



UPSTATE COUNTRY REALTY
It's Better Upstate

UPSTATE COUNTRY REALTY MULTIPLE DISCLOSURE FORM

PROPERTY:

Seedorf Rd Barina

I. UTILITY ELECTRIC SERVICE AVAILABILITY/SURCHARGE DISCLOSURE

This property

DOES have utility electric service available to it.

DOES NOT have utility electric service available to it.

This property

IS subject to an electric, gas, and/or water utility surcharge.

IS NOT subject to an electric, gas, and/or water utility surcharge.

This type of surcharge is _____

The purpose of this surcharge is _____

The amount of this surcharge is _____

The surcharge is payable: Monthly Yearly or Other Basis _____

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

II. AGRICULTURAL DISTRICT DISCLOSURE

This property

IS OR MAY BE located in an agricultural district.

IS NOT located, partially or wholly, in an agricultural district.

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.

III. UNCAPPED NATURAL GAS WELL DISCLOSURE FORM & NOTICE

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.

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.

IV. SELLER'S OIL AND GAS LEASE DISCLOSURES

Oil and/or Gas leases are a valid objection to title. Seller makes the following representations with knowledge that the Buyer, Buyer's attorney, title insurance company and real estate agents are relying on the truth and accuracy of Seller's representations. Liability for such representations shall survive the closing and shall not merge with any deed.

Seller(s) initials below confirm the appropriate representation for each statement: Seller

HAS NEVER signed an Oil and/or Gas lease affecting this property.

HAS signed an Oil and/or Gas lease affecting this property.

Seller

HAS NEVER received any rent, bonus, payment, royalty, or other compensation for an Oil and/or Gas lease affecting this property.

HAS received any rent, bonus, payment, royalty, or other compensation for an Oil and/or Gas lease affecting this property.

Seller

HAS NO knowledge of an Oil and/or Gas lease (whether signed by Seller or predecessor in title) affecting this property.

HAS knowledge of an Oil and/or Gas lease (whether signed by Seller or predecessor in title) affecting this property.

V. 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.

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.

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.

VI. STATE OF NEW YORK AFFIDAVIT OF COMPLIANCE OF CARBON MONOXIDE DETECTOR INSTALLATION

NY State law requires a Carbon Monoxide alarm be provided in all single, multiple family, condominium, and newly built dwellings offered for sale.

Placement:

- At least one per dwelling
- Place in the immediate vicinity of bedrooms on the lowest floor level
- Place in bedroom that has any fuel burning appliance or system in it
- At least one carbon monoxide alarm shall be provided on each floor level containing sleeping units.

Not required in any dwellings using no solid fuel appliances or systems including woodstoves, and no motor vehicle related occupancy is located in or attached to such dwelling.

 I currently have a Carbon Monoxide Detector in place.

: I will be installing a Carbon Monoxide Detector prior to Listing.

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: Jay Renner

Date: 4-21-24

Purchaser: _____

Date

Seller: _____

Purchaser: _____

Date

Date

Owner Jay Lemmer ^{built 2019} Property Address: Sedart Rd Bama

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement Pamphlet available at <http://www.epa.gov/lead/pubs/leadpdf.pdf>

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 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 (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead- based paint and/or lead-based hazards in the housing (list documents below).

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 one below):

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
 Waved 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)

[Signature] (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.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>[Signature]</u> Seller	_____ Date	_____ Seller	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date