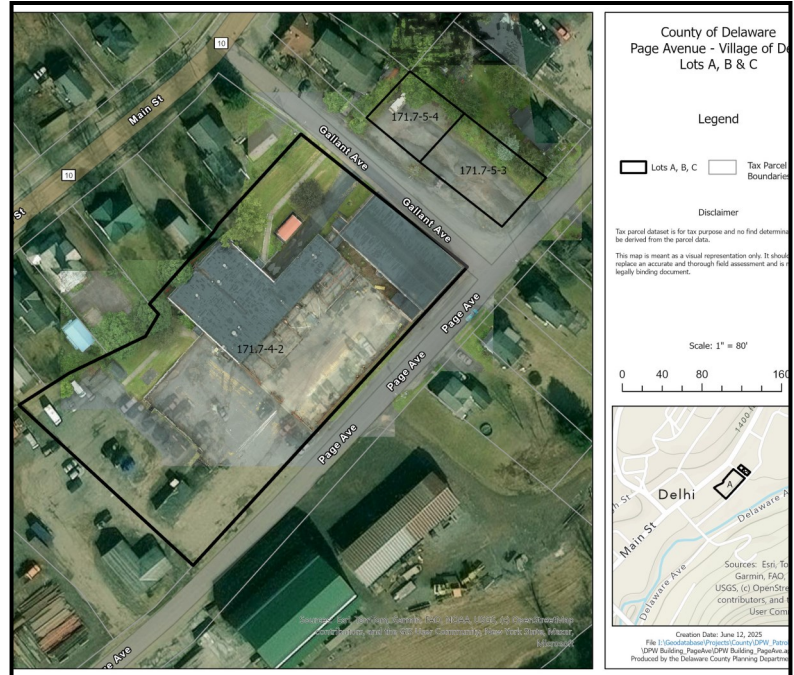




# AUCTION

607-865-6951

## REAL ESTATE



**Former Delaware County DPW  
Garage, Offices, & Parking Lots  
Corners of Page & Gallant Aves,  
Delhi New York**

**Online Bidding Only Begins Closing:  
Thursday August 7<sup>th</sup> @ 7:00 PM**

***"Absolutely Sells to the Highest Bidder Regardless of  
Price Without Minimum or Reserve!"***

**www.lambrechtauction.com**





**Lambrecht Auction & Real Estate Co.**  
151-153 County Hwy 38  
Bainbridge, NY 13733  
**[www.lambrechtauction.com](http://www.lambrechtauction.com)**  
**607-865-6951**

**Dear Bidder:**

Thank you for your expressed interest in these Auction properties located at: Page Ave and Gallant Ave, Delhi, NY – the former site of Delaware County Department of Public Works. The properties are being sold at Auction for Delaware County. The county has built a new highway garage, and the board of supervisors have chosen a Real Estate Auction to aggressively market the property and produce activity within a specific time frame while giving everyone an equal opportunity to purchase the property.

At Lambrecht Auction, we are committed to representing each property to the best of our ability. However, we remind you that the information contained within this bidder packet is a representation of information believed to be accurate by Lambrecht Auction and the seller. Obtaining possession of this packet is no excuse to neglect performing the necessary due diligence and verification of any questions or concerns you may have. We prepare and provide this information only as an aid to assist you in performing your own due diligence. You must ultimately rely solely upon your own observations and due diligence of the property in making your bidding decisions.

You can expect honest and fair treatment from Lambrecht Auction and Real Estate, but you must understand that we are agents of the seller, and we work in the best interests of the seller. Lambrecht Auction does not represent any bidders in this Auction.

Thank you for your interest. We look forward to having your participation in the Auction. If you have any further questions, contact us at 607-865-6951 or visit our website at [www.laibids.com](http://www.laibids.com). Our Auction team is available to assist you with any questions you may have regarding this property or the Auction process.

Sincerely,

Lambrecht Auction & Real Estate

|                           |   |
|---------------------------|---|
| Property Details          |   |
| <b>Address</b>            | Corners of Page Avenue & Gallant Avenues, Delhi, NY   |
| <b>Town</b>               | Delhi   |
| <b>State</b>              | NY  |
| <b>Village</b>            | Delhi   |
| <b>County</b>             | Delaware  |
| <b>Parcel IDs</b>         | 171.7-4-2 (main parcel, subject to boundary line adjustment of .56 acre on westerly edge of parcel), 171.7-5-3 & 171.7-5-4 (2 parking lots)   |
| <b>Book #/Page #</b>      | The main parcel (171.7-4-2) is filed under three deeds: 229/328, 377/374, and 548/442. There is a recent boundary line adjustment surveyed out which takes .56 acres on the westerly side and between the "DPW Storehouse" and "Shed" and adds it to an adjoining County Parcel. See survey of Delaware County Department of Public Works Facility on Page Ave (Delaware Engineering 1999) and Boundary Line Adjustment (Wakin Land Surveying 2025) |
| <b>Book #/Page #</b>      | 171.7-5-3 is filed under 496/926. 171.7-5-4 is filed under 747/1029   |
| <b>Property Class</b>     | 651, 652, 653   |
| <b>School District</b>    | Delaware Academy (Delhi)  |
| <b>Directions</b>         | NYS Route 10 (Main St) on NE end of Delhi village to Gallant Ave to Page Ave  |
| Land Details              |   |
| <b>Acreage +/-</b>        | 2.2 +/- Total of all 3 Parcels  |
| <b>Land Dimension</b>     | Main Parcel is Roughly 213' on Gallant Ave 406' on Page Ave x 237' along new boundary line between shed and storehouse x399'(appx) The two vacant lots total Appx. 66'x177'   |
| <b>Road Frontage</b>      | Refer to Survey Map (1999) Less Boundary Line Adjustment (2025) .   |
| <b>Pond / Stream</b>      | None  |
| <b>Easements</b>          | Utility   |
| <b>Right of Ways</b>      | 20' Shared right of way on new boundary line adjustment   |
| <b>Land Description</b>   | Level Village lots  |
| <b>Municipal Projects</b> | None known  |
| <b>Survey</b>             | (2) Surveys: 1999 by Delaware Engineering filed 6/15/2000 #6934 Document #32245, 2025 by Wakin Land Surveying filed 4/30/2025 #11059  |
| <b>Maps Attached</b>      | GIS Aerial Overlay, 2 Surveys (1999 & 2025 Boundary Line Adjustment)  |
| <b>Water Shed</b>         | Delaware River  |
| <b>Ag District</b>        | No  |
| Building Details          |   |
| <b>Year +/-</b>           | Unknown. Main parcel with buildings was purchased by Delaware County in 1931 from Attleboro Braiding Co.  |
| <b>Style</b>              | Resembles a New England Mill. Large open & smaller rooms on the ground floor used as the highway garage and parts storage. Upstairs are predominantly offices.  |

## **Disclaimer**

The information provided in this packet is derived from sources deemed reliable. However, neither the Auctioneer nor the seller(s) make any guarantees or warranties of any kind. The property is sold in as-is condition. It is solely the responsibility of the bidders to make decisions based upon their own inspection. This packet is provided simply to assist any prospective bidders in beginning their own due diligence. The following information shall not be disclosed or duplicated in whole or in part for any purpose other than the evaluation of the details of this property and used as a tool in the bidding process. Doing so would require direct written consent from Lambrecht Auction & Real Estate Co.

## **Auction Terms**

### **Deposit**

The highest bidder will be required to make a \$5,000, non-refundable deposit within three days of Auction closing. This money will be held in the Auctioneer's escrow and will be applied towards the final sale price at the time of closing. This deposit can be made in the form of a personal check, bank check, cash, or guaranteed funds; no credit cards will be accepted.

### **Buyer's Premium**

A 10% buyer premium will be applied towards the highest bid of the property. This means that the final bid will be increased by 10%. For illustration purposes only; if the highest bid on a property is \$100,000, then the buyer's premium would be \$10,000. The total sale price will be \$110,000.

### **As-Is Condition**

Like most properties that we sell at Auction; this property is sold in as-is condition. It is solely the responsibility of the buyer to thoroughly inspect the property and verify all data presented by the Auctioneer. Although, it is not intentional, sometimes there are typing errors in the bidder packets and buyers are responsible for verifying all information.

### **Contingencies**

There are no contingencies, such as financing or home inspection that must be approved to complete the offer to purchase. It is the sole responsibility of the buyer to inspect the property and make a decision based upon their inspection. It is advised that the buyer know exactly how much they can bid and have their financing arranged prior to the Auction's Closing.

### **Closing Date**

The closing date (transfer of title, not to be confused with auction closing) of this property has been **Tentatively** scheduled for September 22<sup>nd</sup>, 2025, at the office of Amy Merklen.

### **Sale Method**

The real estate is being sold at an Online Absolute Auction on laibids.com Thursday August 7<sup>th</sup> @7:00 pm. The seller has committed to selling this property Regardless of Price!! Upon conclusion of the Auction, this property will have an accepted offer.

### **Owner Financing**

Owner Financing is not available at this Auction.

### **Agency**

As a bidder, you need to understand that Lambrecht Auction & Real Estate Co. is an agent of the seller, and we owe the seller our fiduciary duties of: Care, Confidentiality, Loyalty, Obedience, Accounting, and Disclosure.

In the sale of this property, Lambrecht Auction is acting solely as the agent of the seller. However, we are committed to fair and honest dealings with all buyers and a representation of all facts that we know to be true and accurate.

### **All Sales Final**

The final bid is the final selling price of the property. Placing a bid, either live or online, is a binding contract and it is irrevocable unless it is refused by the seller or negated by a higher bid. There will be no negotiations made after the Auction. The bidding process is the only form of negotiation that will take place. It is strongly suggested that the buyer be completely prepared for the Auction and perform any necessary due diligence.

### **Deed Deliverance**

At the time of closing, the seller will deliver a bargain & sale deed with covenant against grantors acts.

# Preparing to Bid at an Auction

1. **Attend an Open House-** This is the best opportunity for interested buyer to gain knowledge on the property and meet the Auction staff. At an open House, prospective buyers have a reasonable amount of time to inspect the property and ask questions. This particular property can be viewed Saturday August 2<sup>nd</sup> 9:00 am – 11:00am. The buildings on the Page Avenue parcel are being sold in “as-is” condition. They are old and used, so be sure to visit the site before bidding.
2. **Read The Bidder Packet-** This packet has much of the information that you need to answer your questions. It includes property details, copies of the contracts that you will sign, and supporting documents. The provided information is an aid to assist you in performing your own due diligence.
3. **Contact an Auction Representative-** After viewing the property, it is quite likely that you will develop additional questions that you need answered. Contact Lambrecht Auction & Real Estate Co. and get those questions answered
4. **Arrange financing-** As a bidder, you will be able to make a wiser, more informed decision if you contact your lending institution prior to attending the Auction. Lambrecht Auction & Real Estate Co. is more than willing to give your bank appraiser or inspectors access to the property prior to the Auction.
5. **Do your homework-** Be prepared. Have your attorney look over the contract if you wish. Research the Auction property and find out as much as you can about the property. Due diligence is an essential task for all parties involved in the transaction. This bidder packet is only provided as a starting tool for interested parties. It may lack information. It is completely the responsibility of interested parties to gather information they desire.
6. **Determine How Much You Are Willing to Bid-** Be realistic concerning how much you can purchase the property for. A common mistake some people make is thinking that no one else is going to be interested in the property and they are unprepared when bidding escalates to more than they were prepared for. On the other hand, one of the worst things that can happen is paying more for a property than you are prepared to. Construct a bid plan by preparing yourself to bid to a point that you are comfortable with. Bidding at an Auction is a binding contract that can be enforced in a court of law. Lambrecht Auction & Real Estate Co. and the seller both have a common goal to successfully complete the transaction. A prepared bidder is more likely to complete the transaction.
7. **Deposit-** Be prepared to make a deposit of the required amount. The amount expressed in the terms of the Auction is the required amount and will not be negotiated or changed. If you are unable to make the required deposit, then you should not bid on the property.
8. **A Special Note About Online Bidding -** This is the final step towards owning the property. When you first register to bid at this auction, our online system will ask to authorize a credit card in the amount of \$500. **We will not charge your card, though this amount may be unavailable to you for a short period of time.** We are just attempting to verify that online participants are real people with real addresses and honest intentions. Also be sure to include your phone number. You will get a call. After you have registered, you can enter your bid(s). You can enter a maximum bid on our system and the software will exercise your bid up to your maximum amount. You can also bid on the property one bid at a time up until the auction closing. **Please Note:** Our system has a soft close, which means that if a bid is received in the last 2 minutes of the auction closing, bidding will be reset to 2 minutes. This is to prevent “snipe bidding”. **Don’t try to wait until the final second to bid as it will suit no purpose. In fact, you may lose out altogether, as there is some delay during internet processing.** In simple terms: Don’t try to be “cute” or it might bite you. **\*\*Register to bid well before the auction is due to end – we need to approve you. Also, do not wait for the last second to bid, especially your first bid, because that is somewhat delayed. We strongly recommend that you place at least one bid days before the auction is scheduled to close just to be certain that you will not have any problem the night of closing. Waiting to register and bid in the last few minutes is a recipe for failure, as there isn’t time to fix any issues, and our normal offices are closed.**

# Benefits of Buying at Auction

## **Know Selling Date**

An Auction buyer is fortunate enough to know the exact date and time of when they will be able to purchase the property. This is possible because the Auction is a scheduled event and is date sensitive. In a private treaty transaction, the haggling back and forth can be drawn out over a period of time and discourage involved parties.

## **Seller is Motivated**

By selling at Auction the seller demonstrates their level of motivation. Auctions are large investment of time and resources, few Auctioneers are going to work for a client that is unlikely to sell the property for a reasonable value in the current market. This property is being sold at an Absolute (Unreserved) Auction without minimum or reserve.

## **Aware of Terms**

In a properly conducted Auction, buyers are fully aware of the terms of the Auction and they bid on the property accordingly. This is beneficial to buyers because they can know exactly how they wish to bid.

## **Limited Negotiating**

The Auction process allows buyers to immediately know if they are the high bidder or not on the property – no haggling or games. Once the value is established, that is it; there are no contingencies factored in that can spoil the agreement. Auctions get straight to the point and are a moment of truth for everyone involved

## **Fair Market Value Purchase**

When a buyer purchases a property at an Auction, it is at the lowest price that the competitive market will allow. The high bidder is the only person willing to bid in excess of what other members of the market are willing to bid by only one increment. This is the truest measure of market value.

## **Arm's-Length Transaction**

Auctions eliminate any appearance of impropriety or favoritism. Everyone is on a level playing field with equal opportunities within the terms of the Auction.

## **Quick Closing**

Prior to the Auction, all bidders are aware of the scheduled closing date. This allows them to be prepared prior to the Auction and to begin to think about the closing process. The more organized and educated everyone involved is, the more likely this transaction will be successful for everyone.

## **Same as Traditional Transaction**

Real estate Auction closings are essentially the same as that of a traditional real estate transaction. Buyers must still hire a closing attorney, secure financing, and prepare the necessary due diligence.



## Supporting Documents

All supporting documents are attached to provide additional information.

### **Purchase and Sale Contract**

Contract to be signed within 4 days following the closing of online bidding. Presented as it will appear.

### **Addendum A**

Includes the description of property and personal property included in the sale of the real estate.

### **Addendum B**

Describes as-is condition.

### **Boundary Line Adjustment Map**

2025 Map by Wakin Land Surveying showing exact placement of the new boundary line and 20' right of way along said line. It is shown on the map as Parcel "C" 0.56 ACRES and is no longer included with the parcel referred to on tax maps as 171.7-4-2. Maps online at the GIS site and tax department have not yet been updated. The new boundary line for the western side of the property goes between the "DPW Storehouse" and the "Shed"

### **Agency Disclosure**

Lambrecht Auction & Real Estate Co. are agents of the seller and work to represent the seller's interests. The high bidder is required by the State of New York to complete the agency disclosure form acknowledging the agency relationship in this transaction.

### **Discrimination Disclosure**

### **Property Condition Disclosure**

This is commercial real estate being sold by a government entity and does not require a condition disclosure.

### **Survey Map**

1999 Map by Delaware Engineering, showing Delaware County properties at that time. It does not take into account the boundary line adjustment. We have boxed the three lots in red and placed a light blue line roughly where the boundary line adjustment is.

### **County Planning Department GIS Map**

This map was updated by County Planning with the boundary line adjustment. It shows the general shape and scope of all three parcels and the relationship of the buildings and improvements to the property lines.





**Purchase And Sale Contract  
Offer to Purchase Real Property**

**Plain English Form Approved by  
New York State Auctioneers Association**

This is a legally binding document. Consult your lawyer if you do not understand any part of it.

TO THE OWNER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

I (We) \_\_\_\_\_ agree to purchase the following property situated in the Town of Delhi, County of Delaware, State of New York, described in Addendum "A" together with all lighting, heating and plumbing fixtures, window shades, screen and storm doors and windows, if any, water heater, water meter and all fixtures and fittings belonging to or used in the operation of the property and owned by you and all of which is to be transferred in "as is" condition. For a more detailed explanation of "as is" condition, see **Addendum "B"** Additional Conditions attached hereto. **Buyer acknowledges this is commercial real estate sold by a government entity and there will be no Sellers Property Condition Disclosure Statement.**

**Price** The purchaser by signing this offer agrees to pay the total purchase price of \$ \_\_\_\_\_ Dollars  
Which includes a 10% Buyer Premium of \$ \_\_\_\_\_ on a final bid price of \$ \_\_\_\_\_

**Deposit** \$ \_\_\_\_\_ cash deposited with Lambrecht Auction Escrow Account in NBT Bank, to be held until this offer is accepted, at which time it shall become part of the purchase price, or returned if not accepted.

**Balances** \$ \_\_\_\_\_ cash on or before \_\_\_\_\_ on passing of deed.

**Contingencies** No financing contingencies. This is a cash contract and not subject to buyer obtaining financing.

**Abstracts, Tax Receipts and Survey:** The Seller shall deliver to the Buyer, at least 5 (five) days prior to closing, a correct up-to-date: (1) county or title company's history (abstract) of title, made from the records in the County Clerk's Office going back at least 40 years and starting with a warranty deed; (2) a property tax abstract covering County taxes for the period from 1/1/2015 to date, and any other property taxes for 10 years; (3) current property tax receipts; (4) Bankruptcy search (if requested); and (5) U.C.C. search when applicable. Any survey will be requested and paid for by the buyer.

**Closing** Transfer is to be completed at an office to be determined on or about 9/22/2025 or as soon thereafter as abstracts can be brought to date. At that time you are to convey to me by Bargain & Sale deed with covenant against grantor's acts, good and insurable title to the property free of all liens and encumbrances, except as above set forth, subject to rights of tenants, if any.  
Interest, insurance premium, rents, and taxes shall be pro-rated and adjusted as of 9/22/2025, or date of possession. County Taxes shall be adjusted and apportioned on a calendar year beginning Jan. 1, and ending Dec.31. School Taxes shall be adjusted and apportioned for the fiscal year beginning July 1, and ending the following June 30, and Village Taxes shall be adjusted and apportioned for the fiscal year beginning June 1, and ending the last day of May following or as otherwise provided by law.

**Possession** Possession of premises shall be delivered on passing of deed.

**Mortgage Expense** Upon any purchase money mortgage given, I(We) agree to pay the usual mortgage tax and recording fee and Revenue Stamps on bond where required.

**Assignment** This offer may be assigned to an individual or corporation for the purpose of holding title thereto; however, I (We) shall personally remain responsible for the faithful performance of the contract.

**Risk of Loss** The risk of loss or damage to the property by fire or other causes until the delivery of the deed is assumed by you, the owner.



**Purchase And Sale Contract  
Offer to Purchase Real Property**

**Broker**

(Select One)

☐

I (We) represent that Lambrecht Auction, Inc. is the broker in this transaction and that no other real estate broker or agent has helped to bring about this sale.

☐

Auctioneer agrees to pay Sub-Agency/Co-Broker Fee of \_\_\_\_ %payable to \_\_\_\_ at Closing of Title.

**Indemnification** Seller and Purchaser each acknowledge and agree that the Auctioneer is not responsible for any defects in title or any other defects or deficiencies with respect to the property. With respect thereto, both Seller and Purchaser hereby (with the exception of any item caused by the gross negligence of the Auctioneer) release Auctioneer from any claims that either one of them may have with respect to the auctioned property. Furthermore, (with the exception of items caused by the gross negligence of the Auctioneer) Seller and Purchaser agree to separately and mutually indemnify and hold harmless the Auctioneer from any claims against the Auctioneer with respect to the auctioned property. Seller and Purchaser agree that this indemnification promise will include, without limitation, the cost of providing any defense to Auctioneer with respect to any claims relating to the auctioned property.

**Agency**

Seller and Purchaser each acknowledge and agree that the Auctioneer is solely acting as agent for the Seller.

**Buyer**

In the event that the Buyer does not complete the transfer, and there being no fault on behalf of Seller, then in that event, the Buyer agrees any deposit made by Buyer may be applied toward the auctioneer's commission and the balance paid to seller as damage for Buyer failing to complete the transfer.

**Persons Bound THIS DOCUMENT, AND ADDENDA, WHEN SIGNED BY BOTH PARTIES, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR ESTATES. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, MAY NOT BE CHANGED ORALLY AND MAY BE MODIFIED ONLY IN WRITING.**

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_  
X: \_\_\_\_\_

Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_  
X: \_\_\_\_\_

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_  
X: \_\_\_\_\_

Buyer  
Attorney: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_



**Purchase And Sale Contract  
Offer to Purchase Real Property**

**ACCEPTANCE OF OFFER BY SELLER**

Seller hereby warrants to Auctioneer that Seller has the legal authority to sell the property and can convey marketable title. Seller acknowledges and agrees that Auctioneer does not have any independent knowledge with respect to the property being auctioned. Seller accepts the offer and agrees to sell on the terms and conditions set forth above and agree that the deposit may be held by Lambrecht Auction, Inc. Seller agrees to pay the real estate commission in the amount of \_\_\_\_\_ or \_\_\_\_\_% of the sales price and Seller may apply Buyer's deposit to Seller's obligation for said commission.

**Seller:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ by \_\_\_\_\_

**Seller's Attorney:**

Amy Merklen  
\_\_\_\_\_  
111 Main Street  
\_\_\_\_\_  
Delhi, NY 13753  
\_\_\_\_\_

Phone: 607 832-5333  
Fax: 607 832-6090  
Email: \_\_\_\_\_

**Selling Agent:**

Dale Lambrecht  
Lambrecht Auction & Real Estate Co.  
3683 Finch Hollow Road  
Walton, NY 13856  
Phone: 607 865-6951  
Fax: 866-709-6417  
Cell: 607 434-3287  
E-mail: [dale@lambrechtauction.com](mailto:dale@lambrechtauction.com)



**Addendum "A" Property Descriptions**

This document is an integral part of the Purchase and Sale Contract.

Delaware County Tax ID #: 171.7-4-2 Less Boundary Line adjustment  
Book 229 Page 328, Book 377 Page 374, and Book 548 Page 442  
Page Avenue DPW Buildings on approximately 2.4 Acre Lot per tax data.  
A Boundary Line Adjustment has removed .56 acre and (109.16' of frontage on Page Ave)  
from the westerly edge of the above parcel. Map is attached.

Delaware County Tax ID #: 171.7-5-3  
Book 496 Page 926  
Gallant Avenue Vacant Lot appx. 114'x74' per tax data

Delaware County Tax ID #: 171.7-5-4  
Book 747 Page 1029  
Gallant Avenue Vacant Lot appx. 66'x72.5' per tax data

**Addendum "A-1"**

**Personal Property to be included in Sale.**

Not Applicable



**Addendum "B" Additional Conditions**

This document is an integral part of the Purchase and Sale Contract between

Seller: Delaware County, NY

Buyer(s): \_\_\_\_\_

**Additional Conditions:** The property(ies) will be sold in "As Is, Where Is" condition, with all fault, with no implied warranties by Seller, Brokers, or Auctioneers. All information and dimensions were derived from sources believed to be correct, but are not guaranteed to be accurate. All square footage, lot size measurements, and dimensions listed are approximate. The Buyer should not rely on any representations made by Seller, Seller's Broker, its Agents, employees and other representatives in connection with this transaction. **Buyer(s) shall rely, solely, on their own information, judgement, and inspection of the property and records.** Seller, its Agents, Broker and Auctioneer, do not make, and specifically disclaim, any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of as to concerning or with respect to (A) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (B) the income to be derived from the property, (C) the suitability of the property for any and all activities and uses which purchaser may conduct thereon, (D) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (E) any other matter with respect to the property and specifically that Seller, Seller's Broker, Auctioneer and its Agents have not made, do not make and specifically disclaim any representations regarding structural integrity, mechanical systems, plumbing, wiring, and habitability. Buyer further acknowledges and agrees that having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided or to be provided by Seller, Broker or Auctioneer, its Agents or other representatives.

The signor(s) acknowledges he/she/they have read, understand and agree to the above conditions of sale.

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Buyer: \_\_\_\_\_

Print Name: \_\_\_\_\_





New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
[www.dos.state.ny.us](http://www.dos.state.ny.us)

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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to



both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

## Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Dale Lambrecht (print name of licensee) of Lambrecht Auction & Real Estate (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

( X ) Seller as a (check relationship below)

( ) Buyer as a (check relationship below)

( X ) Seller's agent

( ) Buyer's agent

( ) Broker's agent

( ) Broker's agent

( ) Dual agent

( ) Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

( ) Advance informed consent dual agency

( ) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website  
[https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
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## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit  
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by \_\_\_\_\_ Dale Lambrecht (print name of Real Estate Salesperson/  
Broker) of \_\_\_\_\_ Lambrecht Auction & Real Estate Co. (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.







Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, New York State, Maxar, Microsoft

# County of Delaware

## Page Avenue - Village of Delhi

### Lots A, B & C

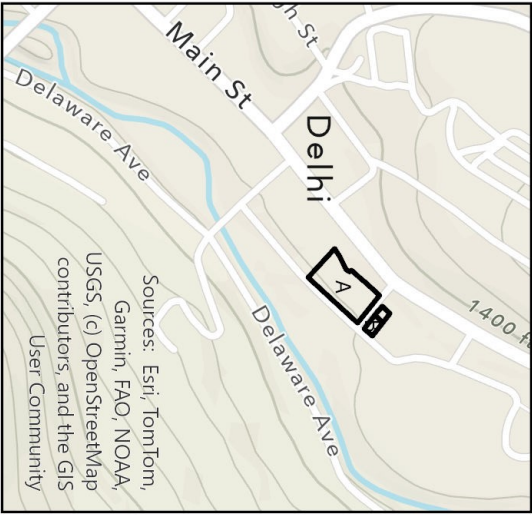
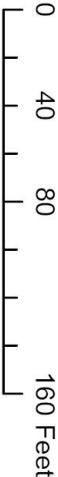
#### Legend

-  Lots A, B, C
-  Tax Parcel Boundaries

#### Disclaimer

Tax parcel dataset is for tax purpose and no find determination should be derived from the parcel data.  
This map is meant as a visual representation only. It should not replace an accurate and thorough field assessment and is not a legally binding document.

Scale: 1" = 80'



File 1: (Geodatabase\Projects\County\DPW\_Patrols\DPW Building, PageAve\DPW Building, PageAve.aprx)  
Produced by the Delaware County Planning Department GIS

Creation Date: June 12, 2025

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community