

**Disclosure Regarding Oil, Gas, Mineral and Timber Rights**

The owner of real property has a variety of rights that can convey with property when the property is sold to another. These rights include surface rights (the rights to build or plant crops upon the ground) and certain subsurface rights (the right to extract materials from below the ground). Among the various subsurface rights, are the rights to explore for, and remove oil, gas and various minerals such as coal sand and gravel.

Surface and subsurface rights are often transferred together; however these rights can transfer separately. Despite the best intention of Sellers, property owners are often not aware of the extent of the oil, gas and mineral rights they may or may not own. Determining who owns the various rights to oil, gas and minerals can be complex and should only be done by an attorney and/or title company with expertise in this area. Purchasers of real property are strongly encouraged to have their rights to oil, gas and minerals examined before moving forward with a purchase and sale agreement.

**Property Address** 21 Linden Ave, Oneonta, NY 13820

Seller Cary M Brunswick  
(Print/Type)

Seller Susan Brunswick  
(Print/Type)

**Oil, Gas, Mineral and Timber Rights to Property:**

- Seller owns all and has not leased any oil, gas, mineral and/or timber rights.
- Seller does not own the rights to oil, gas and/or minerals.
- Seller does not own the rights to timber.
- Some oil, gas, mineral and/or timber rights have been leased by the Seller or previous owner. Seller has attached copies of all written oil, gas, mineral and/or timber rights leases and other documents (e.g. leases, royalty agreements) within the Seller's possession to this disclosure.

**Seller Reservation of Oil, Gas, Mineral and Timber Rights: (Check all that apply)**

- Seller will not reserve any future rights to oil, gas, minerals and timber.
- Seller is reserving all rights to oil, gas, and/or mineral rights and will not convey these rights to the Purchaser.  
Explain: \_\_\_\_\_

Seller is reserving certain oil, gas, and mineral rights and will convey these rights to the Purchaser as follows: \_\_\_\_\_

Seller is reserving rights to timber as follows: \_\_\_\_\_

Other: \_\_\_\_\_

**This is a Disclosure Only.**

**Purchaser has received and read this disclosure notice. Any negotiations pertaining to transfer of oil, gas, mineral and/or timber rights will be set forth in an addendum to the Purchase and Sale of Real Estate.**

Seller: Cary M Brunswick Date: 9/20/27  
Cary M Brunswick

Seller: Susan Brunswick Date: 9/26/23  
Susan Brunswick

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

**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)  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)  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) \_\_\_\_\_ 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) \_\_\_\_\_ 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) ES Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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.

Cary M Brunswick 9/26/23  
Seller Date  
**Cary M Brunswick**

Susan Brunswick 9/26/23  
Seller Date  
**Susan Brunswick**

\_\_\_\_\_  
Purchaser Date  
Elizabeth Shultis 9/26/23  
Agent Date  
**Elizabeth Shultis**

\_\_\_\_\_  
Purchaser Date  
\_\_\_\_\_  
Agent Date

## Disclosure to Seller Regarding Property Condition Disclosure Statement

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

I have received and read this disclosure notice.

Seller: Cary M Brunswick Date: 9/26/23  
Cary M Brunswick

Seller: Susan Brunswick Date: Sept 26/23  
Susan Brunswick

## Disclosure to Buyer Regarding Property Condition Disclosure Statement

As the buyer of residential real property, you are entitled by law to receive from the seller a signed Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) prior to your signing of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract. You are also entitled to receive a revised Property Condition Disclosure Statement, as soon as practicable in the event that the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided to you. You will not be entitled to receive a revised Property Condition Disclosure Statement after the transfer of title from the seller to you or after you have commenced occupancy of the property. In the event the seller fails to deliver a Property Condition Disclosure Statement to you prior to your signing a binding contract of sale, you are entitled to receive a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure notice.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

# Agricultural District Disclosure Form and Notice

Subject property address: 21 Linden Ave, Oneonta, NY 13820

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When any purchase and contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of Article 25-AA of the Agricultural and Markets Law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under Article 25-AA of the Agricultural and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

\_\_\_\_\_ The afore mentioned property **IS** located in an agricultural district.

SVBC The afore mentioned property **IS NOT** located in an agricultural district.

I have received and read this disclosure notice.

**Purchaser:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Seller:** Cary M Brunswick **Date:** 9/26/23

Cary M Brunswick

**Seller:** Susan Brunswick **Date:** 9/26/23

Susan Brunswick

01/07

# Uncapped Natural Gas Well Disclosure Form & Notice

for property commonly known as: 21 Linden Ave, Oneonta, NY 13820

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As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property.

Section 242(3) of the Real Property Law states as follows:

*Any person, firm, company, partnership or corporation offering to sell real property on which uncapped natural gas wells are situated, and of which such person, firm, company, partnership or corporation has actual knowledge, shall inform any purchaser of the existence of these wells prior to entering into a contract for the sale/purchase of such property.*

Initial the following:

SUBCULT I HAVE NO actual knowledge of any uncapped natural gas well(s) on the aforementioned property.

\_\_\_\_\_ I HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property.

I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

Seller: Cary M Brunswick C Date: 9/26/23  
Cary M Brunswick

Seller: Susan Brunswick Date: 9/26/23  
Susan Brunswick

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

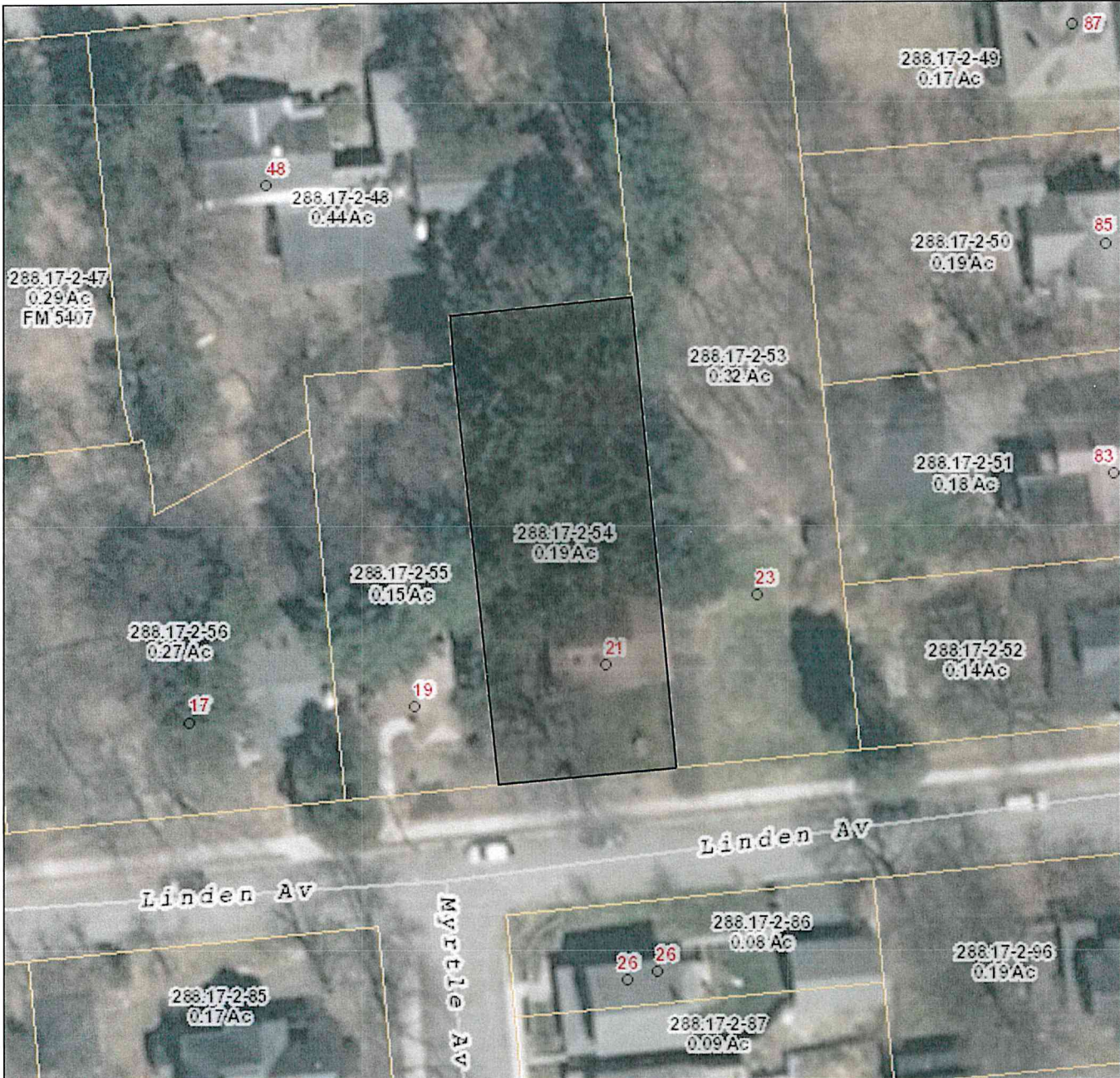
01/07

# Otsego County, New York

Geographic Information System (GIS)



Date Printed: 9/22/2023



## MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. Otsego County, NY and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 50 feet

