

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

SUBJECT: Purchase Agreement

DATE: 2-20-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 23-2023

DATE SUBMITTED: 2-17-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED
\$350,000

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution authorizing the purchase agreement with Citizen Advocates

MOVED BY: Scollin SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION AUTHORIZING PURCHASE AGREEMENT WITH CITIZEN
ADVOCATES**

WHEREAS, the Village of Saranac Lake has the opportunity to acquire real property and it has been determined that the proposed acquisition of the property is in the best interest of the public's health, welfare, and safety, and,

WHEREAS, pending the results of a feasibility study, the expenditure of \$350,000 from the General Fund Unreserved Fund Balance may be necessary to execute the Purchase Agreement, and,

WHEREAS, if the expenditure from the General Fund Unreserved Fund Balance is not necessary, the previously authorized expenditure of \$350,000 from the Capital Reserve Fund for Emergency Services Facilities will be used instead.

BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the budget adjustment to the General Fund in the amount of \$350,000 to cover the cost of the purchase agreement with Citizen Advocates.

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 ADVOCATE HOSTEL HOLDING, INC., with a mailing address of P.O. Box 608, Creighton Rd, Malone NY 12953 (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 a mailing address of 39 Main Street, Suite 9, Saranac Lake, NY 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 a portion of the property located at 33 Petrova Ave, Saranac Lake, NY 12983, as depicted on the map prepared by Geomatics attached hereto as Exhibit A (part of Tax Map No.: 457.27-1-27). 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. Excepting a right of way as depicted on Exhibit A, such right of way to provide that Purchaser shall be responsible for all maintenance of the right of way.

3. ITEMS INCLUDED IN SALE

Heating and Lighting Fixtures, Built-In Appliances, Built-In Bathroom and Kitchen Cabinets, Drapery Rods and Curtain Rods, Shades and Blinds, Wall-to-Wall Carpeting as placed, Storm Windows and Screens, Storm and Screen Doors, Plumbing Fixtures, Pumps, Awnings, Television Aerials, Smoke Detectors, Alarm System (if owned by Seller), Shrubby, Trees, Plants, and Fencing, Doors and/or Screen

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: All indoor and outdoor inventory of the Hhott House operation.

5. PURCHASE PRICE

The purchase price is Three Hundred Fifty Thousand and 00/100 (\$350,000.00). The Purchaser shall pay the purchase price as follows:

- a. \$2,500.00 deposit with this contract
- b. \$347,500.00 in cash or certified check at closing

6. MORTGAGE CONTINGENCY

Not Applicable.

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 Buyers 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 30 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 or stub search off of an existing title insurance policy, tax search and any continuations thereof shall be obtained at the expense of Seller. The Seller 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 a commercial building; 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 Warranty 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 Seller 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. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Taxes, sewer, water and rents.
- b. Municipal assessment yearly installments.

- c. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

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 April 15, 2023. Possession, shall be granted upon transfer of title unless otherwise mutually agreed upon, in writing, signed by the parties.

17. DEPOSITS

It is agreed that any deposits by the Purchaser are to be deposited with Seller's attorney, Nathan Race, Esq.

If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser.

If the offer is accepted by the Seller, all deposits will be held in escrow by the Seller's Attorney until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price.

If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the Seller's Attorney pending a resolution of the disposition of the deposits.

19. 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): (a) This Agreement is contingent upon Purchaser obtaining any and all necessary municipal approvals, including, but not limited to, subdivision approval and APA approval.

(b) This Agreement is contingent upon the parties entering in to a mutually acceptable Agreement allowing the Seller to have continued access to a pole barn on the portion of the property being conveyed to the Purchaser for period of 10 years post-closing for the storage of salt/sand, which Agreement will include provisions whereby Seller will indemnify and hold Purchaser harmless during the term of the Agreement for its use and occupancy of the pole barn, including the runoff of any salt, chemical, or materials and/or other environmental matters. The parties also acknowledge that the Purchaser will be building an Emergency Services building on the property being purchased under this Agreement. In the event an aspect of the construction of the Emergency Services building (including aprons/roads/parking mandates) requires that the pole barn be removed, the pole barn Agreement will allow the Purchaser to relocated the pole barn facility on to the property being retained by the Seller.

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.

Seller – Advocate Hostel Holding, Inc. Date

Dated: _____, 2023

Purchaser – Village of Saranac Lake