



UNLOCK MULTI-STORY REDEVELOPMENT POTENTIAL
ENDICOTT, NY

Previews:

April 29 | 2:30 p.m.

Online Bidding Opens:

April 27 | 12:00 p.m.

Online Bidding Closes:

May 7 | 12:30 p.m.

Property Location:

140 Washington Avenue
Endicott, NY 13760

Property #:

AP26041

TRANZON AUCTION PROPERTIES
16 WARREN AVENUE
KENMORE, NY 14217

MICHAEL FOSTER
P: 716-507-9009
MFOSTER@TRANZON.COM



New York State Disclosure Form for Buyer and Seller

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.

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 interest. 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 consistent 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 cannot 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 the 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. 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

New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Michael Foster of Tranzon Auction Properties
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer'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: _____

NOTICE

ATTENTION PROSPECTIVE BIDDERS

Tranzon Auction Properties is acting solely as agent for the seller

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

ONLINE BIDDING OPENS: Monday, April 27, 2026 | 12:00 p.m.

ONLINE BIDDING CLOSES: Thursday, May 7, 2026 | 12:30 p.m.

PREVIEWS: Wednesday, April 29, 2026 | 2:30 p.m.

PROPERTY DESCRIPTION

140 Washington Avenue is a prominent two-story, 45,000± sq. ft. commercial building in the heart of Endicott, constructed in 1960. Strategically located on Washington Avenue with easy access to major thoroughfares, the property offers flexible office, retail, or mixed-use potential with natural gas, public water and sewer, passenger and freight elevators, and a wet sprinkler system. The building is complemented by ample public parking, providing convenient access for employees, clients, and visitors. Its solid structural base and walkable urban setting make it suitable for investment, repositioning, or redevelopment.

The property may also benefit from several local and state incentives designed to support redevelopment, including the New York State Downtown Revitalization Initiative, which encourages private investment in downtown Endicott, and New York State Historic Rehabilitation Tax Credits, which provide significant cost offsets for income-producing historic building renovations. Additionally, Empire State Development programs, such as economic transformation and facility redevelopment tax credits, provide further financial support for qualifying projects. These incentives enhance the potential for redevelopment, adaptive reuse, or mixed-use conversion.

- **Lot Size:** 0.34± Acres
- **Parking:** On-street
- **Road Frontage:** 150'± on Washington Avenue & 100'± on Broad Street
- **Building Size:** 45,000± sq. ft.
- **Year Built:** 1960±
- **Stories:** 2
- **Occupancy:** Vacant
- **Construction:** Masonry
- **Foundation:** Poured Concrete
- **Basement:** Yes
- **Roof Cover:** Rubber
- **Exterior Siding:** Brick
- **Heat Source:** Hot Water
- **Additional Notes:** Canopy Frame, Sprinkler System Throughout
- **Parcel ID:** 157.10-2-48
- **Tax Year:** 2026
- **Tax Due Dates:** January 1st
- **Assessed Value:** \$9,100
- **Annual Taxes:** County/Town - \$2,126.56; Village - \$4,259.17; School - \$6,828.81
- **Water & Sewer:** Public – Billed by Endicott Water, 607-757-2421
- **Zoning District:** Per the municipal office, CB District. Please call Brian Botsford at 607-757-2465 to verify.

NOTE: This property has special tax benefits.

DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

PROPERTY SUMMARY (CONTINUED)

SUMMARY OF TERMS

Buyer's Premium: Ten Percent (10%) of the High Bid

Closing: 30-day closing, sold in As-Is condition, no contingencies.

Deposit Amount: Ten percent (10%) of purchase price (high bid + buyer's premium) due within twenty-four (24) hours of auction end.

Agents Welcome: Agent participation is being offered. Please visit our website at www.tranzon.com/AP26041 or call us for details.

BROKER'S PROCEDURES

Please be advised that prior to showing a purchaser a property: (1) we do not require identification from a prospective purchaser, (2) we do not require a purchaser to sign an exclusive brokerage agreement and (3) we do not require a pre-approval for a mortgage loan in order to show a purchaser properties.

CONTACT

Michael Foster | Broker
716-507-9009 Office
mfoster@tranzon.com
NY #49F00966562

MUNICIPAL OFFICE

Town of Union
Website: <https://townofunionny.gov/>
Tel: 607-786-2900

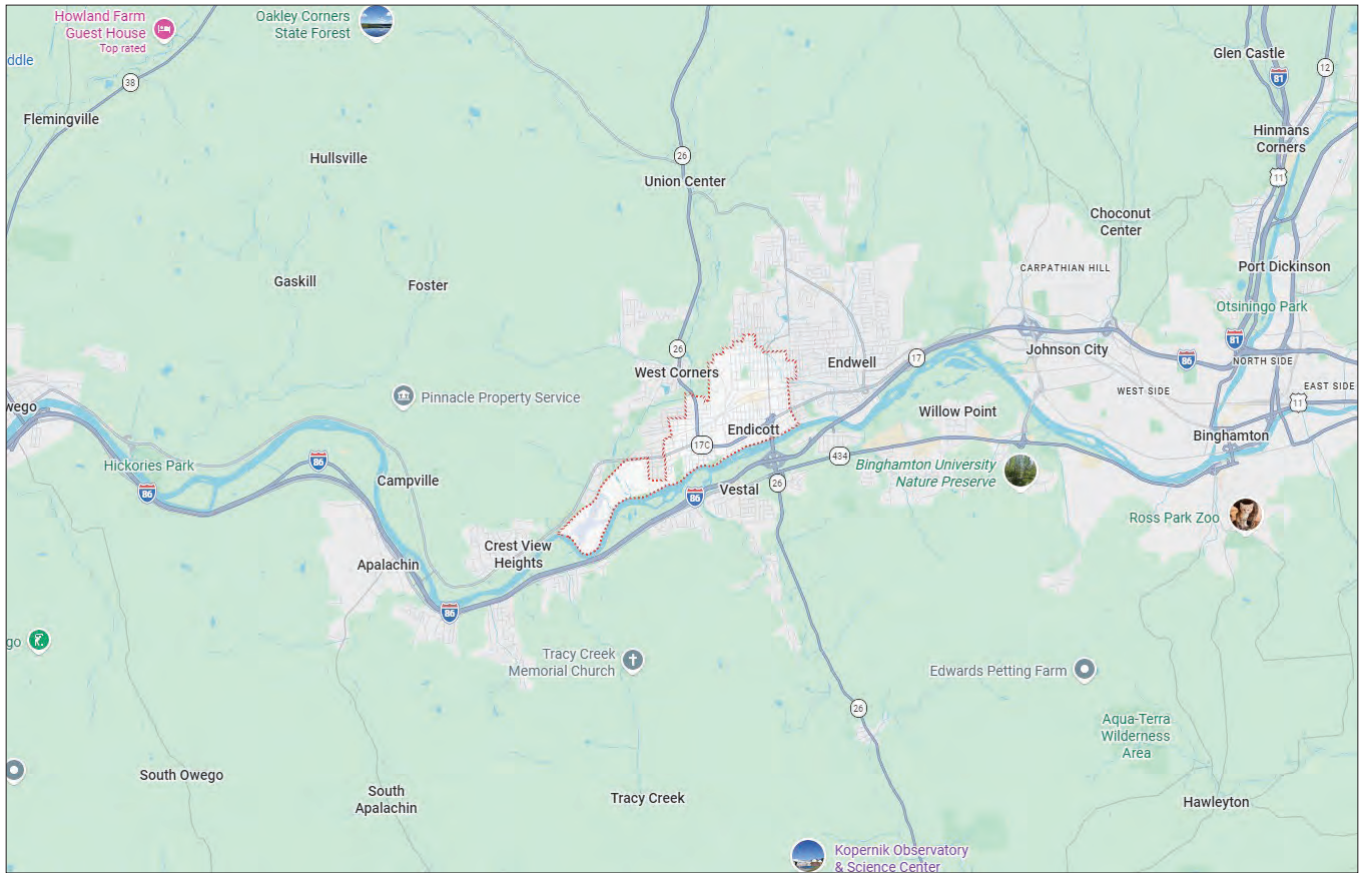
Village of Endicott
Website: www.endicottny.com
Tel: 607-757-2421

Broome County
Website: <https://broomecountyny.gov/>
Tel: 607-778-8000

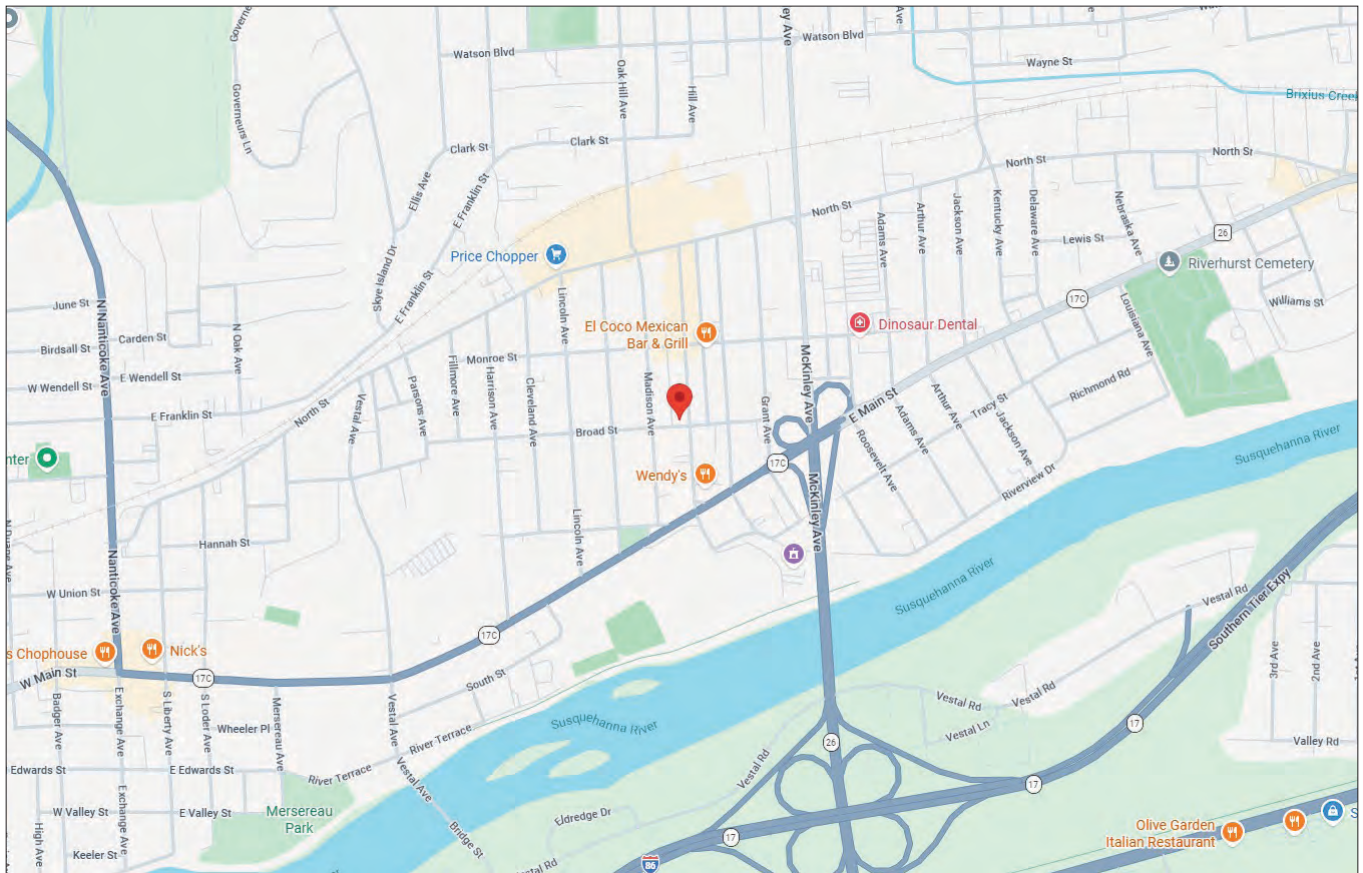
Union-Endicott Central School District
Website: www.uek12.org
Tel: 607-757-2811

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AREA MAP

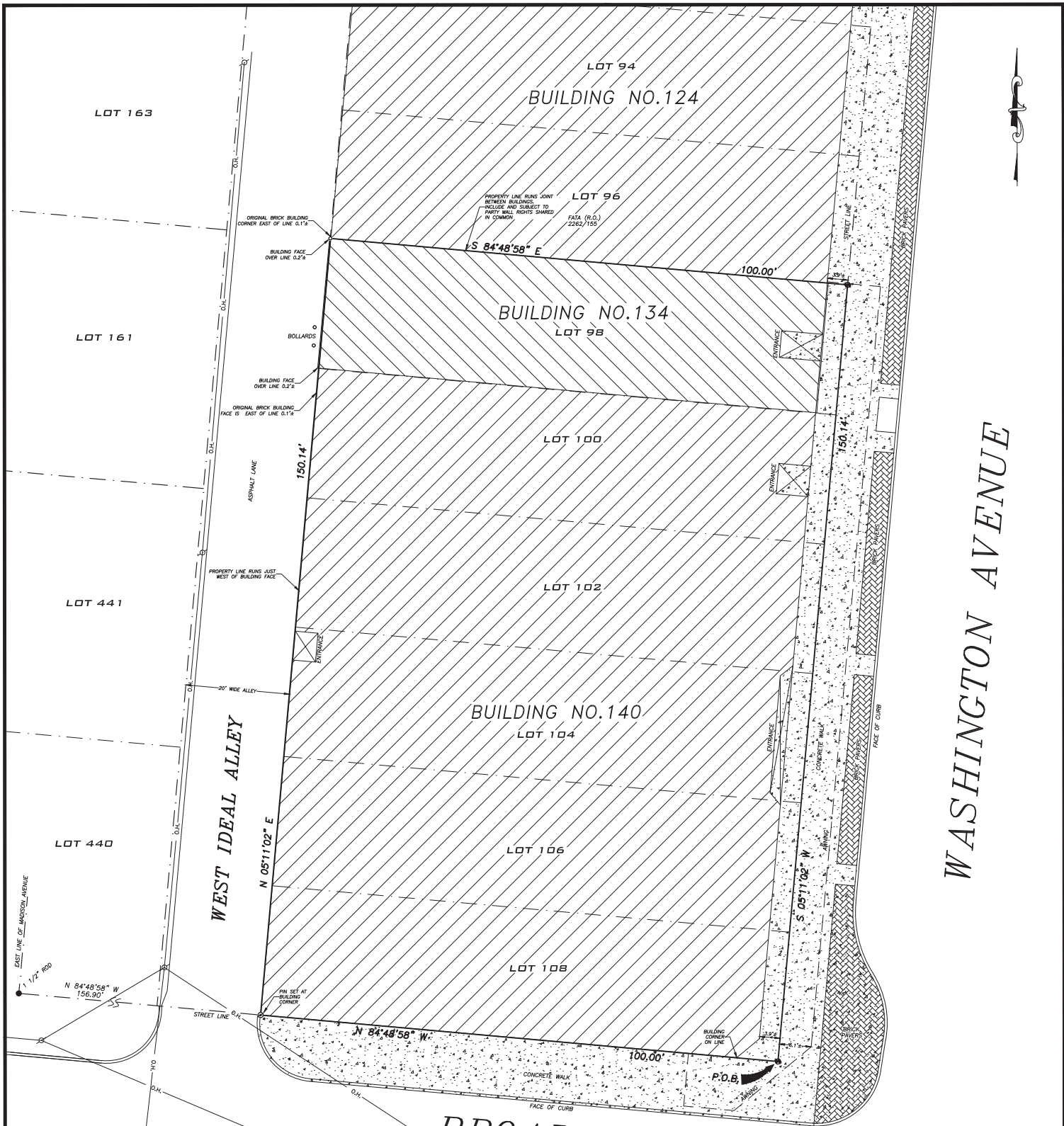


PROPERTY LOCATION MAP





 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**



WASHINGTON AVENUE

NOTE:
THIS SURVEY MAP PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE PROVIDED, SUBJECT TO ANY STATE OF FACT THAT AN UPDATED ABSTRACT OF TITLE MAY SHOW.

NOTES

- 1- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
- 2- Only copies from the original of this survey map with the surveyor's embossed seal are genuine, true and valid copies of the surveyor's original work and opinion.
- 3- Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, and to the lending institution listed on this survey map and are not transferable.

TITLE INFORMATION
CAPONE HILLDALE, LLC
DEED BOOK 2450 PAGE 251
TAX MAP NO.157.10-2-48
AREA=0.345 ACRES

MAP REFERENCES:
1) NORTH END OF THE E.C. PECK FARM MADE BY S.M. BAIRD AND RECORDED MAY 23, 1901 IN MAP BOOK 2 AT PAGE 7.

LEGEND

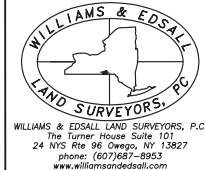
- - COMPUTED POINT
- - EXISTING IRON LABELED
- ⊕ - FK WALL SET IN CONCRETE
- ⊗ - 3/4" REBAR SET WITH CAP
- ⊕ - UTILITY POLE

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

CAPONE HILLDALE, LLC
COUGHLIN & GERHART LLP
STEWART TITLE INSURANCE COMPANY
104 RUTLEDGE ST. #1 LLC

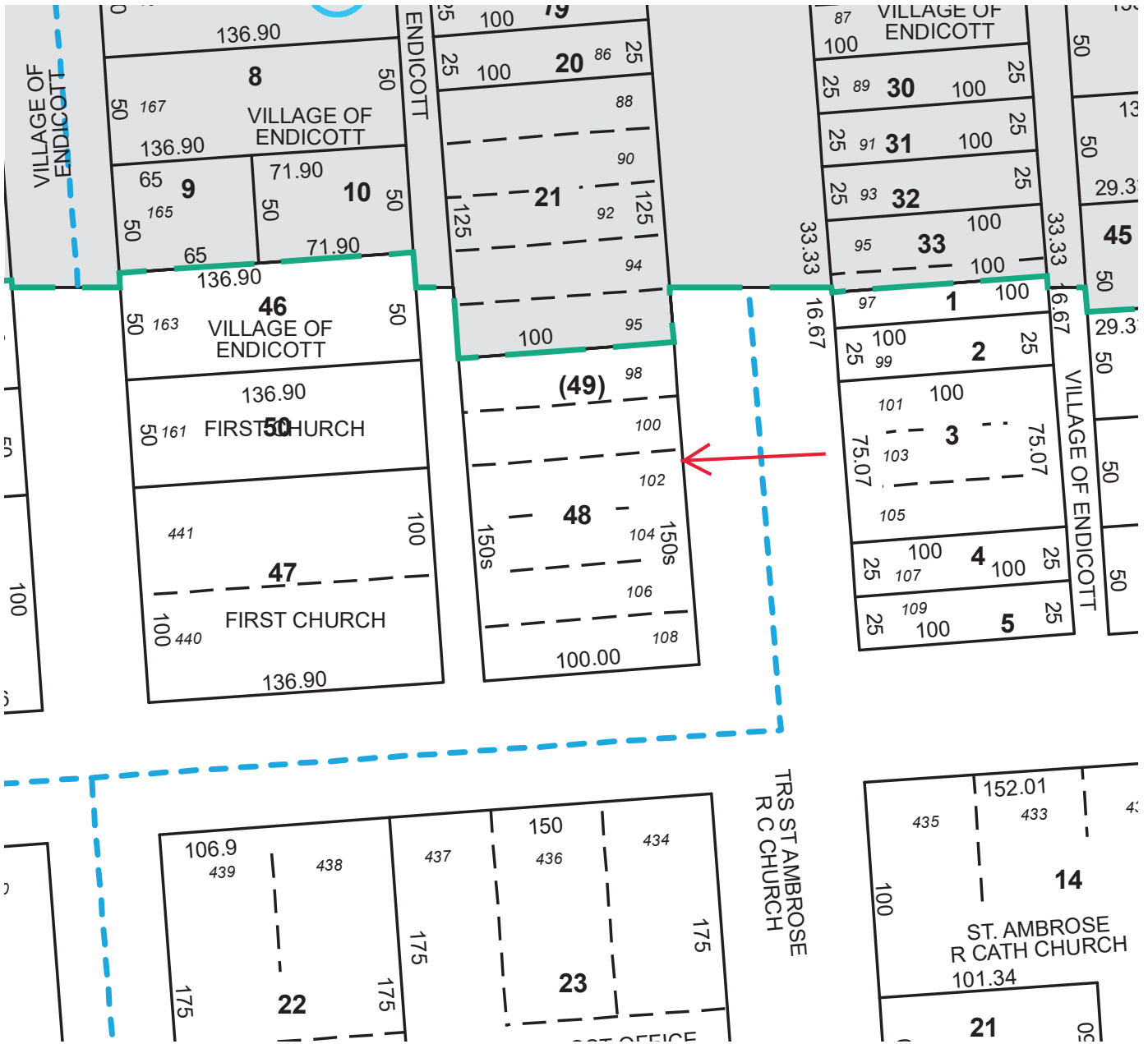
I hereby certify that I am a licensed land surveyor, New York State License No. 050823, and that this map delineates an actual survey on the ground made by me or under my direct supervision, that it was prepared in accordance with the current Code of Practice adopted by the New York State Association of Professional Land Surveyors, and that I found no visible encroachments either way across property lines except as shown hereon.

SIGNED: EDWARD RIPIC, JR. DATE: 11/7/2022



Survey for
104 RUTLEDGE ST. #1 LLC
LOCATED AT 134-140 WASHINGTON AVENUE
VILLAGE of ENDICOTT
BROOME COUNTY NEW YORK
DATE: 11/7/2022 SCALE: 1"=12'
JOB NO: 2022-356
© COPYRIGHT 2022

Portion of Tax Map 157.10





Property Description Report For: 140 Washington Ave, Municipality of Village of Endicott

No Photo Available

Status:	Active	Property Desc:	0020k600090000000000
Roll Section:	Taxable	Deed Page:	536
Swis:	034601	Grid North:	765890
Tax Map ID #:	157.10-2-48		
Property Class:	482 - Det row bldg		
Site:	COM 1		
In Ag. District:	No		
Site Property Class:	482 - Det row bldg		
Zoning Code:	CBD		
Neighborhood Code:	14413		
School District:	Union-Endicott		
Total Assessment:	2025 - \$9,100 2024 - \$9,100		
Total Acreage/Size:	0.34		
Land Assessment:	2025 - \$2,200 2024 - \$2,200		
Full Market Value:	2025 - \$327,300 2024 - \$289,809		
Equalization Rate:	----		
Deed Book:	2709		
Grid East:	965380		

Owners

104 Rutledge St 41 LLC
72 Skillman St
Brooklyn NY 11205

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
11/30/2022	\$400,000	482 - Det row bldg	Land & Building	Capone Hilldale LLC	No	Yes	No	2709/536
11/24/2014	\$40,000	400 - Commercial	Land & Building	County of Broome	No	No	No	2450/251
6/16/2014	\$0	482 - Det row bldg	Land & Building	Hamlin (RPTS Director), David C	No	No	Yes	2435/123
12/5/2006	\$400,000	482 - Det row bldg	Land & Building	The Burt Co Inc	Yes	Yes	Yes	2172/251

Utilities

Sewer Type: Comm/public **Water Supply:** Comm/public
Utilities: Gas & elec

Inventory

Overall Eff Year Built: 0 **Overall Condition:** Normal
Overall Grade: Average **Overall Desirability:** 4

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	0	1	Finished	1980	Normal	Average	24192	2
100	100	0	0		1980	Normal	Average	2400	1

Site Uses

Use	Rentable Area (sqft)	Total Units
Row retail	38,688	0

Improvements

Structure	Size	Grade	Condition	Year
Canpy-com st	1,768.00 sq ft	Average	Normal	1980

Land Types

Type	Size
Primary	123 × 100

Special Districts for 2025

Description	Units	Percent	Type	Value
SL461-Union Lighting Dist	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
LB461-G F J Library Tax	0	0%		0

Special Districts for 2024

Description	Units	Percent	Type	Value
SL461-Union Lighting Dist	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
LB461-G F J Library Tax	0	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
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Taxes

Year	Description	Amount
2022	County	\$1,983.03
2021	County	\$1,963.22

*** Taxes reflect exemptions, but may not include recent changes in assessment.**



Image Mate Online

Navigation GIS Map Tax Maps | ORPS Links

Help Log In

Commercial

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Report

Comparables

Municipality of Village of Endicott

SWIS: 034601 Tax ID: 157.10-2-48

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	140 Washington Ave		
Property Class:	482 - Det row bldg	Site Property Class:	482 - Det row bldg
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zonning Code:	CBD -	Bldg. Style:	Not Applicable
Neighborhood:	14413 -	School District:	Union-Endicott
Property Description:	0020k600090000000000		
Total Acreage/Size:	0.34	Equalization Rate:	----
Land Assessment:	2025 - \$2,200	Total Assessment:	2025 - \$9,100
	2024 - \$2,200		2024 - \$9,100
	2025 -		

Photographs

No Photo Available

Maps

View Tax Map

Pin Property on GIS Map

Full Market Value:	\$327,300 2024 - \$289,809		
Deed Book:	2709	Deed Page:	536
Grid East:	965380	Grid North:	765890

Special Districts for 2025

Description	Units	Percent	Type	Value
SL461-Union Lighting Dist	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
LB461-G F J Library Tax	0	0%		0

Special Districts for 2024

Description	Units	Percent	Type	Value
SL461-Union Lighting Dist	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
LB461-G F J Library Tax	0	0%		0

Land Types

Type	Size
Primary	123 x 100

Town Of Union

Broome County Real Property (607) 778-2169
Mail pyts to: PO Box 2087, Dept UN, Binghamton NY 13902
Checks payable to: BC Director of OMB

Property Info

Property Address: 140 Washington Ave	Account #: 46000244280	SWIS Code: 034601
Owner: 104 Rutledge St 41 LLC 72 Skillman St Brooklyn, NY 11205	Bill #: 628456	School Code: 034601
Original Tax: \$2,126.56	Tax Map #: 157.10-2-48	School District:

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Tax Paid	Total Paid	Paid By
02/02/2026	Payment	(\$2,126.56)	(\$2,126.56)	104 Rutledge St 41 LLC

Total Due: \$0.00

Property Details

Land Assessment: \$2,200.00	Front: 123.00	Book #: 2709
Total Assessment: \$9,100.00	Depth: 100.00	Page #: 536
Tax Before Star: \$2,126.56	Acreage: 0.34	Roll Section: 1
Star Savings: \$0.00	Bank: 0000000	Class: 482

Exemptions:
There are currently no exemptions applied to this property.

Levy Details

Levy Description	Tax Value	Tax Rate	Tax Amount
Union Library Dist	\$9,100.00	19.34217400	\$176.01
Town General In&Out	\$9,100.00	27.02148400	\$245.90
Union Ambulance Dist	\$9,100.00	4.27814600	\$38.93
County Services	\$9,100.00	183.04562500	\$1,665.72

Total Tax: \$2,126.56

Town Of Union

Broome County Real Property (607) 778-2169
Mail pyts to: PO Box 2087, Dept UN, Binghamton NY 13902
Checks payable to: BC Director of OMB

Property Info

Property Address: 140 Washington Ave	Account #: 46000244280	SWIS Code: 034601
Owner: 104 Rutledge St 41 LLC 72 Skillman St Brooklyn, NY 11205	Bill #: 600002	School Code: 034601
Original Tax: \$9,270.17	Tax Map #: 157.10-2-48	School District:

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Tax Paid	Total Paid	Paid By
01/15/2025	Payment	(\$9,270.17)	(\$9,270.17)	104 Rutledge St 41 LLC

Total Due: \$0.00

Property Details

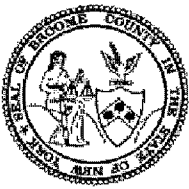
Land Assessment: \$2,200.00	Front: 123.00	Book #: 2709
Total Assessment: \$9,100.00	Depth: 100.00	Page #: 536
Tax Before Star: \$9,270.17	Acreage: 0.34	Roll Section: 1
Star Savings: \$0.00	Bank: 0000000	Class: 482

Exemptions:
There are currently no exemptions applied to this property.

Levy Details

Levy Description	Tax Value	Tax Rate	Tax Amount
Union Library Dist	\$9,100.00	16.28857100	\$148.23
School Re-levy	\$0.00	1.00000000	\$7,242.21
County Services	\$9,100.00	175.45803600	\$1,596.67
Town General In&Out	\$9,100.00	28.23225200	\$256.91
Union Ambulance Dist	\$9,100.00	2.87345300	\$26.15

Total Tax: \$9,270.17



BROOME COUNTY – STATE OF NEW YORK
JOSEPH A. MIHALKO, COUNTY CLERK
 60 HAWLEY STREET, P.O. BOX 2062
 BINGHAMTON, NY 13902

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: D2709 / 536
 INSTRUMENT #: 202200031667

Receipt#: 20221146870
 Clerk: GG
 Rec Date: 12/02/2022 03:38:06 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 4
 Rec'd Frm: COUGHLIN & GERHART, L.L.P

Party1: CAPONE HILLDALE LLC
 Party2: 104 RUTLEDGE ST #1 LLC
 Town: TOWN OF UNION

TRANZON AUCTION PROPERTIES' DISCLAIMER:
 This is the Seller's recorded deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	10.00
Notice of Transfer of Sal	0.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 320.00

Transfer Tax	
Transfer Tax - State	1600.00
Transfer Tax - County	400.00

Sub Total: 2000.00

Total: 2320.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: TT001972
 Transfer Tax
 Consideration: 400000.00

Transfer Tax - State	1600.00
Transfer Tax - County	400.00

Total: 2000.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

WARNING***

This sheet constitutes the clerks endorsement, required by Section 316-A (5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH.

Joseph A. Mihalko
 Broome County Clerk

Warranty Deed

This Indenture made the 23rd day of November, 2022

Between

Capone Hilldale, LLC a New York Limited Liability Company with offices located at 709 Chenango Street, Binghamton, New York 13901

Party of the first part,

And

104 Rutledge St. #1 LLC a New York Limited Liability Company with offices located at 72 Skillman Street, Brooklyn, New York . 11205

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, as more particularly described on schedule A attached here to and made a part hereof.

Parcel I:

BEING the same premises conveyed to Capone Hilldale, LLC by Quitclaim Deed from the County of Broome, dated the 24th day of November, 2014 and recorded in the Broome County Clerk's Office on the 15th day of December in Book of Deeds 2450 at page 251.

AND:

Parcel II:

BEING the same premises conveyed to Capone Hilldale, LLC by bargain and sale deed from Michael John Fata, dated the 11th day of December 2014, and recorded in the Broome County Clerk's Office on the 15th day of December 2014, in Book of Deeds 2450, at 136,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

First, that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

Second, that the party of the second part shall quietly enjoy the said premises;

Third, that the said premises are free from encumbrances, except as aforesaid;

Fourth, that the party of the first part will forever **Warrant** the title to said premises.


Fifth, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of the indenture so requires.

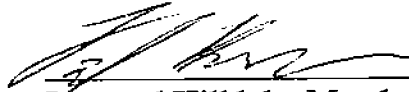
In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CAPONE HILLDALE, LLC



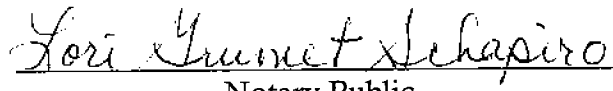
Sondra Hilldale, Member



Leonard Hilldale, Member

STATE OF NEW YORK)
SS:
COUNTY OF BROOME)

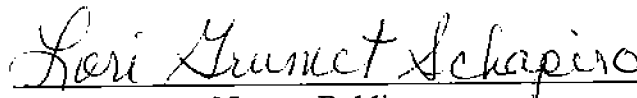
On this 23rd day of November, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sondra Hilldale** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public
LORI GRUMET SCHAPIRO
Notary Public, State of New York
Reg #02SC4855706
Qualified in Broome County
My Commission Expires 3-10-2026

STATE OF NEW YORK)
SS:
COUNTY OF BROOME)

On this 23rd day of November, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Leonard Hilldale** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public
LORI GRUMET SCHAPIRO
Notary Public, State of New York
Reg #02SC4855706
Qualified in Broome County
My Commission Expires 3-10-2026

RECORD AND RETURN TO:

GRANTEE

“Schedule A”

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Union, County of Broome and State of New York described as follows:

Parcel I:

All that tract or parcel of land situated in the Village of Endicott, Town of Union County of Broome, and State of New York, bounded and described as follows:

Said parcel is designated on the Broome County Tax Map as Tax Map No: 157.10-2-48, also known as 140 Washington Ave.

Parcel II:

All that tract or parcel of land situated in the Village of Endicott, Town of Union, County of Broome, and State of New York, bounded and described as follows:

Said parcel is designated on the Broome County Tax Map as Tax Map No.: 157.10-2-49, also known as 134 Washington Avenue.

Being the same premises conveyed to the Grantor by Quit Claim Deed from The County of Broome; said Deed being recorded in the Broome County Clerk's Office on August 2, 2013 in Book 2408 of Deeds at page 447.

Parcel I and Parcel II were combined under a single tax map number 157.10-2-48, and are now known as 140 Washington Avenue, Village of Endicott, County of Broome and State of New York and is more recently described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Endicott, County of Broome and State of New York bounded and described as follows:

BEGINNING at a PK nail set at the intersection of the north line of Broad Street and the west line of Washington Avenue;

THENCE N 84°48'58" W along the north line of Broad Street for a distance of 100.00 feet to a ¾" rebar set with cap;

THENCE N 05°11'02" E for a distance of 150.14 feet to a point;

THENCE S 84°48'58" E for a distance of 100.00 feet to a PK nail set on the west line of Washington Avenue;

THENCE S 05°11'02" W for a distance of 150.14 feet to the Point of Beginning;

CONTAINING 0.345 Acres as shown on a survey map prepared by Williams and Edsall Land Surveyors titled Survey for 104 Rutledge St. #1 LLC dated November 7, 2022.

ZONING

For your convenience, a portion of the zoning is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning information.

Additional zoning/land use information is available on the Village of Endicott's website at <https://ecode360.com/26797926>.

Interested parties should confirm this is the most current zoning/land use information.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.



Chapter 300. Zoning

Part 1. Introductory Provisions

Article 12. Zoning Map

§ 300-12.1. Establishment.

The location and boundaries of the zoning districts established by this Zoning Ordinance are shown on a zoning map maintained by the Planning Director and the Town and Village Boards. The Planning Director will be responsible for keeping the Zoning Map up-to-date. The Official Zoning Map, together with all notations, references, data and other information shown on the Map, is adopted and incorporated into this Zoning Ordinance.^[1] It is as much a part of this Zoning Ordinance as if actually depicted within its pages.

[1] *Editor's Note: The Zoning Map is on file in the Village offices.*

§ 300-12.2. Maintenance and updates.

The Planning Director is responsible for directing revisions to the Official Zoning Map to reflect its amendment as soon as possible after the effective date of Zoning Map amendments (rezonings). No unauthorized person may alter or modify the Official Zoning Map. The Planning Director may authorize printed copies of the Official Zoning Map to be produced, and must maintain digital or printed copies of superseded versions of the Official Zoning Map for historical reference.

§ 300-12.3. District boundaries.

When the ordinance establishing a zoning boundary identifies the boundary as following a particular feature, or reflects a clear intent that the boundary follows the feature, the boundary will be construed as following that feature as it actually exists. The Official Zoning Map must note any such relationship between a zoning boundary and other mapped feature on the Zoning Map when entering the zoning boundary.

§ 300-12.4. Interpretations of district boundaries.

Where any uncertainty exists about a zoning boundary, the actual location of the boundary will be determined by the Zoning Board of Appeals using the following rules of interpretation:

- A. A boundary shown on the Zoning Map as approximately following a river, stream, lake or other watercourse will be construed as following the actual center line of the watercourse. If, subsequent to the establishment of the boundary, the center line of the watercourse should move as a result of natural processes (flooding, erosion, sedimentation, etc.), the boundary will be construed as moving with the center line of the watercourse.
- B. A boundary shown on the Zoning Map as approximately following a ridgeline or topographic contour line will be construed as following the actual ridgeline or contour line. If, subsequent to the establishment of the boundary, the ridgeline or contour line should move as a result of natural processes (erosion, slippage, subsidence, etc.), the boundary will be construed as moving with the ridgeline or contour line.
- C. A boundary shown on the Zoning Map as approximately following a lot line or parcel boundary will be construed as following the lot line or parcel boundary as it actually existed at the time the zoning boundary was established.
- D. A boundary shown on the Zoning Map as approximately following a street or railroad line will be construed as following the center line of the street or railroad right-of-way.
- E. A boundary shown on the Zoning Map as approximately following the boundary of an adjacent municipality will be construed as following that boundary.
- F. A boundary shown on the Zoning Map as approximately parallel to, or as an apparent extension of, a feature described above will be construed as being actually parallel to, or an extension of, the feature.

Part 2. Base Zoning Districts

Article 21. Commercial Districts

§ 300-21.1. Establishment.

- A. The commercial districts are listed below. When this Zoning Ordinance refers to commercial, central business, office, or C zoning districts, it is referring to one of the following:

Table 21-1
Commercial Districts

District Name	Map Symbol
Neighborhood Commercial	NC
Central Business	CB
General Commercial	GC
Commercial Office	CO

- B. The district names and map symbols are intended to provide a general indication of what is allowed in the district by denoting the commercial or office orientation of the district.

§ 300-21.2. District purposes.

- A. **Neighborhood Commercial.** The purpose of the Neighborhood Commercial District is to encourage smaller-scaled commercial development, compatible with the scale and intensity of adjacent residential and noncommercial sites, and to support the goals and objectives contained in the Unified Comprehensive Plan. This district allows for commercial operations along collector and arterial type streets offering convenience shopping and services for adjacent residential areas.
- B. **Central Business.** The purpose of the Central Business District is to foster a concentration of small-scale, mixed use activity and to support the goals and objectives contained in the Unified Comprehensive Plan. The CB District is established to maintain and enhance the traditional mix of retail, office, civic and residential uses within the core of the Villages. Development in this district should reinforce compact, pedestrian-oriented development and preservation of traditional historic character.
- C. **General Commercial.** The purpose of the General Commercial District is to encourage commercial development and to support the goals and objectives contained in the Unified Comprehensive Plan. The GC District is established to provide areas for intensive commercial activities that primarily depend upon a large volume of vehicular traffic and serve the daily shopping needs of the community-at-large and surrounding areas. This district encourages the application of site design and buffering techniques to mitigate the impacts of commercial operations and traffic on adjacent uses and the traveling public.
- D. **Commercial Office.** The purpose of the Commercial Office District is to accommodate office and nonretail activity in a manner that protects and enhances existing residential neighborhoods. The CO District permits a mix of residential and office type uses along primary and secondary thoroughfares that may not be suitable for single-family living due to increasing traffic volumes. These volumes create an environment suitable for certain multifamily and office uses that can exist in close proximity to neighborhoods without adversely affecting the residential environment.

§ 300-21.3. Uses.

Uses are allowed in commercial and office zoning districts in accordance with Table 21-2.

- A. Uses identified with a "P" in Table 21-2 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this Zoning Ordinance.
- B. Uses identified with a "SP" in Table 21-2 may be allowed if reviewed and approved in accordance with the special permit procedures contained in Article 66.
- C. Uses not listed and those identified with a "-" are expressly prohibited.
[Amended 10-10-2017 by L.L. No. 2-2017; 2-17-2020 by L.L. No. 15-2020; 8-15-2022 by L.L. No. 9-2022; 2-6-2023 by L.L. No. 1-2023]

Table 21-2		
Permitted and Specially Permitted Uses		
P	=	Permitted
SP	=	Specially permitted
—	=	Prohibited

Land Use	Zoning District			
	CB	NC	GC	CO
Commercial				
Professional, medical or dental office	P	P	P	P
Dance, art, or music studio	P	P	P	—
Bank or financial institution	P	P	P	P
Retail or personal service store or shop, excluding grocery, convenience, tobacco or vape stores	P	P	P	—
Shopping center	SP	—	P	—
Veterinary clinic	P	SP	P	SP
Kennel	—	—	SP	—
Mortuary or funeral home	SP	SP	SP	SP
Laundromat or dry cleaning outlet	P	—	P	—
Dry cleaning facility	—	—	SP	—
Drinking establishment or tavern	P	SP	P	—
Fast-food restaurant	P	—	P	—
Sit-down restaurant	P	SP	P	—
Take-out restaurant	P	SP	P	—
Dance hall, theater, private club	P	SP	P	—

Bowling alley	P	—	P	—
Indoor recreation facility	SP	—	P	—
Outdoor recreation facility	—	SP	SP	—
Adult uses	—	—	SP	—
Lodging	P	P	P	—
Conference/meeting center	SP	—	P	—
Gasoline station	—	SP	SP	—
Car wash	—	—	SP	—
Auto sales or rental	—	—	SP	—
Auto repair establishment	—	—	SP	—
Motor vehicle parking lot	P	SP	P	SP
Outdoor sales or display	SP	—	P	—
Stand alone drive through establishments	—	—	P	—
Drive-through in conjunction with a permitted use	SP	SP	P	SP
Mix of permitted uses	P	SP	P	SP
Accessory uses	P	P	P	P
Grocery, convenience, tobacco or vape stores	SP	SP	SP	—
Wholesale business	—	—	SP	—
Cannabis retail sales establishment	—	—	SP	—
Cannabis on-site consumption establishment	—	—	SP	—
Institutional				
Educational institution	SP	SP	P	SP
Nursery school	P	P	P	P
Church or religious institution	P	P	P	P
Hospital or health care facility	SP	SP	SP	SP
Public utility	P	P	P	P
Public or municipal use	P	P	P	P
Telecommunications facilities	SP	SP	SP	SP
Day care (adult or youth)	—	P	P	—
Residential				
Single-family dwelling	—	P	P	P
Two-family dwelling	—	P	P	P

Apartment over commercial	P	P	P	—
Multifamily dwelling	P	P	P	P
Boarding- or rooming house	—	—	—	—
Group care facility	—	—	SP	—

§ 300-21.4. Lot, area, and setback requirements.

The following lot, area, and setback requirements shall apply to the commercial districts within the Town and Villages.

**Table 21-3
Commercial Lot, Area, and Setback Requirements**

Land Use	District			
	CB	NC	GC	CO
Minimum lot size (with public water and sewer)				
Residential uses (square feet)	SPR ⁽⁴⁾	7,000	15,000	10,000
Nonresidential uses (square feet)	SPR ⁽⁴⁾	7,000	15,000	20,000
Minimum lot size (no public water and sewer)				
Residential uses (square feet)	NA	40,000	40,000	40,000
Nonresidential uses (square feet)	NA	40,000	40,000	40,000
Minimum lot width (with public water and sewer)				
Residential uses (feet)	NA	40	40	40
Nonresidential uses (feet)	SPR ⁽⁴⁾	50	80	80
Minimum lot width (no public water and sewer)				
Residential uses (feet)	NA	100	100	100
Nonresidential uses (feet)	NA	100	100	100
Minimum front setback				
Residential uses (feet)	0	20 ⁽¹⁾	30	20
Nonresidential uses (feet)	0	20 ⁽¹⁾	30	20
Maximum front setback				
Residential uses (feet)	5	NA	NA	NA
Nonresidential uses (feet)	5	NA	NA	NA
Minimum side setback				
Residential uses (principal use or structure) ⁽²⁾ (feet)	SPR ⁽⁴⁾	5/15	20/30	5/15
Residential uses (accessory use or struc-	SPR ⁽⁴⁾	10	10	15

ture) (feet)				
Nonresidential uses (principal use or structure) ⁽³⁾ (feet)	SPR ⁽⁴⁾	5/15	20/30	5/15
Nonresidential uses (accessory use or structure) (feet)	SPR ⁽⁴⁾	10	10	10
Minimum rear setback				
Residential uses (principal use or structure) ⁽²⁾ (feet)	SPR ⁽⁴⁾	20	20/40	20
Residential uses (accessory use or structure) (feet)	SPR ⁽⁴⁾	10	10	15
Nonresidential uses (principal use or structure) ⁽³⁾ (feet)	SPR ⁽⁴⁾	20	20/40	20
Nonresidential uses (accessory use or structure) (feet)	SPR ⁽⁴⁾	10	10	15

NOTES:

- (1) Or average of front setbacks on the two adjacent lots, whichever is less.
- (2) The first number represents the required setback if the lot is located adjacent to a commercially zoned property or use. The second number is the required setback if the lot is adjacent to a residential property.
- (3) The first number represents the required setback if the lot is located adjacent to a commercially zoned property or use. The second number is the required setback if the lot is adjacent to a residential property.
- (4) SPR indicates that these requirements will be determined through the site plan review process.

§ 300-21.5. Bulk requirements.

The following bulk requirements shall apply to the commercial districts within the Town and Villages.

**Table 21-4
Commercial Bulk Requirements**

Land Use	District			
	CB	NC	GC	CO
Maximum building height				
Residential uses (principal use or structure) (feet)	65	30	50	35
Residential uses (accessory use or structure) (feet)	15	15	20	15
Nonresidential uses (principal use or	40	30	50	35

structure) (feet)				
Nonresidential uses (accessory use or structure) (feet)	18	18	20	18
Maximum building coverage				
Residential uses	90%	50%	40%	50%
Nonresidential uses	90%	50%	40%	50%
Maximum building footprint				
Residential uses (principal use or structure)	NA	NA	NA	NA
Residential uses (accessory use or structure)	NA	NA	NA	NA
Nonresidential uses (principal use or structure) (square feet)	NA	8,000	NA	NA
Nonresidential uses (accessory use or structure) (square feet)	NA	1,000	NA	NA

§ 300-21.6. Additional requirements.

The applicable specific use requirements (Part 4) and development standards (Part 5) in this chapter shall apply to all uses in the CB, NC, GC, and CO Districts.

Part 6. Review and Approval Procedures

Article 62. Zoning Map Amendments

§ 300-62.1. Authority to file.

Amendments to the Zoning Map (rezonings) may be initiated only by the governing body or by a petition requesting such change, presented to the governing body, duly signed by the owners of at least 50% of the frontage of the parcels included within the area proposed to be rezoned. Rezoning petitions may be filed by the owner or by the owners' authorized agent.

§ 300-62.2. Application filing.

Complete applications for Zoning Map amendments must be filed with the Village or Town Clerk for consideration by the Village or Town Board. If the Town or Village Board decides to entertain the petition, it shall be referred to the respective Planning Board pursuant to § 300-62.4. If the governing board decides to not to entertain the petition it shall be deemed

denied 60 days after filing.

§ 300-62.3. Notice of hearing.

Notice of required public hearings on Zoning Map amendments must be provided as required by the governing body and by state law. (See § **300-60.3C** for additional information on public hearing notices.)

§ 300-62.4. Planning Board review and report.

The Planning Board must review all proposed Zoning Map amendments and prepare a report that evaluates the proposed amendment in light of adopted plans, the relevant provisions of this Zoning Ordinance and the review criteria of § **300-62.8**.

§ 300-62.5. Referrals.

- A. Whenever required under §§ 239-l and 239-m of the General Municipal Law, Zoning Ordinance Map amendments must be forwarded to the County Planning Department for review prior to final action by the governing body.
- B. If any proposed amendment consists of a change in the district classification applying to real property within 500 feet of a municipal boundary, the Town Clerk shall refer the proposed amendment to the chief elected official of the affected municipality prior to final action.

§ 300-62.6. State Environmental Quality Review.

For Zoning Map amendment applications subject to SEQR requirements, all required environmental reviews must be completed before a public hearing is held and final action is taken on the amendment.

§ 300-62.7. Hearing and final action by governing body.

- A. After receiving the report of the Planning Board, the governing body must convene a public hearing on the proposed Map amendment.
- B. Following the close of the public hearing, the governing body may act to approve the proposed Zoning Map amendment, approve the proposed Zoning Map amendment with modifications or deny the proposed Zoning Map amendment. The governing body may also return the application to the Planning Board for further consideration, together with a written explanation of the reasons for doing so.

- C. The governing body may act by a simple majority vote, except when a valid protest petition has been submitted in accordance with § 300-62.9, approval or approval with modifications requires a majority plus one vote of the governing body members.
- D. The municipal Clerk shall notify, by mail, the petitioner of the action taken by the governing body.
- E. If the governing body approves the amendment, supplement, change or modification to district boundaries or classifications, the Zoning Map shall be amended after publication as required by local law.
- F. The governing body may, in order to protect the public health, safety, welfare and environmental quality of the community, attach to its resolution approving the petition, additional conditions deemed necessary to achieve the review criteria.

§ 300-62.8. Review criteria.

In reviewing and making decisions on Zoning Map amendments, the Planning Board and governing body must consider at least the following criteria:

- A. Whether the proposed Zoning Map amendment corrects an error or inconsistency in the Zoning Ordinance or meets the challenge of a changing condition;
- B. Whether the proposed rezoning is in substantial conformance with adopted plans and policies affecting the area proposed to be rezoned;
- C. Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested rezoning;
- D. Whether the rezoning will substantially harm the public health, safety or general welfare or the value of nearby properties;
- E. Whether the rezoning is compatible with the zoning and use of nearby property;
- F. The suitability of the subject property for the uses and development to which it has been restricted under the existing zoning regulations; and
- G. The gain, if any, to the public health, safety and general welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

§ 300-62.9. Protest petitions.

- A. A formal protest petition opposing a Zoning Map amendment must be submitted to the governing body or on the public record before the governing body's vote, allowing sufficient time for the municipality to determine the validity of the petition.
- B. A protest petition will be considered "valid" if it is signed by:

- (1) The owners of 20% or more of the area of land included in such proposed change;
or
 - (2) The owners of 20% or more of the area of land immediately adjacent to that land included in such proposed amendment, extending 100 feet therefrom; or
 - (3) The owners of 20% or more of the area of land directly opposite thereto, extending 100 feet from the street frontage of such opposite land.
- C. When a valid protest petition has been submitted, approval of a Zoning Map amendment requires a majority plus one vote of those governing body members.

ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- Carefully read and accept the auction's Terms and Conditions.
- You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

SALE/LEGAL DOCS



Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as “we” or “our” or “Auctioneer” in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer’s employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as “you” or “your” or “Bidder(s)” in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the “Additional Terms and Conditions”) for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

Agent for Seller: The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an “as-is, where-is” basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer’s and the Seller’s actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice or your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer’s website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

Registration and Verification: In order to bid at this auction, you will be required to register at the Tranzon website, www.tranzon.com (the “Tranzon website”). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer’s sole discretion based on the Auctioneer’s past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Time: This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the “Starting Date and Time” and tentatively end on the “Scheduled Ending Date and Time” that are listed on the property page of Tranzon’s website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

Bidder Responsibility: Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder’s approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Bid Increments: Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (often called a “Max Bid”) and to direct that our website bid on such bidder’s behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

Technical Problems: We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

Terms Specific to This Auction or Property: As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

Bidding Authorization: A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

Purchase Contract: If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

Buyer's Premium: A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars (\$10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

Additional Online Terms and Conditions – Village of Endicott, New York

- **Sale is for Real Estate Only:** No personal property is being conveyed unless stated otherwise in the Purchase and Sale Agreement.
- **Property Information Package:** Prior to bidding, interested parties should download and review the Property Information Package (PIP) available at www.tranzon.com/AP26041. In addition to property information, the PIP includes Online Auction FAQs.
- **Subject to Sale Prior to Auction:** Property may be sold prior to conclusion of online bidding.
- **Auction Type:** Seller has the right to reject or accept high bid. High Bidder will be notified if high bid has been accepted or rejected.
- **Bidding Authorization Credit Card Hold:** \$5,000.00 credit card hold at the time of registering to bid online.
- **Proof of Funds:** At Seller's sole discretion, Seller has the right to request proof of funds from any registered bidder and has the right to request Auctioneer to suspend or terminate bidding privileges.
- **High Bidder's Default – Non-Performance Fee:** As noted in the Terms and Conditions for Timed Online Auctions, failure of High Bidder to submit an executed Purchase & Sale Agreement and any required earnest money deposit will result in the defaulted High Bidder's registered credit card being charged a fee equal to up to \$10,000.00 for non-performance.
- **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.
- **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 2 minutes. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.
- **Buyer's Premium:** A ten percent (10%) Buyer's Premium will be added to the High Bid amount.
- **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase & Sale Agreement via a secure online document signing service. The High Bid offer will remain valid, irrevocable and available for the Seller's acceptance.
- **Earnest Money Deposit:** High Bidder will be required within twenty-four (24) hours following the close of the online auction bidding event, to submit to Tranzon Auction Properties by wire transfer, bank check, cashier's check or certified check in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable (unless High Bid rejected) Deposit equaling ten percent (10%) of the Purchase Price (High Bid Amount + 10% Buyer's Premium = Purchase Price).
- **Closing:** Must be on or before the date indicated in the Purchase and Sale Agreement.
- **Agents Welcome:** Agent participation is being offered. Please visit our website at www.tranzon.com/AP26041 or call us for details.

**PURCHASE AND SALE AGREEMENT
REAL ESTATE**

This is a legally binding agreement, if you have any questions concerning this agreement you should consult an attorney before signing it.

This Purchase and Sale Agreement (hereinafter called "**Agreement**") is made this _____ day of _____, 2026 by and between **104 Rutledge St. #1 LLC** with an address of 72 Skillman Street, Brooklyn, NY, 11205 (hereinafter called "**Seller**")

and _____ with an address of _____
(hereinafter called "**Buyer**"), who agree as follows:

WHEREAS, by making a bid/offer for the Property, the Buyer is deemed to have acknowledged and read this Agreement and all other disclosures and information about the Property and has agreed that the Buyer understood those documents and agreed to be bound by them; and

WHEREAS, the Buyer was the high bidder at the conclusion of the auction (if applicable) for the Property; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged, the Seller and Buyer agree as follows:

1. Description of Property to be Conveyed. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate and any improvements thereto located at **140 Washington Avenue, Village of Endicott, Town of Union, Broome County, New York** (the "**Property**") which Property is identified by the municipality as **Tax Map ID 157.10-2-48**. Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

This sale is for Real Estate only. Any personal property currently in the Property may or may not, at Seller's sole discretion, be removed by the Seller prior to closing.

2. Purchase Price.

Purchase Price calculated as:

High Bid:	\$ _____
10% Buyer's Premium: (+)	\$ _____
Purchase Price: (=)	\$ _____
10% Deposit*	\$ _____

*Within Twenty-Four (24) hours following the close of the online auction bidding,Tranzon Auction Properties (the "Auction Firm") must receive from Buyer by wire transfer, bank check, cashier's check or certified check in United States funds payable to "Tranzon Auction Properties

Escrow Account”, a Deposit equaling Ten Percent (10%) of the Purchase Price. The Deposit is non-refundable other than as outlined in Agreement below or if High Bid not accepted by the Seller then Seller will cause Auction Firm to return Deposit to Buyer. If an attorney or title company is required to hold the Deposit, Auction Firm will transfer Deposit to appropriate escrow agent.

Buyer is required to pay the balance of the Purchase Price at the time of closing in immediately available United States funds as provided herein.

3. Irrevocable Offer. The offer set forth in this Agreement will remain valid, irrevocable and available for the Seller’s acceptance. No obligation to sell the Property or any portion thereof shall be created or binding on Seller unless and until the Agreement is signed by the Seller and delivered by Seller or Auction Firm to Buyer.

4. Closing. Buyer is required to pay the balance due on the Purchase Price at the time of closing in immediately available United States funds. Closing shall occur **no more than 30 days** following the Effective Date of this Agreement (the “Closing Date”). Seller and Buyer mutually agree that time is of the essence with respect to the Closing Date. The Closing Date shall be extended for any period of time necessary for Seller to cure title defects as more fully described below. As to the Buyer, there will be no exceptions to the Closing Date.

5. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Warranty Deed with Covenants for Property.

6. Title. Seller will convey title to the Property in accordance with the Standards of Title adopted by the New York Bar Association, and free and clear of all encumbrances, except but not limited to the following (“Permitted Title Matters”): Federal, State and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws; building and/or zoning restrictions of record; restrictive covenants and conditions of record; municipal code violations; usual public utilities associated with servicing of the Property, usual easements/rights-of-way of any description or source; rights public and private, in all roads, streets and easements which may be included within the lines of the Property; rights of adjoining land owners; improvements, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground; such state of facts as an accurate survey and physical inspection of the Property would reveal, and rights of tenants, if any.

The Buyer acknowledges that if there is/are existing mortgage(s) on the Property those mortgages shall be paid on or before the Closing Date (with or without use of sale proceeds) by the Seller and such mortgage(s) shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged at or following the closing in accordance with customary conveyancing practices.

7. Title Examination. Buyer may examine title to the Property for the ten (10) day period immediately following the Effective Date of this Agreement and may, within that ten (10) day period, notify Seller in writing (the “Title Defect Notice”) of any defects in title (other than Permitted Title Matters) which may render the title to the Property uninsurable under the Standards of Title adopted by the New York Bar Association. The Title Defect Notice shall state with specificity the title defect and the requested remedy and include any recorded documents causing the defect. After receipt of the Title Defect Notice, Seller may, at its sole option, either: (i) terminate this Agreement; (ii) or proceed to attempt to cure the title defects referenced in the Title Defect Notice. Seller shall have forty-five (45) days, from Title Defect Notice, to cure any defects of title which may render the title uninsurable under the Standards of Title adopted by the New York Bar Association so brought to its attention in the Title Defect Notice. The Closing Date shall be automatically extended in the event Seller elects to attempt to cure such defects. In the event Seller fails to remedy the defects referenced in the Title Defect Notice within such time frame, Buyer’s exclusive

and sole remedy, whether in law or equity, is the right to rescind the Agreement and have the Deposit and any Additional Deposit refunded. If Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured defects referenced in the Title Defect Notice or lapsing of the 45 day cure period, Buyer will be deemed to have waived such defects in title and to have agreed to accept title subject to the alleged defect.

8. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination, title insurance coverage; any inspection and property reports obtained by Buyer; Buyer's share of pro-rated real estate taxes; Buyer's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Buyer's customary share of applicable transfer tax; and representation by legal counsel.

Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Seller's customary share of applicable transfer tax; Seller's document preparation and processing fees; and representation by legal counsel.

9. Risk of Loss/Condemnation. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled, to the same extent that Seller would have been so entitled, to proceeds of condemnation when paid. In the event that a material portion of the Property is damaged or destroyed by fire or other casualty prior to Closing, then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds received by Seller, if any, to the same extent that Seller would have been so entitled. Seller is not required to carry property insurance.

10. Possession. Buyer shall only be entitled to possession of the Property at Closing.

11. No Warranties; Risk of Defects. No warranties express or implied are made concerning the condition of Property. All such warranties are disclaimed with respect to any improvement located on the Property, including improvements located underground and the location and/or boundaries of the Property. The Buyer shall assume risk for any defects. Buyer of the Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of the Property and the assumption of all risks relating to disclosed and undisclosed defects. Without limiting the generality of the foregoing, no representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any relating to zoning, environmental law, dangerous chemicals or hazardous waste. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Effective Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition, if access available, thereof. Buyer agrees that neither Seller nor Auction Firm, or any of their agents, representatives, or employees are giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance. Buyer further acknowledges and agrees they have in no way relied on representations made by Seller, Auction Firm, or any of their agents, representatives, or employees.

12. No Contingencies. The Buyer's commitment under this Agreement is NOT contingent upon securing financing or upon any other conditions including due diligence unless otherwise

specifically stated in this Agreement; the Deposit and any Additional Deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform.

13. Buyer Default/Termination. If Buyer shall either default in the making of any payment required herein, including payment of the Deposit in accordance with the terms of Section 2 hereof or payment of any Additional Deposit, or shall fail to comply with any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, Seller shall, in addition to any other right or rights available as a matter of law or equity, retain the Deposit and any Additional Deposit made or required to be made as liquidated damages; declare Buyer's rights under this Agreement terminated and at an end; and Seller may resell the Property or re-advertise the Property for sale, at Seller's option. Seller shall be entitled to recover from Buyer all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Buyer of any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions.

14. Seller Default. If the sale of the Property is not closed due to any act or inaction by the Seller, including the inability of the Seller to convey title, the Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller. Buyer's sole and exclusive remedy shall only be a refund of the Deposit and any Additional Deposit paid by Buyer. Upon return of the Deposit and any Additional Deposit, this Agreement shall terminate and neither party shall have any rights or obligations hereunder.

15. Limitation of Buyer's Damages. Buyer agrees that in any dispute or action arising out of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, specific performance, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

16. Number/Gender/Joint and Several Obligations. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

17. Entire Agreement; Amendment; Non-Waiver. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, shall not be altered or amended except by written amendment signed by Seller and Buyer, and Buyer hereby acknowledges the Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions have been carefully read and are fully understood. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Buyer re-confirms and expressly acknowledges the language contained in the No Warranties; Risk of Defects paragraph of this Agreement.

18. Assignment/Recording. This Agreement shall inure to the benefit of and be binding upon

the parties hereto and their respective successors and assigns. Buyer may not assign its rights under this Agreement to any third party or record this Agreement without the written consent of the Seller, which consent Seller may withhold at its sole discretion. In the event of any assignment so consented to by Seller, such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to Seller at least seven (7) calendar days prior to the Closing Date. Recording this Agreement without Seller's prior written consent shall constitute an immediate default by Buyer, entitling Seller to retain all deposits paid and terminate this Agreement without further recourse between the parties.

19. Governing Law; Days; Interpretation. This Agreement and all proceedings relating thereto shall be governed by the laws of the State of New York, without reference to any conflict of law provisions thereof. Irrespective of the location of the property and the provisions of New York's laws governing venue, all litigation arising out of and relating to this Agreement between Seller and Buyer shall be in County where the Seller resides or maintains its principal place of business in New York State. If Seller does not maintain a business office in New York State, then all litigation shall be venued in New York State Supreme Court, Kings County. Buyer shall not be entitled to select the venue of an action based upon its residence. In no circumstances shall an action arising out of or relating to this Agreement be maintained outside of New York State.

Any time period or deadline provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof. The captions or section headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

20. Waiver of Jury Trial. Buyer, Seller and Auction Firm knowingly and voluntarily waive any and all rights to have any controversy or claim arising from or relating to this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions or breach thereof, resolved by a jury.

21. Mediation. Disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property shall be submitted to mediation in accordance with the New York Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

22. Fair Housing and Equal Opportunity. This Property is being sold without regard to race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity or expression, physical or mental disability, age, military status, marital status, familial status, or income status.

23. Effective Date. The Effective Date of the Agreement is agreed to be the date on which the Seller accepts and enters into this Agreement as indicated below.

24. Counterparts; Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing

on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement on the date next to Seller and Buyer name below.

SELLER:
104 Rutledge St. #1 LLC

By (signature):

Print Name:

Title:

Dated (the Effective Date):

BUYER:

By (signature):

Print Name:

Dated:

BUYER:

By (signature):

Print Name:

Dated:



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;
- 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
- 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
(518) 474-4429
www.dos.ny.gov

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

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 Michael Foster (print name of Real Estate Salesperson/
Broker) of Tranzon Auction Properties (print name of Real Estate company, firm or brokerage)

(I)(We) 104 Rutledge St. #1 LLC as Seller

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

Buyer/Tenant/Seller/Landlord Signature *[Signature]* Date: 3/31/26

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.

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Tranzon is one of the largest and most successful real estate and business asset auction companies in the country. We sell property in the shortest possible time, at the highest possible price.

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- 100 team members
- Certified Auctioneers Institute (CAI), Accredited Auctioneer of Real Estate (AARE), and Auction Marketing Management (AMM) designated auction professionals
- Leading-edge technology

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Tranzon's proprietary Market-Making System™ is a proven-effective methodology for the accelerated sale of real estate and other business assets. Our System offers sellers the benefits of our national reach and extensive experience, combined with local market knowledge, the most advanced online marketing techniques, and the benefit of our proprietary database of potential auction buyers.

The Tranzon Market-Making System™

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