## AUTHORIZATION TO MAKE APPLICATION FOR SUBDIVISION APPROVAL

The undersigned, Mary F. Sullivan, 1868 East Shore Drive, Ithaca, New York 14850, hereby authorizes and designates John F. Young, 106 East Shore Circle, Ithaca, New York 14850, as the undersigned's agent to make application to the Town of Lansing for subdivision approval to subdivide the property located at and known by the address of 1868 East Shore Drive, Town of Lansing Tax Parcel number 37.1-7-10.5 (the "Property").

By this grant of authority, the undersigned Mary Sullivan expressly authorizes John F. Young to execute, acknowledge and deliver such application materials, survey maps, documents and forms as may be necessary or appropriate in connection with obtaining approval for subdivision of the Property.

This authorization shall remain in effect for so long as it may take to obtain subdivision approval for the Property. By signing this authorization, the undersigned John F. Young accepts such appointment as agent of the undersigned Mary F. Sullivan for the purposes stated above.

Mary F. Sullivan

John F. Young

## **Purchase Agreement**

## 1. PARTIES

- (a) Seller: Mary F. Sullivan 1868 East Shore Drive, Ithaca, NY 14850
- (b) Buyer: John F. Young 106 East Shore Circle, Ithaca, NY 14850

## 2. **PROPERTY**

Buyer hereby offers to purchase two lots (see attached map) located in the eastern portion of Tax Map No. 37.1-7-10.5 owned by Mary F. (Steinhardt) Sullivan, further described as a northly portion of lands at Liber 658, Page 209, together with the premises at Liber 658, Page 557 and Liber 661, Page 676, all located in the Town of Lansing, County of Tompkins and State of New York, together with suitable access to the public road for utilities, and the use of the existing driveway to East Shore Drive in common with the Seller and others.

- 3. **PRICE AND METHOD OF PAYMENT** The total purchase price is \$45,000.00. (\$35,000.00 for the southern lot and \$10,000.00 for the northern lot if both can't be approved for subdivision.)
  - (a) **BUYER'S DEPOSIT** \$1,000.00 is to be paid upon signing this agreement. The deposit will be returned promptly if this contract hereafter becomes null and void.
  - (b) **BALANCE** The remainder of the purchase price is to be paid in cash, bank check, or certified check by the Buyer on the date of closing in the amount of \$ 44,000.

TOTAL PAYMENT

\$ 45,000.00

4. <u>DEED</u> Seller is to furnish a good and sufficient warranty deed with lien covenant, ten-year tax searches and an Abstract Company title search covering at least forty years to time of transfer, all showing good and marketable title, free of liens and encumbrances, except restrictions running with the land and all rights of way and usual highway and public utility easements of record.

The deed will contain a restriction stating that the lands and easements conveyed will not be used at any time for public parking or as a trailhead for public access to the adjacent gorge, and neither lot will be used for residential purposes (unless if owned by an adjoining owner living on the premises) without the express written personal consent of the seller.

- 5. <u>SURVEY and SUBDIVISION</u> The cost of all surveys and subdivision approvals required will be paid by the Buyer.
- 6. <u>TIMELY RECEIPT</u> All documents and reports, except as otherwise specified, are to be furnished to the Buyer or his attorney a minimum of seven (7) business days prior to closing.
- 7. **INSPECTION** Seller agrees to allow Buyer or his agent to inspect premises upon reasonable notice prior to the closing.
- 8. **ADJUSTMENTS** Taxes are to be prorated and adjusted as of date of possession or delivery of deed, whichever is earlier.
- 9. <u>POSSESSION AND TRANSFER</u> Possession of premises shall be delivered at closing. Transfer to be completed on or about the 31<sup>th</sup> day of January, 2025, but not prior to January 1, 2025.
- 10. <u>BINDING AGREEMENT</u> This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto, and replaces an agreement between the parties dated June 13, 2024.
- 11. <u>ATTORNEY APPROVAL</u> This offer is contingent upon the approval of the legal form and content of this instrument within three (3) business days of acceptance of this offer, by the Buyer's attorney. Any objections by the Buyer's attorney to such form or content shall be made in writing and delivered to the other party's attorney. Failure to make such objections, if any, within the time period set forth herein shall constitute removal of this contingency.

Date: 409. 26, 2024 BUYER BUYER

Seller certifies that Seller owns the property and has the authority to sell the property. Seller hereby accepts the above offer and agree to sell on the terms and conditions set forth.

Date: aug. 26, 2024 SELLER Many T. Sullivan