



VACANT LAND RIDER



RIDER TO CONTRACT dated: 09/20/2024 ("Contract")
between Llyod Haseley Susan Haseley ("Seller")
and ("Purchaser")
regarding: 8900 Lockport Road Niagara Falls NY 14304 ("Property").

The Parties agree that the following additions and/or modifications are hereby made to this Contract:

- VLR1. INTENDED USES/IMPROVEMENTS. Purchaser's Intended Uses and Intended Improvements in Paragraph 12(A) is completed as:
(A) a single family dwelling with a car garage and
(B) a family dwelling with a car garage and
(C) a all in the size, design and location of Purchaser's choice.
(D) unimproved land.

VLR2. SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge (NOTE: complete each item):

- (A) The Property is currently zoned for residential use as a one two three four family dwelling or
(B) The Property is wholly or partially either Federal or State Wetlands Yes No
(C) The public municipal road referred to in Paragraph 6(P)(1) is known as Lockport ("Road").
(D) There are currently the following easements and lines, for servicing the Intended Improvements, located (i) on the Property, along the entire Property line contiguous to the Road and no more than 15 feet in width; or (ii) within the Road, along and no more than 5 feet from the entire Property line contiguous to the Road:
(1) electric Yes No Other
(2) natural gas Yes No Other
(3) public water Yes No Other
(4) public sanitary sewer Yes No Other
(5) public storm sewer Yes No Other
(6) telephone Yes No Other
(7) cable television Yes No Other

If "Other" is checked, attach an explanation.

CAUTION: Seller is not guaranteeing the availability or location of utilities. Purchaser should verify the location and cost of connecting to utilities.

- (E) The Property is subject to special assessments for public improvements (for example: sewers, lighting, sidewalks, water, etc.) Yes No

VLR3. SURVEY STAKING. The Property is to be staked by the surveyor at Seller's expense Yes No

VLR4. PROPERTY INVESTIGATION.

8900 Lockport Road Niagara Falls NY 14304

Initials box for Seller (LH, SH)

[Property Address]
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Initials box for Purchaser

- (A) **Applicability.** The provisions of this Paragraph VLR4 shall apply in lieu of Paragraphs 8 and 9 and the last sentence of Paragraph 12(A)(3).
- (B) **Investigation.** Within 30 days following the satisfaction or waiver of the Attorney Approval Contingency ("Investigation Period"), Purchaser shall complete all tests, inspections, investigations and/or cost estimates ("Investigations") desired by Purchaser to determine that the Property is acceptable for the Intended Uses and Intended Improvements (for example: percolation test, availability of well water, location of and cost of connecting to utilities, review of restrictive covenants, subdivision compliance, availability of building permit, soil tests, environmental and archeological tests and investigations, zoning, flood plain and/or wetlands status, etc.). The results of the Investigation must be satisfactory to Purchaser ("Investigation Contingency"). The cost of the Investigations shall be paid by Purchaser, except for the following which shall be paid by Seller: _____.
- (C) **Cooperation.** Without the written consent of Seller, no investigations shall be conducted which would result in physical damage to the Property. Seller will otherwise cooperate with Purchaser's Investigations, in such fashion as may be reasonably requested by Purchaser. Upon request of Purchaser, Seller shall promptly deliver to Purchaser or Purchaser's attorney a copy of any title search and survey map relating to the Property in the possession of Seller, Seller's attorney or Listing Broker and a complete copy of each record and report reasonably available to Seller at a nominal cost to Seller pertaining to any of the matters being investigated by Purchaser. Upon request of Seller, Purchaser shall promptly deliver a copy of each record and report available to Purchaser pertaining to any of the matters investigated. Upon completion of the Investigations, Purchaser shall cause the Property to be returned to substantially the same condition as existed on the Contract Date.
- (D) **Right to Cancel Contract.** If the results of any Investigations are unacceptable to Purchaser for any reason, Purchaser shall notify Seller or Seller's attorney in writing (the results need not be disclosed). In such case, either Party may cancel this Contract. **Purchaser's notice of unacceptable results *must* be received by Seller or Seller's attorney before the expiration of the Investigation Period.** If Purchaser's notice of unacceptable results is not received by Seller or Seller's attorney before the end of the Investigation Period, this contingency is deemed waived by Purchaser.

Authentisign <i>Lloyd Haseley</i>	09/20/2024	_____	_____
Seller <i>Lloyd Haseley</i>	Date	Purchaser	Date
<i>Susan Haseley</i>	09/20/2024	_____	_____
Seller <i>Susan Haseley</i>	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date



AGRICULTURAL DISTRICT RIDER



RIDER TO CONTRACT dated: 09/20/2024 ("Contract")
 between Llyod Haseley Susan Haseley
 _____ ("Seller")
 and _____
 _____ ("Purchaser")
 regarding: 8900 Lockport Road Niagara Falls NY 14304 ("Property").

The Parties agree that the following additions and/or modifications are hereby made to the Contract:

- ADR1. AGRICULTURAL DISCLOSURE.** Purchaser is given the following notice: "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 be 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 Agriculture and Markets Law."
- ADR2. SURVIVAL.** The provisions of this Agricultural District Rider shall survive for 2 years after the Closing.
- ADR3. PURCHASER ACKNOWLEDGMENT.** Purchaser acknowledges that Purchaser has received and read this notice.

	<u>09/20/2024</u>	_____	_____
Seller Llyod Haseley	Date	Purchaser	Date
	<u>09/20/2024</u>	_____	_____
Seller Susan Haseley	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date

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