

# Agricultural District Disclosure Form and Notice

Subject property address: 6812 State Highway 80 Cooperstown, NY

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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.

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

I have received and read this disclosure notice.

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

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

**Seller:** Michele McBarry dotloop verified  
04/12/24 7:54 AM MDT  
ICBP-BRBG-YE4B-SABL \_\_\_\_\_ **Date:** \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRINT**

**SAVE AS...**

### 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** 6812 State Highway 80 Cooperstown, NY

**Seller** Michele Barry **Seller** \_\_\_\_\_  
(Print/Type) (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:** Michele M Barry dotloop verified 04/12/24 7:55 AM MDT 2MD4-YETD-QVOJ-6AFE **Date:** \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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



# 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 Michele Barry of Lake Lady Properties, LLC  
*(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):

Michele M Barry dotloop verified  
04/12/24 7:55 AM MDT  
FQ9V-YKW3-4KPV-ZYU2

\_\_\_\_\_

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

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

# Utility Electric Service Availability/Surcharge Disclosure

Subject Property Address: 6812 State Highway 80 Cooperstown, NY 13326

The above property  **Does**  **Does Not** have utility electric service available to it.

**“This property is subject to an electric and/or gas utility surcharge”**

The Type of Surcharge: \_\_\_\_\_

The Purpose of the Surcharge: \_\_\_\_\_

The Amount of the Surcharge: \$ \_\_\_\_\_

The Surcharge is Payable:  Monthly  Yearly  Other \_\_\_\_\_

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

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

**Seller:** Michele M Barry dotloop verified  
04/12/24 7:55 AM MDT  
WX6A-CBNW-HQ84-VEOJ \_\_\_\_\_ **Date:** \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*This disclosure must be given to prospective purchasers or their agents prior to acceptance of a purchase offer. This disclosure is pursuant to Chapter 216 of the Laws of 1992. Effective 1/2/1994*



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

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

## New York State Housing and Anti-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](http://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](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](http://www.dos.ny.gov)

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

## New York State Housing and Anti-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 Michele Barry (print name of Real Estate Salesperson/  
Broker) of Lake Lady Properties, LLC (print name of Real Estate company, firm or brokerage)

(I)(We) Michele Barry

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature *Michele M Barry* dotloop verified  
04/12/24 7:56 AM MDT  
EGQO-M7FB-LAOH-9WHL Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

### Carbon Monoxide and Smoke Detector/Alarm Disclosure

Executive Law §378(5-a) (commonly known as Amanda’s Law) requires that every one- or two-family dwelling, dwellings located in a condominium or cooperative and apartments in a multiple dwelling, where the dwelling unit has appliances, devices or systems that may emit carbon monoxide or that have an attached garage, shall have installed an operable carbon monoxide detector. Carbon monoxide alarms must be listed and labeled as complying with UL 2034 or CAN/CSA 6.19 and installed in accordance with the manufacturer’s installation instructions.

Executive Law §378(5-b) requires that every one- or two-family dwelling and dwellings located in a condominium or cooperative shall have installed an operable single station smoke detecting alarm. The alarm must be installed in an area so that it is clearly audible in each bedroom or other sleeping area, with intervening doors closed. Upon conveyance of any real property containing a one- or two-family dwelling or condominium or cooperative apartment used as a residence, the grantor shall deliver to the grantee at the time of conveyance an affidavit indicating that the grantor is in compliance. The grantee shall have ten days from the date of conveyance to notify the grantor if the alarm(s) is not operable. Upon such notification, the grantor shall bear any cost of compliance. General Business Law §399-ccc provides that all solely battery operated smoke alarms sold after April 1, 2019 shall employ a non-removable, non-replaceable battery that powers the alarm for a minimum of ten years. This requirement does not apply to a smoke alarm that receives its power from the electrical system of the home.

I have received and read this disclosure notice.

Seller: *Michele M Barry* dotloop verified  
04/12/24 7:56 AM MDT  
9EG8-HAQX-2PMG-39QV Dated: \_\_\_\_\_

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Dated: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Dated: \_\_\_\_\_



# Uncapped Natural Gas Well Disclosure Form & Notice

for property commonly known as: \_\_\_\_\_

**6812 State Highway 80 Cooperstown, NY 13326**

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:

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: 

<i>Michele McBarry</i>	dotloop verified 04/12/24 7:57 AM MDT RAXO-JZDZ-VCY8-UR9R
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 \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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.

04/12/24  
7:58 AM MDT  
dotloop verified

(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.

04/12/24  
7:58 AM MDT  
dotloop verified

#### 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)  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.


04/12/24  
7:58 AM MDT  
dotloop verified

#### 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.

 dotloop verified  
04/12/24 7:58 AM MDT  
HMUJ-WTVR-ZWKI-QYP9  
Seller Date

\_\_\_\_\_  
Seller Date

 dotloop verified  
04/12/24 7:58 AM MDT  
SRZT-9Z4H-QEX0-R1PU  
Agent Date


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

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

## Disclosure to Seller Regarding Property Condition Disclosure Statement

As the seller of 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:  dotloop verified  
04/12/24 7:58 AM MDT  
6KZO-DX0M-RA6A-NFSC Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

## 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: \_\_\_\_\_