



Reynolds Auction Company *presents...*
PUBLIC REAL ESTATE AUCTION

Real Estate

Selling Commercial Properties with RESERVE
250A Lucius Gordon Drive, 250C Lucius Gordon Drive,
250D Lucius Gordon Drive, 250E Lucius Gordon Drive
and 250F Lucius Gordon Drive,
Town of Henrietta, County of Monroe, State of New York

AUCTION: Tuesday, September 17, 2019 at 1:00 PM
Registration/Preview at 12:00 PM

Auctioneer

David A. Koeberle, Licensed Real Estate Broker

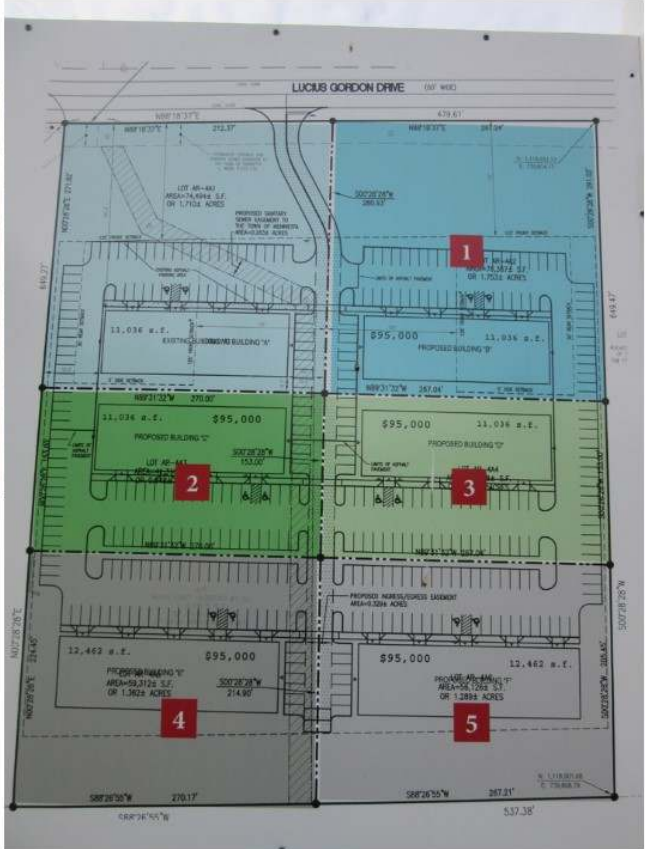
Telephone: 315-597-8815 • Cell: 315-945-1212

Email: office@reynoldsauktion.com

www.reynoldsauktion.com

Property Description: selling sub-divided commercial properties, known as 250A Lucius Gordon Drive, Henrietta, New York 14586, 250C Lucius Gordon Drive, Henrietta, New York 14586, 250D Lucius Gordon Drive, Henrietta, New York 14586, 250E Lucius Gordon Drive, Henrietta, New York 14586, 250F Lucius Gordon Drive, Henrietta, New York 14586. The properties are classified as commercial vacant land. The properties are located in the East River Professional Park by North Forest Office Space, conveniently located in the R.I.T. Business and Technology Park, just 3/4 of a mile from campus. The lots have been pre-approved for office or flex space, lots 250A, 250B and 250C are pre-approved for 11,036 square foot buildings and lots 250E and 250F are pre-approved for 12,462 square foot buildings. All site work complete to each lot, including retention pond, grading and all utilities. **These parcels will be offered separately with a starting bid of fifty thousand dollars (\$50,000.00) each, and together;** we will acknowledge a high bid on all five parcels; We will then offer the five parcels as one lot with a starting bid of the combined five separate bids or a minimum starting bid of two hundred and fifty thousand dollars (\$250,000.00), which ever is greater. If the bid for the single property exceeds the individual bids and the reserve of \$250,000.00, the individual bids will become void and the properties will be sold as one lot to the highest bidder. If the properties are not sold together as one lot, unless individual bids are received on all properties, the properties will only be sold from front to back in order. In other words, if a bid is only received on a back parcel, no parcels will be sold. Sale of any parcel(s) will be confirmed. **See property bid package for detailed deposit requirements - there is a minimum deposit amount of \$10,000.00 or 20% of the purchase price, which ever is greater at time of sale, for each parcel; or \$ 50,000.00 or 20% of the purchase price if all five parcels are sold as one.**

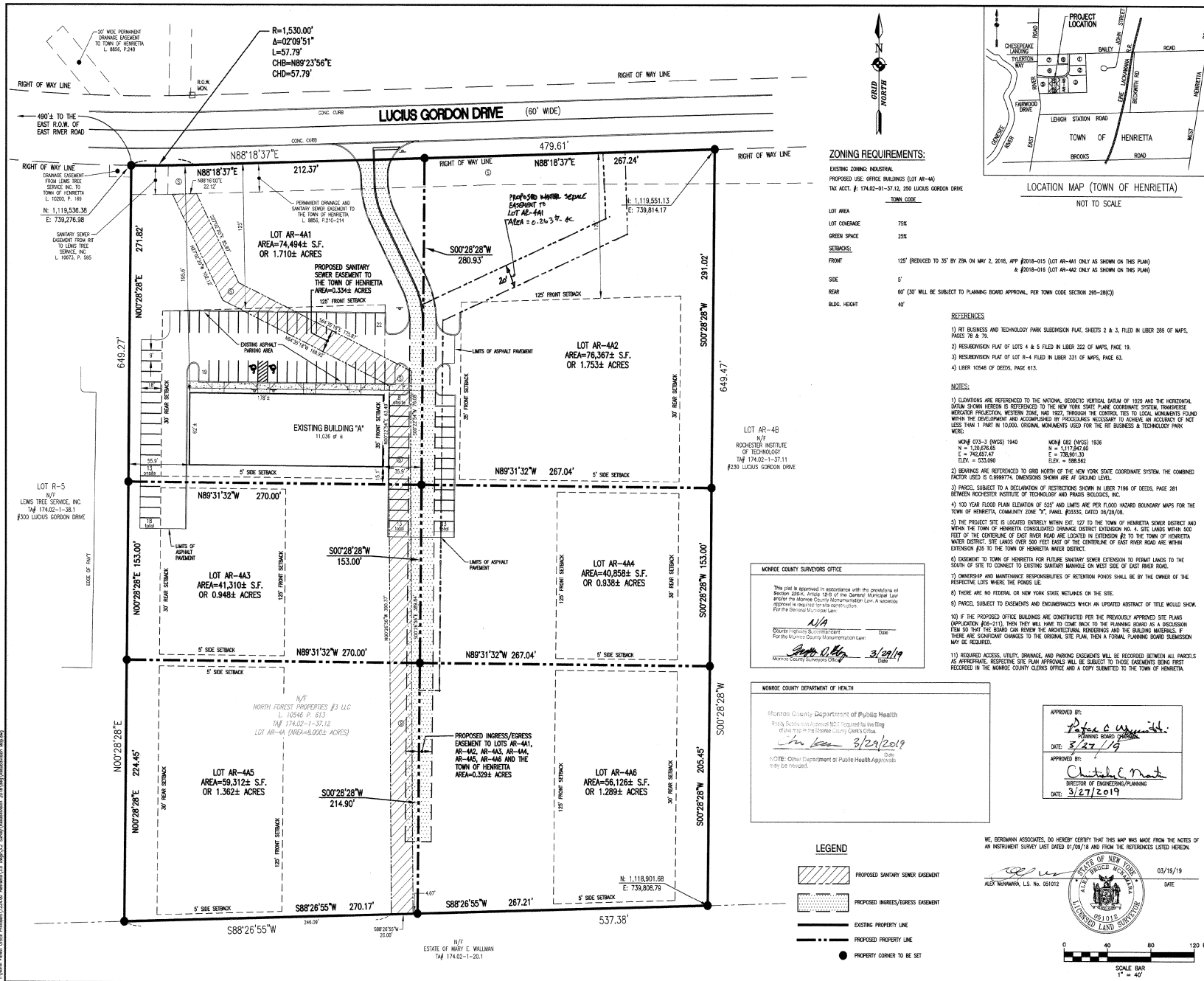
PHOTOS



PHOTOS



PHOTOS



East River Professional Park
 RIT Business & Technology Park
 250 Lucius Gordon Drive
 Henrietta, New York

North Forest Office Providers
 145 Sully's Trail
 Suite 4
 Pittsford, New York 14534
 585-248-0990

B BERGMANN
 ARCHITECTS ENGINEERS PLANNERS
 Bergmann Associates, Architects, Engineers,
 Landscape Architects & Surveyors, D.P.C.
 280 East Broad Street
 Suite 200
 Rochester, NY 14604
 office: 585.232.5136
 fax: 585.232.4552
 www.bergmannpco.com

For Information Only - Accuracy not Guaranteed

Auction Terms & Conditions

- METHOD OF SALE:** Auction with Reserve or Confirmation. This is a reserve Two Session auction. Each parcel will be auctioned individually, with a starting bid of fifty thousand dollars (\$50,000.00), we will then acknowledge a high bid on each parcel, we will then offer the properties as one lot with an opening high bid of the combined individual bids or \$250,000.00, which ever is greater. If no bid is received on the properties as a whole, the properties will be sold to the highest bidder individually as long as the fifty thousand dollars (\$50,000.00) reserve has been received and confirmed by the owner; However, once a bid on all five properties has exceeded the individual bids and the two hundred and fifty (\$250,000.00) reserve has been received, the five individual bids will become void and the properties will be sold to the final highest bidder as one lot. The sale(s), above the confirmed price, will be complete, according to all stated terms, when the Auctioneer announces that the property is **SOLD**. **A five (05%) percent Buyers Premium will be added to the final bid amount.**
- DEPOSIT:** The successful high bidder will provide as earnest monies via cash, guaranteed funds, personal or business check drawn on a New York State bank an amount of \$10,00.00 or twenty (20%) percent of the sale price, whichever is greater for each/ all/combination of parcel(s), with the Reynolds Auction Co., Inc. for escrow deposit. Any check drawn on an out of state bank must be accompanied by an Irrevocable Letter of Credit directed to Reynolds Auction Co., Inc. in acceptable form. Said deposit will be first applied to the Buyers Premium with the remainder applied to the purchase price, at closing. **A five (05%) percent Buyers Premium will be added to the final bid amount.**
- FINANCING:** Prospective purchasers must prearrange financing prior to auction participation. Full payment to the seller is expected and required at closing. Seller may provide limited due diligence financing.
- CLOSING** and property transfer to be on or before thirty days after auction date, time of the essence with payment of the purchase price remainder by certified check or bank cashier's check, drawn on a U.S. Federal Reserve clearing house bank.
- CONDITION:** This property is sold "AS IS" without warranties or guarantees, in its present condition and no warranties as to physical condition are made either by the owners, listing Broker or Auctioneer, unless specifically stated

herein.

6. **SURVEY:** The Seller will not provide a current property survey.
7. **ADJUSTMENTS AT CLOSING:** Current real property taxes will be prorated and adjusted as of a deed delivery date.
8. **DEED:** At closing, Seller will deliver to the Buyer a Warranty Deed with lien covenant giving good and marketable title, free and clear of all encumbrances, but subject to all easements, covenants, conditions, including tenancies and restrictions, if any, zoning, environmental protection and other municipal, federal and state laws and any state of facts which an accurate survey and/or inspection of the property offered might show.
9. **PURCHASE OFFER:** The successful Bidder will be required to sign a legally binding purchase offer upon the completion of the auction.
10. Statements made the day of the auction take precedent over any information contained in this material.
11. The Seller, through their Agent, the Auctioneer, at their option, may recall the property if the successful Bidder fails to comply with all "Terms and Conditions" of this auction. The person failing to comply will, in addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which may result from a resale of the property.
12. The Auctioneer and Seller will remain forever immune from any and all liability concerning any personal injury or property damage occurring before or after the auction, no matter what the cause.
13. The Broker/Auctioneer, Reynolds Auction Co. is the sole Agent for the Seller
14. If you are the winning bidder, in addition to the CONTRACT FOR SALE, you will be required to sign additional forms that may include . . . an agency disclosure statement and a farming activity disclosure

END Terms and Conditions



Auctioneers • Appraisers

David A. Koeberle, Pres.

Real Estate Broker

3569 Palmyra-Newark Road • Palmyra, NY 14522

315-597-8815 • Fax 315-597-5030

www.reynoldsauction.com

EXAMPLE CONTRACT OF SALE

AGREEMENT made this 17 th day of September 2019 between North Forest Properties #3, LLC, Randy Mauger, as General Manager for the property known as 250A* Lucius Gordon Drive, Town of Henrietta, County of Monroe, State of New York and hereinafter referred to as "Seller" and _____, residing at _____, hereinafter referred to as "Purchaser."

1. SALE. For the consideration hereinafter set forth, seller agrees to sell and purchaser agrees to buy the real property consisting of commercial vacate land located at 250A Lucius Gordon Drive, Town of Henrietta, County of Monroe, State of New York as described in attached Exhibit.

2. PURCHASE PRICE. The purchase price for such real property is \$ _____ + \$ _____ Buyers Premium with the combined total being \$ _____. The buyer will receive credit at closing for any deposit made hereunder. The balance of the purchase price must be by bank draft or certified check.

3. CONVEYANCE OF REAL PROPERTY. Title to such real property will be conveyed to the purchaser by a Warranty Deed subject to:

- A. All covenants, easements and restrictions of record affecting the above described premises, if any.
- B. Zoning Ordinances.

4. ZONING. The seller makes no representation that the property is in conformity with all current zoning regulations.

5. TITLE DOCUMENTS. Sellers will provide the following documents in connection with the sale:

- A. Deed. Sellers will deliver to the purchaser at closing a properly signed and notarized Warranty Deed.

6. SELLER'S WARRANTIES AND REPRESENTATIONS. Sellers warrant and represent as follows:

- A. It is the sole responsibility of the purchaser to determine the legal and/or physical fitness of the property.
- B. Title to such real property as hereinafter conveyed in paragraph three.

The above warranties and representations will all be construed to apply at the time of closing.

7. OBJECTION TO TITLE. If the purchaser raises a valid written objection to seller's title which means that the title to the property is unmarketable, sellers may cancel this contract by giving prompt written notice of cancellation to the purchaser. Purchaser's deposit will be returned. However, if sellers give written notice within five days that sellers will cure the problem prior to the closing date, then this contract shall continue in force until the closing date subject to sellers performing as promised. If sellers fail to cure the problem(s) within such time, the purchaser will not be obligated to purchase and his deposit will be returned.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS. Sellers will pay the real property transfer tax and the amount required for filing of the Real Property Transfer Gains Tax Affidavit. The purchaser will pay for recording the Deed, filing of the State Board of Real Property Services, Real Property Transfer Report. The following, as applicable, will be prorated and adjusted between the sellers and purchaser as of the date of closing: current taxes computed on a fiscal year basis, excluding any delinquent items; interest and penalty; rent payments; water charges; pure water charges and sewer charges. The seller will not provide a real property survey.

9. DAMAGE TO PROPERTY. Risk of loss by damage or destruction to all or a substantial part of the property prior to the closing will be borne by sellers. A "substantial" part of the property will mean any part of the property in excess of 15% of the rental floor area of the property. In the event of such damage or destruction, the purchaser at its option may void this transaction, or elect to consummate this transaction, in which event, sellers right to all insurance proceeds resulting from such damage or destruction will be assigned by sellers to the purchaser. In the event of any lessor damage, this agreement will be consummated and sellers will assign to the purchaser all of its right, title and interest to the proceeds of any insurance payments resulting from such damage or destruction.

10. DELIVERY OF POSSESSION. Sellers will deliver possession of the real property to the purchaser on the date of closing in its present physical condition. Sellers will, upon purchasers' request, advise the tenants, if any, of purchasers' acquisition of title. Sellers and purchaser will, between themselves, prorate the utility and transfer the billings.

Closing must be held and title transferred on or before thirty days after auction date, time of the essence. If closing is not held and title transferred by that date, Seller will retain deposit and Buyer will be liable for all of Seller's damage, if the closing does not occur as a result of Seller's fault or inability to deliver title, then Buyers can reject sale and their deposit will be returned.

11. DEPOSIT. The purchaser has deposited ten thousand dollars \$ 10,00.00 or 20% of the selling price, which ever is greater, in the form of _____ with Reynolds Auction Co., Inc. (escrow agent), which deposit is to become a part of the purchase price or returned if not accepted or if this contract thereafter fails to close for any reason not the fault of the purchaser. If the purchaser fails

to complete his part of the contract, sellers are allowed to keep the deposit and may also pursue other legal rights it has against the purchaser, including a lawsuit for any real estate broker's commission paid by the sellers.

12. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties. No representations or promises with respect to the sale and purchase of the real property have been made by sellers or purchaser other than expressly set forth herein.

13. BINDING EFFECT. This agreement will become binding upon the distributes, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

By _____
North Forest Properties #3, LLC
Randy Mauger, General Manager

By _____
(Buyer Sign/Date)

By _____
(Buyer Sign/Date)

END

*** Sample contract uses 250A, we will provide similar contracts for all five parcels and one with all five parcels sold as one lot**