and the removal of same to a legal off-site location.
9. By law, applicant or demolition contractor is required to contact **Dig Safely New York 800-962-7962** prior to starting any digging. Allow two full working days for response.
10. All electrical work must be inspected by an authorized agent and produce a certificate of approval. The following are village approved electrical inspectors: Commonwealth Electrical Inspection Service 585-624-2380; New York Board of Underwriters 800-595-9600; Genesee Star Agency 585-768-6696; New York Atlantic-Indiana 607-753-7118; Middle Department Inspection Agency 518-273-0861. It is the permit holder's responsibility to arrange for all required electrical inspections.
11. Any work located in the village of Scottsville Right of Way (land located outside of property and adjacent to Public Street) must be issued a ROW Work Permit by the Village of Scottsville. Address questions to the Village Administrator.

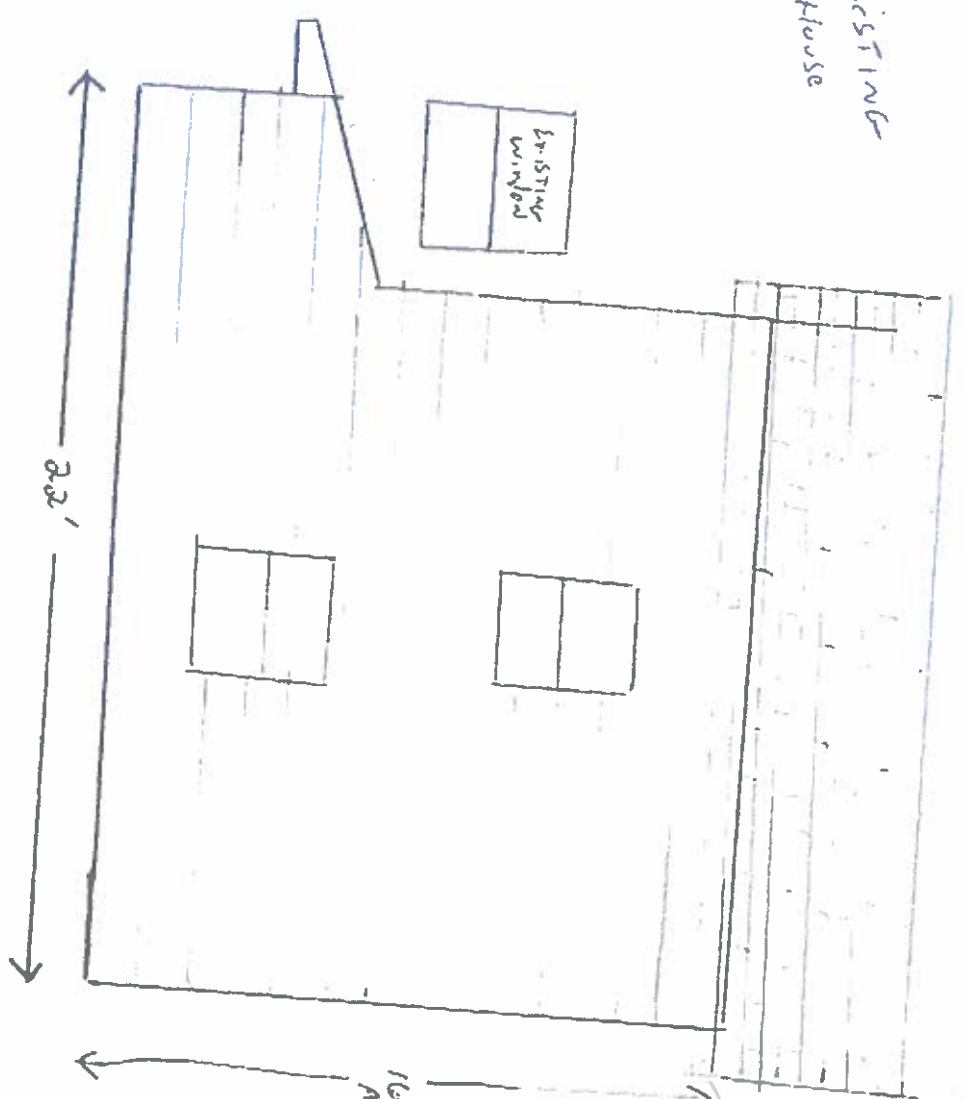
ED & LSA EVERTS
2 Geneva ST.
SCOTTSVILLE NY 14546

Side-Sectional View



EXISTING House Roughline SIDE Elevation

EXISTING House



22'

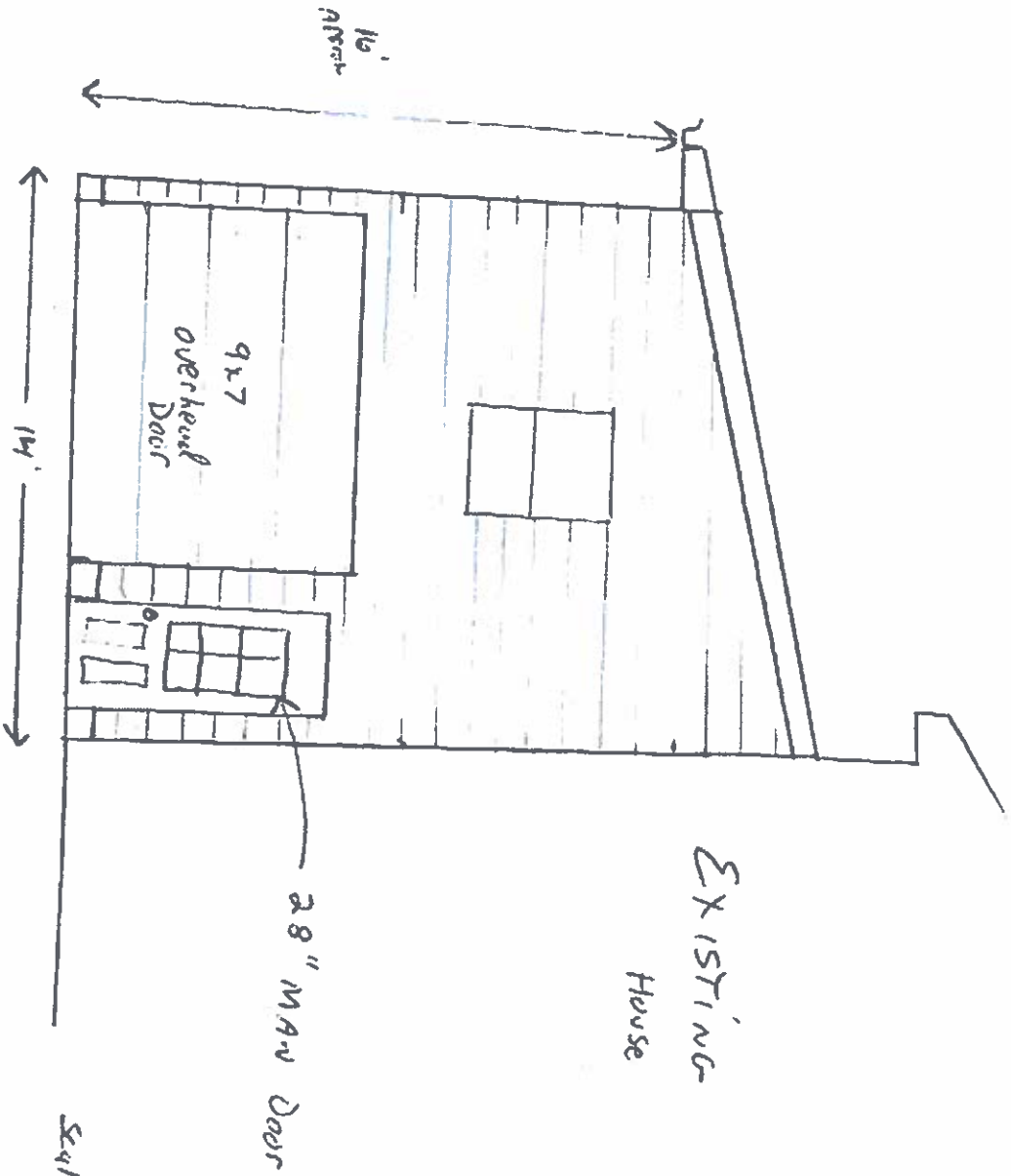
16' Approx

5" x
CUTTER

ED & LIS A
2 GENESEE ST,
SCOTTSVILLE NY
14546

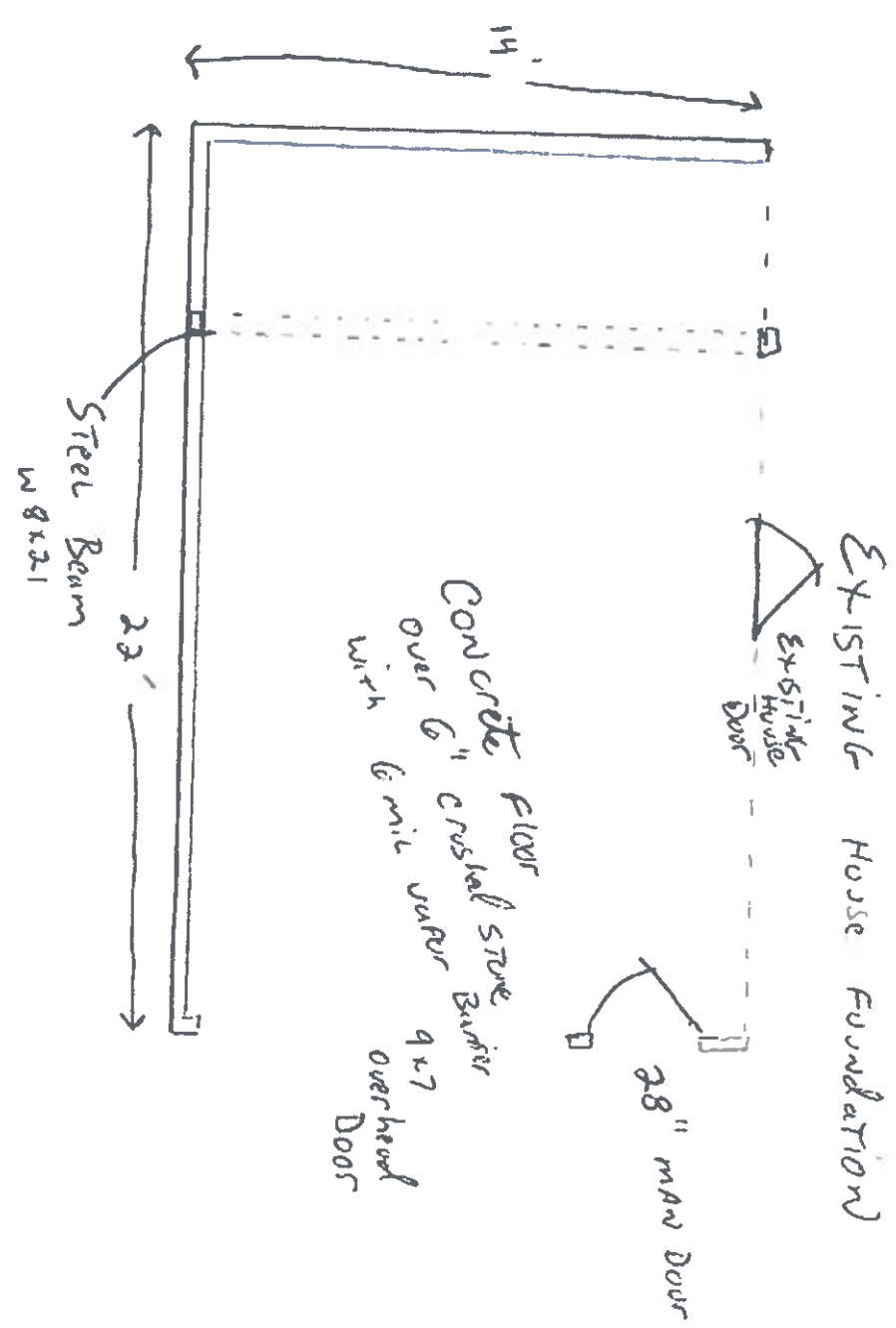
Ben

ED & Lisa EVERTS
2 Geneva ST,
SCOTTSVILLE NY 14596
FRONT Elevation



Scale = 1/4" = 1 FT.

Orange Row 1122
ED & LISA EVERTS
2 Genesee St,
Scottsville NY 14536





**PURCHASE AND SALE CONTRACT
FOR LOTS AND VACANT LAND**

Plain English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.

When Signed, This Document Becomes A Binding Contract. Buyer or Seller May Wish to Consult Their Own Attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

TO: Brandon J Buesen
Elizabeth A. Kuiper ("Seller") FROM: Edward Everts
Lisa Tripodi ("Buyer")

OFFER TO PURCHASE

Buyer offers to purchase the property described below from Seller on the following terms:

1. Property Description; Seller's Power and Authority. Part of LOT # 2
6 GRATES St as set out on the subdivision map by Land Tech
in the County of Monroe Town City Village of Scottsville
State of New York, Zip 14546 also known as Tax No. 200.06-1-45

including all buildings and any other improvements and all rights which the Seller has in or with the property. Approximate Lot Size: 0.12 Acres 510 Sq Ft, 4x128

Description: (include specific inclusions and exclusions)
Seller represents to Buyer that: (i) Seller owns the property and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

2. Price & Payment. The purchase price is: (Check and complete applicable provisions.)
 (A) one Dollar Dollars (\$ 1.00)
 (B) _____ Dollars (\$ _____) per acre,
 exclusive inclusive of area within the right-of-way, as determined by instrument survey.

Buyer shall receive credit at closing for any deposit made hereunder. The balance of the purchase price shall be paid as follows: (Check and complete applicable provisions.)

- (1) By official bank draft or certified check at closing.
- (2) Seller Financing. By Buyer delivering a purchase money bond and mortgage to Seller at closing. This purchase money bond and mortgage shall be in the amount of \$ _____, shall be amortized over a term of _____ years and all due and payable in _____ years from the date of closing, shall bear interest at the rate of _____% per year, and shall be paid in monthly installments of \$ _____, including principal and interest. The mortgage shall contain the statutory clauses as to payment, insurance, acceleration on default after thirty (30) calendar days, taxes, assessments, and water rates and also shall provide for late charges of two percent (2%) of any monthly payment which is not paid within fifteen (15) calendar days after it is due and for recovery of reasonable attorneys' fees if the mortgage is enforced or foreclosed or otherwise referred to an attorney for collection. The mortgage shall allow Buyer to prepay all or part of the mortgage without penalty at any time but shall also provide that the mortgage be paid in full if Buyer sells the property, unless Seller consents in writing to assumption of the mortgage debt. The balance of the purchase price will be paid at closing by official bank draft, or certified check.
- (3) Mortgage Assumption pursuant to the terms and conditions of the Mortgage Assumption Addendum.

3. Contingencies. Buyer makes this offer subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other party by the dates specified (collectively, the "Contingency Deadline Dates"), then either Buyer or Seller may cancel this contract (the "Contract") by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a party after the applicable Contingency Deadline Date by written notice to the other party and prior to any date on which this Contract is cancelled. With reasonable notice, Seller agrees to allow Buyer and/or its agents access to the property for the purpose of satisfying these contingencies. (Check and complete applicable provisions.)

- (A) Development Approvals. This offer is contingent upon Buyer obtaining all requisite approvals from any governing body having jurisdiction for construction and/or development of the property as _____.
Buyer is to have until _____ to obtain approval in final, non-appealable form, upon conditions acceptable to Buyer and Seller. Buyer and Seller agree to make joint application by _____ and diligently pursue the application.
- (B) Subdivision Approval. This offer is contingent upon Buyer Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the property. Buyer and Seller agree to make joint application for subdivision approval by _____ and diligently pursue the application. The final approval, upon conditions acceptable to Buyer and Seller, shall be obtained on or before _____.
- (C) Percolation, Engineering, and Subsurface Tests. The Buyer shall have permission to enter the property for the purpose of conducting percolation, engineering and subsurface tests. If any such tests are unsatisfactory to Buyer in the sole discretion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on

EBK
Seller's Initials

EAJ
Buyer's Initials

the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.

- (D) **Water Availability.** The Buyer shall have permission to enter the property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided by Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- (E) **Mortgage Contingency.** This offer is subject to Buyer obtaining and accepting a written _____ mortgage loan commitment in an amount not to exceed _____ % of the purchase price or \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the property shall not be deemed a "Commitment" hereunder. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- (F) **Cash Transaction Contingency.** This offer is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the purchase price by _____, 20____.
- (G) **Sale and Transfer of Title Contingency.** This offer is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- (H) **Attorney Approval.** This Contract is subject to the written approval of attorneys for Buyer and Seller within _____ calendar days, excluding Sundays and public holidays, from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objection") the Contract within the Approval Period and the Objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed party has five (5) calendar days, inclusive of Sundays and public holidays, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.
- (I) **Waiver of Attorney Approval Contingency.** This offer is not subject to the Buyer's attorney approval.
- (J) **Gas, Mineral, Oil and Timber Rights Lease Approval.** This offer is subject to Buyer's approval of all gas, mineral, oil and timber rights leases affecting the property (the "Leases") within seven (7) calendar days after Buyer's receipt of the Leases from Seller. Seller agrees to provide Buyer with complete copies of all Leases including all amendments within seven (7) days of acceptance.
- (K) **Environmental Audit Contingency.** This offer is subject to an environmental audit at Buyer's expense, within forty-five (45) calendar days of acceptance, satisfactory to the Buyer in the Buyer's sole discretion.
- (L) **Other Contingency(s).** _____

4. **Pre-Closing Inspection.** Buyer shall have the right to inspect the property within forty-eight (48) hours before the time of closing.

5. **Closing Date and Place.** Closing shall take place at the Monroe County Clerk's Office or at the offices of Buyer's lender on or before _____, 20____, whereupon Buyer shall have possession of the property. At any time after such specified date, any party who has completed its obligations under this Contract which are to be completed prior to closing may notify the other party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other party pursuant to Paragraph 19 hereof.

6. **Title and Related Documents.** Seller shall deliver at Seller's expense, unless otherwise provided in B. below as to the instrument survey map:

A. At least fifteen (15) calendar days prior to the closing date, to Buyer or Buyer's attorney, (i) a draft of the proposed deed and (ii) abstract of title, fully guaranteed tax and Court searches, all dated or re-dated after the date of acceptance, with a local tax certificate for Village or City taxes, if any (all of which shall be continued to and including the day of closing at Seller's expense).

B. The Buyer Seller shall furnish and pay for an instrument survey map of the property and shall have markers placed on the angle points and pins on the corners. The map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The map shall show acreage inclusive exclusive of the rights of way. The map shall be furnished to the parties and their attorneys at least fifteen (15) calendar days prior to the closing date. The map shall be certified to meet the standard requirements of the Monroe County Bar Association, Buyer's mortgage lender and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the property is located.

C. At the closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's Deed, Administrator's Deed or Trustee's Deed, if Seller holds title as such), (ii) documents required by law, and (iii) documents required by Buyer's lender, provided there is no cost or liability to Seller.

7. **Marketability of Title.** Seller shall convey good marketable and title to the property in fee simple, free and clear of all liens and encumbrances. The parties acknowledge and agree that good and marketable title to the property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the property to Buyer, except for gas.


Seller's Initials


Buyer's Initials

mineral, oil and timber rights that have been leased under Lease(s) approved by Buyer pursuant to Paragraph 3(J) above and except as otherwise provided in Paragraph 13 below. However, Buyer agrees to accept title to the property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the property or with any improvements that Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes, and (c) except for waterfront properties, fences deviating from the actual property line one foot or less, provided the fence placement does not impair access to the property from a right of way or cause the property to be in violation of any restrictive covenant, easement, or agreement of record or of any building, zoning or subdivision code.

8. **Objections to Title.** If Buyer raises a valid written objection to Seller's title which indicates that title to the property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the closing, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the deposit shall be returned to Buyer.

9. **Transfer Tax, Recording Costs, Mortgage Tax, and Closing Adjustments.** Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Buyer will pay for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the closing date: taxes, other assessments and municipal charges computed on a fiscal year basis; common charges or assessments; water, pure water, and sewer charges.

10. **Zoning.** Seller represents that the property is zoned _____.

11. **Risk of Loss.** Risk of loss or damage to the property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

12. **Condition of Property.** Buyer agrees to purchase the property and all buildings, fixtures and other improvements, AS IS, subject to reasonable use, wear, tear, and natural deterioration between now and the time of closing.

13. **Gas, Mineral, Oil and Timber Rights.** Seller represents that all gas, mineral, oil and timber rights will transfer with the property except _____.

14. **Services.** Seller represents that the following services are available at the property line: Electric, Fuel Oil, Gas (Natural), Propane, Public Sewers, Public Water, Septic System, Telephone Well, Other _____.

If propane is checked, Seller represents that the propane tank is not is owned by Seller and that there is not is an existing written contract to provide propane between the propane company and Seller.

15. **Deposit to Listing Broker; Default.** Buyer has deposited will deposit within two (2) calendar days of acceptance \$ _____ in the form of a _____ with _____ (Escrow Agent) which deposit will be held at _____ (Bank) and which deposit is to become part of the purchase price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the deposit to be applied to Seller's damages and may also pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

16. **Real Estate Broker.**

(a) The parties agree that _____ brought about this purchase and sale.

(b) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

17. **Life of Offer.** This offer shall expire on _____, 20____, at _____ .m.

18. **Responsibility of Persons Under This Contract; Non-Assignability.** If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the parties and may not be assigned by either without the other's consent.

19. **Notices.** Notices under this Contract shall be made by a party to the other party and shall be in writing and deemed delivered to the other party upon receipt. An attorney for a party may also give any notices under this Contract to the other party with a copy to such other party's attorney designated on this Contract, if any. Seller and Buyer agree that notices under this Contract may be delivered to any address and/or fax number designated by Seller or Buyer, as applicable, on the Administrative Information page of this Contract.

Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, or by fax, provided that the original of the faxed notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the fax transmission.


Seller's Initials


Buyer's Initials

ADMINISTRATIVE INFORMATION

Property Address: _____ MLS# _____

Seller: BRANDON BURSER
ELIZABETH KNIFE

Buyer: EDWARD EVERTS
LISA TRIPODI

Address: 6 GENESEE ST

Address: 2 GENESEE ST

Zip: _____

Zip: _____

E-Mail: _____

E-Mail: _____

Phone: (H) _____ (W) _____

Phone: (H) _____ (W) _____

Attorney: _____

Attorney: _____

Address: _____

Address: _____

Zip: _____

Zip: _____

E-Mail: _____

E-Mail: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Listing Broker: _____

Selling Broker: _____

Address: _____

Address: _____

Zip: _____

Zip: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Listing Agent: _____

Selling Agent: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Cell: _____

Cell: _____

E-Mail: _____

E-Mail: _____

ID#: _____

ID#: _____

EB
Seller's Initials

LT
Buyer's Initials

NOTARY PAGE FOR PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

Dated: ^{File} 3-22-22 Buyer: [Signature]

Dated: 3/21/22 Buyer: [Signature]

STATE OF NEW YORK
COUNTY OF MONROE} ss:

On this 21st day of March, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared Edward Everts personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature: Anne C. Hartman]
Notary Public

ANNE C. HARTMAN
Notary Public - State of New York
No. 01HA0401113
Qualified in Monroe County
My Commission Expires Dec. 02, 2023

STATE OF NEW YORK
COUNTY OF MONROE} ss:

On this 21st day of March, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared Lisa Tripodi personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature: Anne C. Hartman]
Notary Public

ANNE C. HARTMAN
Notary Public - State of New York
No. 01HA0401113
Qualified in Monroe County
My Commission Expires Dec. 02, 2023

NOTARY PAGE FOR PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

Dated: 3/28/2022 Seller: [Signature]

Dated: 3 28 22 Seller: [Signature]

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 28 day of March, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared Elizabeth Knipe personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

ANNE C. HARTMAN
Notary Public - State of New York
No. 01HA6401113
Qualified in Monroe County
My Commission Expires Dec. 02, 2023

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 28 day of March, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared Brandon Burger personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

ANNE C. HARTMAN
Notary Public - State of New York
No. 01HA6401113
Qualified in Monroe County
My Commission Expires Dec. 02, 2023

If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.

20. Entire Contract; Miscellaneous. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

21. Addenda. The following Addenda are incorporated into and attached to and made a part of this Contract:

- | | | |
|-----------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Mediation | <input type="checkbox"/> Uncapped Natural Gas Well Disclosure |
| <input type="checkbox"/> All Parties Agreement (FHAVA) | <input type="checkbox"/> Mortgage Assumption | <input type="checkbox"/> Utility Surcharge |
| <input type="checkbox"/> Electric Availability | <input type="checkbox"/> Sale & Transfer of Title Contingency | <input type="checkbox"/> Wayne County Disclosure Notice for all Residential Property |
| | | <input type="checkbox"/> Well and Septic System |

Other: _____

DATED: 3/21/22 BUYER [Signature]

DATED: 3/21/22 BUYER [Signature]

ACCEPTANCE OF OFFER BY SELLER COUNTER OFFER BY SELLER

Seller accepts the offer and agrees to sell on the terms and conditions set forth.

Waiver of Seller's attorney approval. This offer is not subject to Seller's attorney approval.

DATED: 3/28/2022

SELLER [Signature]

DATED: 3/28/22

SELLER [Signature]

EXISTING HOUSE

EXISTING HOUSE

ADDIT'NS ROOF

ADDIT'NS SIDE WALL

ADDIT'NS SHED ROOF

GUTTER FIRM

SPLASH BLOCK

GUTTER PITCH SIDE WALL

DRAINAGE DOWN TO GROUND

↑
EXISTING PROPERTY LINE

