

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Purchase Agreement for Land Parcel

Date: 01/22/2024

DEPT OF ORIGIN: Mayor Williams

Bill # 13-2024

DATE SUBMITTED: 01/16/2024

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$5,000

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

Approve SEQR and Authorize Mayor to execute Land Purchase Agreement

MOVED BY: Scollin SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS yes

TRUSTEE SHAPIRO yes

TRUSTEE SCOLLIN yes

TRUSTEE BRUNETTE yes

TRUSTEE CATILLAZ yes

RESOLUTION TO APPROVE SEQR AND EXECUTE
PURCHASE AGREEMENT FOR LAND

WHEREAS, the Village of Saranac Lake has the opportunity to purchase a particular parcel of land adjacent to Village owned Property at 1-3 Main Street in the amount of \$5,000, and,

WHEREAS, the Village has considered the acquisition of the adjacent lands as an action subject to the Village of Saranac Lake's Waterfront Consistency Law and determines that the action will fully comply with the Local Waterfront Revitalization Program policy standards and conditions, and,

WHEREAS, pursuant to the requirements of SEQRA, the Village has determined that the proposed acquisition is a Type II action and further determines that the proposed acquisition will not have a significant impact on the environment and no further review is required.

NOW, THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the purchase agreement for the property adjacent to 1-3 Main Street.

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

*THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.*

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. **SELLER**-The Seller is JOANNE ZATONSKI, with a mailing address of 211 Margaret Street, Plattsburgh, New York 12901, JOSEPH LAVORANDO, with a mailing address of P.O. Box 342, 51 Lover's Lane, West Chazy, New York 12992, LUANNE LAVORANDO, with a mailing address of 1232 Orchard Avenue, Aurora, Ohio 44202, and MARIANNE LAVORANDO, with a mailing address of P.O. Box 85, West Chazy, New York 12992 as sole heirs at law of CLARENCE LaPAN and HELEN LaPAN (the word "Seller" refers to each and all parties who have an ownership interest in the property).

B. **PURCHASER**-The Purchaser is VILLAGE OF SARANAC LAKE, with offices at 39 Main Street, Suite 9, Saranac Lake, New York 12983, (the word "Purchaser" refers to each and all of those who sign below as Purchaser).

2. PROPERTY TO BE SOLD

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as 1-3 Main Street, Saranac Lake, New York 12983, (Tax Map No.: 458.21-2-1). This property includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property.

3. ITEMS INCLUDED IN SALE

N/A _____

The items listed above, if now in or on said premises, are represented to be owned by the Seller, free from all liens and encumbrances, and are included in the sale "as is," on the date of this offer.

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale: NONE

5. PURCHASE PRICE

The purchase price is FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00). The Purchaser shall pay the purchase price as follows:

- a. \$0.00 deposit with this contract
- b. \$5,000.00 in cash or certified check at closing

6. MORTGAGE CONTINGENCY – N/A CASH SALE

7. MORTGAGE EXPENSE AND RECORDING FEES

The mortgage recording tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. DISCLOSURE & INSPECTION CONTINGENCY:

Buyer shall have the right to obtain at Buyer's own expense an inspection or inspections by qualified consultant(s) of Buyer's choice concerning: The structural condition of building(s) located on the property, the working order of utility systems, septic and leach systems, water purity and quantity, the presence of asbestos, radon, gas, oil or other hazardous materials on the property. Buyer and/or Buyer's consultants shall have the right to enter the property thereon at reasonable times upon 24 hours' notice to conduct the inspections. If the Buyer has not notified Seller, Seller's attorney, or Seller's Broker, in writing of defects specified above **by 20 days from the signing date**, this contingency shall be deemed satisfied or waived by the Buyer. The Sellers have provided to the Buyer the required Disclosure Statement. In the event the Buyer notified Seller of any of the defects identified above, the parties shall have the opportunity to renegotiate terms or Buyer would have the option to withdraw from the contract and recover his/her deposit and neither party shall have claim to the other.

9. TITLE AND SURVEY

A 40-year abstract of title, tax search and any continuations thereof shall be obtained at the expense of Buyer. The Buyer shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating such survey or the cost of a new survey.

10. CONDITIONS OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title: except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act," said section shall apply to this Contract.

11. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of High Tech Manufacturing and Processing; also subject to any existing tenancies, any unpaid installments of street or other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

12. DEED

The property shall be transferred from Seller to Purchaser by means of a Quit Claim Deed, with Lien Covenant, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

13. NEW YORK STATE TRANSFER TAX AND MORTGAGE SATISFACTION

The Buyer agrees to pay the New York State Real Property Transfer Tax as set by law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages or liens.

14. Intentionally Omitted.

15. RIGHT OF INSPECTION AND ACCESS

Buyer shall have the right to a “walk through” inspection of the property upon notice to Seller within 48 hours of closing. Subject to the “walk through” inspection and paragraph 8 above. Buyer represents that an inspection satisfactory to the Buyer has been made of the property and Buyer agrees to accept the property in its present condition.

16. TRANSFER OF TITLE/POSSESSION

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be on or about **February 15, 2023**. Possession, shall be granted upon transfer of title unless otherwise mutually agreed upon, in writing, signed by the parties.

17. DEPOSITS

N/A

18. Intentionally Omitted.

19. REAL ESTATE BROKER - N/A.

20. ATTORNEY'S APPROVAL CLAUSE

This Agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorneys as to all matters contained therein. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies the other attorney in writing, as called for in paragraph 22, of their disapproval of the Agreement no later than five (5) business days after acceptance of this Agreement. If Purchaser's or Seller's attorney so notifies, then this Agreement shall be deemed canceled, null and void, and all deposits shall be returned to the Purchaser.

21. ADDENDA

The following attached addenda are made a part of this Agreement: NONE

22. NOTICES

All notices contemplated by this Agreement shall be in writing, delivered by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date, or by facsimile transmission or by nationally known courier. Seller and Purchaser hereby empower their attorneys to provide notices on their behalf.

23. OTHER TERMS (if any): NONE

24. ENTIRE AGREEMENT

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

Dated: _____

Seller – JOANNE ZATONSKI

Seller – JOSEPH LAVORANDO

Seller – LUANNE LAVORANDO

Seller – MARIANNE LAVORANDO

Dated: _____

Purchaser – VILLAGE OF SARANAC LAKE
By: JIMMY WILLIAMS, Mayor