

I/We acknowledge to have read  
this addendum and agree  
to these auction conditions.  
Buyer \_\_\_\_\_  
Seller \_\_\_\_\_

## **ADDENDUM "A"**

### **TERMS OF SALE OUTLINED:**

- 1. A Buyer's Premium equal to 3% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract purchase price.**
- 2. Earnest Money shall be 10% Cash down payment at close of auction based on 10% of the contract purchase price. Cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment.**
- 3. Balance of purchase price is due in cash at Closing, which will take place within 30 days of the auction or within 3 days after Seller notifies Buyer that it has all closing documents complete and it has obtained all necessary releases and related documents, whichever is later. The cost for an administered closing, not otherwise outlined in the Agreement, will be shared 50:50 between Buyer(s) and Seller. Buyer pays any closing charges due to Buyer securing a mortgage.**
- 4. Seller will provide a Special Warranty Deed and Owner's Title Insurance Policy. The preliminary title policies are posted for your review.**
- 5. The Seller shall determine any need for a new survey. Survey work is not anticipated on tracts in this auction unless required by the title company and/or Steuben County. If surveyed, closing prices shall not be adjusted to reflect any difference between advertised and surveyed acres. Any survey costs shall be shared 50:50 between Buyer and Seller. If Seller determines that a Survey is not necessary and Buyer still wishes to have a survey performed, Buyer shall be responsible for 100% of the cost associated with said survey.**
- 6. Posted Flags and Lath are only approximate corners and not actual survey work.**
- 7. In the event that Buyer reasonably disagrees with the Auction Company on location of any boundary to be surveyed, the Auction Company with consent of Seller, shall have the right to (but is not required to) refund the Buyers his/her Earnest Money and the Buyer agrees that he/she shall have no further rights under the Agreement and the Agreement shall be voided when Earnest Money is refunded.**

8. Possession for all tracts shall take place at closing. However, Tracts 5-9 and 28+29 shall be subject to the leasehold rights of all tenants on said tracts. Copies of in-place leases and Estoppels for Tracts 5-9 are posted for your review. Also posted is the 2011 Annual Rent Notification form for Tracts 28+29. There are 35 total tenants on Tracts 28+29 with a gross rental amount of \$131,435. All collected rents will be prorated at closing.
9. Posted is survey work performed by Rowland Associates, Inc. from March 2005, showing the boundaries for auction Tracts 12-27. Legal descriptions for auction Tracts 18, 19, 26 & 27 if purchased individually, will be based on this survey. These tracts are being offered as non-reviewed divisions of land per the Steuben County Plan Commission. It will be the Buyer(s) responsibility exclusively to apply for and receive approval for any permits necessary for building sites, driveway cuts and improvement permits from the Steuben County Plan Commission, Steuben County Board of Health and the Steuben County Highway Department.
10. Posted is survey work performed by Rowland Associates, Inc. from May 2004 showing the boundaries for auction Tracts 28 & 29. Legal descriptions for auction Tracts 28 & 29 will be based on this survey if sold separately. Acreage for Tract 28 was estimated by the surveyor and does not include the 1.88 acres of water shown on the survey. However the water acreage would be included in the deeded acreage.
11. Posted is survey work performed by Rowland Associates, Inc. from September 1996 showing the 12' platted alley between Lots #8 & #9 in the plat of Roby Place Subdivision. Also posted is the plat of Roby Place 3<sup>rd</sup> Addition showing the alley as access to the water for auction Tracts 15-17 & 20-25. This alley does not appear to currently be used as shared access.
12. Posted as Exhibit "B" is survey work performed by Rowland Associates, Inc. from June 2006, showing the platted lots that make up auction Tracts 1-4. Based on the posted preliminary title commitments, the auction Tracts each include ½ of the vacated alley between Tracts 1 & 3 and Tracts 2 & 4 as shown. Based on this survey, Tract 2 has approximately 9 feet of frontage on Bayview Road.
13. Posted is a zoning map provided by the Steuben County GIS Department along with copies of the Steuben County Zoning Ordinance for your review. Zoning classifications in the auction brochure were based on this map. Also posted is a memo from the Steuben County Plan Commission stating that the current mobile home park is a permitted non-conforming use.
14. Posted is a FEMA flood plain map provided by the Steuben County GIS Department for your review. The map show FEMA Zone A areas on Tracts 1, 3, 5-7, 12-19, 28 & 29, and US Fish & Wildlife wetlands areas on Tracts 8-10, 26 & 29.
15. Posted is the plat of Fasts' Subdivision on Jimmerson Lake showing the lots for Auction Tracts 5-9 & 11.

16. The following items shall be removed by the Seller from Tract 1 prior to closing: (1) window A/C unit, any personal property and furnishings, and the existing boat pier shown in the brochure. In addition, Seller reserves the right to remove the landscape rocks lining Tracts 1-4 prior to closing.
17. There is a shared well on Tract 2 that services Tracts 1 & 2. Should Tracts 1 & 2 sell individually, the Buyer of Tract 1 will have 180 days after closing to disconnect from the existing well and install a new well on Tract 1 at Buyer's own expense.
18. There is a shared well on Tract 24 that services the improvements on Tracts 19 and 26. Should Tracts 19, 24 & 26 sell individually the Buyers of Tracts 19 & 26 will have 180 days after closing to disconnect from the existing well on Tract 24 and install new well(s) on those tracts. Buyers of Tracts 19 & 26 shall be responsible for all expenses associated with the new wells on their respective tracts.
19. There are shared wells on Tract 29 that service the park lots on Tracts 28 & 29. Should Tracts 28 & 29 sell individually, the Buyer of Tract 28 will have 180 days after closing to disconnect from the water lines on Tract 29 and install a new well on Tract 28 at Buyer's own expense.
20. Tract 18 includes  $\frac{1}{2}$  interest in the island located at the head of the Lake James/Jimmerson Lake channel as shown on the tract map. The preliminary title commitment for this parcel (and all tracts in the auction) are posted for your review. In addition, the island is currently encumbered by a mortgage given by the other  $\frac{1}{2}$  owner in interest. Said owner is also currently in litigation as related to their  $\frac{1}{2}$  interest. The Seller's  $\frac{1}{2}$  interest in Tract 18 is not encumbered by said mortgage and litigation.
21. The Corner Landing Bait and Tackle business operated on Tracts 5-7 is not owned by the Seller and is not offered for sale. The building on Tract 5 sells with the property. Income already paid from current lease shall be retained by Buyer(s) upon Closing. Said rent shall be prorated to the date of closing with the prorated amount allocated to each tract as follows: Tract 5 –  $\frac{3}{5}$ , Tract 6 –  $\frac{1}{5}$ , and Tract 7 –  $\frac{1}{5}$ . Buyer(s) will be responsible for collecting the remaining rent from lessee after closing. This is an update to information posted at the inspection date.
22. The Tom's Donuts and Coney Connection business and building on Tracts 8 & 9 are not owned by the Seller and are not offered for sale. Income already paid from current lease shall be retained by Buyer(s) upon Closing. Said rent shall be prorated to the date of closing with  $\frac{1}{2}$  of the prorated amount allocated to each tract. Buyer(s) will be responsible for collecting the remaining rent from the lessee after closing. This is an update to information posted at the inspection date.
23. Per an agreement between Bledsoe's, Inc., lessor, and Thomas C. Saylor, lessee, lessee shall have the right to match any high acceptable contract

resulting from the auction of Tracts 8 & 9. At the close of the auction, the High Bidder(s) on Tracts 8 & 9 will sign the respective contract(s). The lessee will have twenty four (24) hours to match Buyer(s)' offer, and, if so, will have the contract(s) rewritten in Saylor's name instead of that of the Buyer(s). The original contract(s) will be voided and the Earnest Money returned to the Buyer(s).

24. The Steuben Lakes Regional Waste District has required the sewer infrastructure on Tracts 28 & 29 to be updated in order to operate the property as a mobile home park. The necessary specifications were prepared by Dodzik Engineering, Inc. and an opinion of probable construction costs as of June 7, 2011 is posted for your review. Engineering drawings and specifications are available separately from Bledsoe's Inc. should the Buyer want to purchase drawings and specifications. Buyer(s) of Tracts 28 & 29 agree to the following:
- Possession on Tracts 28 & 29 will be given at Closing.
  - Income already paid from current rentals shall be retained by the Buyer(s) upon closing. Said rent shall be prorated to the date of Closing with the prorated amount per tenant allocated to each tract.
  - Seller makes no representation to or warranty of any future use of the property.
  - Buyer(s) assumes all ongoing expenses for the Real Estate after Closing, including the approximate \$5,000 per month sewer district payment.

All leases on the property expire February 28, 2012. Buyer(s) understand that to operate the mobile home park will solely be the decision of the Buyer(s) and any required improvements will be the expense solely of the Buyer(s). This is an update to information posted at the inspection date.

25. Posted is a copy of a Snowmobile Trail Lease between Bledsoe's Inc. and the Potawatomi Snowmobilers, Inc. Club regarding a trail over Tract 10. After the auction, if Buyer requests, Bledsoe's, Inc. will write a letter terminating the lease agreement for the 2011-2012 season providing the new Buyer's contact information.
26. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, SELLER DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE NATURE AND CONDITION OF THE REAL PROPERTY, INCLUDING BUT NOT LIMITED TO, THE WATER, SOIL, AND GEOLOGY OR THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE AS A WHOLE AND THE SUITABILITY THEREOF, FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON. BUYER IS RELYING UPON ITS OWN INVESTIGATIONS AND INSPECTIONS TO MAKE A COMPLETE AND THOROUGH EXAMINATION OF ALL PORTIONS OF THE REAL PROPERTY AND TO DETERMINE ITS SUITABILITY FOR BUYER'S PURPOSES.

- 27. Your bids are to be based solely upon your inspection. All Real Estate is sold "AS IS" without any warranty. Seller, agent and Auction Company do not warrant any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water and septic permits, or that the property qualifies for any specific use or purpose.**
- 28. Real Estate is being sold subject to any existing recorded easements. Existing recorded leases, if any, will be assigned to the Buyer.**
- 29. Deeds shall be recorded in the order designated by the Seller.**
- 30. The Lead Based Paint Disclosure form and Residential Disclosure form for the home on Tract 1 are posted. The Buyer will execute his/her respective forms at the end of the auction.**
- 31. Schrader Real Estate and Auction Company, Inc. and its representatives are the exclusive Agent of the Seller.**
- 32. Time is of the essence. All terms and conditions of the Agreement This Addendum "A" shall survive the closing. To the extent that any provision of this addendum is inconsistent with a provision of the Agreement, the provision of this addendum shall control.**