

ATTACHMENT A TO THE LISTING AGREEMENT (Rev.8/1/18)

SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- Yes** **No** (A) **Title.** Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- Yes** **No** (B) **Agricultural District.** The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- Yes** **No** (C) **Utility Surcharge.** The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: _____ Amount: _____ Payable (i.e. monthly, yearly): _____
- Yes** **No** (D) **Water Well.** The Property has a private water well and/or other non-public water supply.
- Yes** **No** (E) **Public Water.** The Property is connected to a public water supply.
- Yes** **No** (F) **Septic System.** (1) The Property has a private septic system approved for _____ bedrooms.
(2) If yes, the dwelling(s) on the Property: (Answer all)
 Yes **No** (a) will have been continuously occupied prior to the inspection to obtain a Certificate/Approval as defined in Paragraph 12(B) for the private septic system ("Septic Inspection"); **or**
 Yes **No** (b) will have been vacant for less than 90 days immediately prior to the Septic inspection **and**
 Yes **No** (i) is serviced by metered water; or
 Yes **No** (ii) the County Health Dept. has a record of the current private septic system.
 Yes **No** (c) will have been vacant for more than 90 days immediately prior to the Septic Inspection.
- Yes** **No** (G) **Public Sewers.** The Property is connected to public sanitary sewers.
- Yes** **No** (H) **Heating Oil/Propane.** The Property is serviced by heating oil and/or propane.
- Yes** **No** (I) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive.
- Yes** **No** (J) **Oil/ Gas/Mineral Leases.** Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- Yes** **No** (K) **Flood Zone.** The Property is currently located in a special flood hazard zone.
Note: If Yes, flood insurance will likely be required by an institutional lender.
- Yes** **No** (L) **Radon.** The Property has been tested for radon.
- Yes** **No** (M) **Special Tax District.** The Property is located in a special tax district and/or Preservation District, namely: _____
- Yes** **No** (N) **Tax Exemption.** (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, Veteran's).
(2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- Yes** **No** (O) **Special Tax Assessments.** The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines) ("Special Tax Assessments").
- Yes** **No** (P) **Vehicular Access.** Vehicular access to the Property is currently by way of:
 Yes **No** (1) a contiguous municipal road right of way.
 Yes **No** (2) a contiguous, shared private road right of way of record.
- Yes** **No** (Q) **Shared Driveway.** The Property is serviced by a shared driveway.
- Yes** **No** (R) **Court Orders.** Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- Yes** **No** (S) **Bankruptcy.** Seller is currently in bankruptcy.
- Yes** **No** (T) **Foreclosure.** The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- Yes** **No** (U) **Sufficient Funds.** Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- Yes** **No** (V) **Code Violations.** Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- Yes** **No** (W) **FIRPTA Certification.** Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

LEAD-BASED PAINT – Seller represents that (select one):

- Pre-1978 Construction. The dwelling(s) on the Property was/were or may have been built prior to 1978. **(Complete Lead Based Paint Disclosure – Attachment B)**
- Post-1977 Construction. The dwelling(s) on the Property was/were built in 1978 or later.

The above information is to the best of the Owner's knowledge and we authorize the Broker to provide this information to any potential purchaser, tenants or exchange parties and other Brokers or their agents.

(Owner's Signature)

(Date)

(Owner's Signature)

(Date)

St. Mark Open Door Baptist

Attachment B - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE

IF PROPERTY WAS BUILT PRIOR TO 1978, THE SELLER AND HIS/HER AGENT MUST COMPLETE THIS DISCLOSURE AND DELIVER IT TO ALL PURCHASERS BEFORE SIGNING A CONTRACT.

(A) Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such a property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase.

(B) Presence of Lead-Based Paint and/or Lead-Based Paint Hazards. (Check either (1) or (2) below.)

(1) **Hazards Known.** Attached hereto is a statement signed by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

(2) **Hazards Unknown.** Seller has no actual knowledge of the presence of lead-based paint and/or lead-based hazards at the Property.

(C) Records and Reports Available to Seller. (Check either (1) or (2) below.)

(1) **Records Provided.** Below or attached if more space is required, is a list of all records and/or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards at the Property:

(2) **No Records.** Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

(D) Unless purchaser waives, or they mutually agree on a different period, in writing, the Seller shall provide the purchaser with a ten (10) day opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards. Seller shall provide the approved Federal pamphlet, “Protect Your Family from Lead in Your Home” to the Purchaser.

(E) Seller’s Authorization, Certification of Accuracy and Agent’s Acknowledgement:

The undersigned Seller is the owner of the Property. The Seller hereby authorizes the Agent to provide this disclosure to any potential purchaser or exchange parties and other Brokers or their agents. The Seller and the Agent have reviewed the above information and certify, to the best of their knowledge, that the information is true and accurate. In addition, by signing below, the Agent acknowledges that the Agent has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852d, and is aware of the Agent’s duty to ensure compliance.

Property Address: 1601 Cleveland Ave Niagara Falls NY 14305-2923 the “Property”

(Seller’s Signature) St. Mark Open Door Baptist

(Date) _____


(Seller’s Signature) Nicole Leistner

(Date) 12/03/23

(Agent’s Signature) Nicole Leistner

(Date) _____