

DIVISION OF CEMETERIES

STATE OF NEW YORK
DEPARTMENT OF STATE

STATE OFFICE BUILDING
44 HAWLEY STREET
BINGHAMTON, NY 13901
TELEPHONE: (607) 721-8756
FAX: (607) 721-8753
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

CEMETERY BOARD
ROBERT J. RODRIGUEZ
SECRETARY OF STATE
CHAIR

LETITIA JAMES
ATTORNEY GENERAL
MARY T. BASSETT, M.D., M.P.H.
COMMISSIONER OF HEALTH

TO: New York State Cemetery Board

FROM: Michael Seelman, Investigator II

SUBJECT: South Trenton Cemetery Association, #33-056

RE: Application for Approval to Sell Cemetery Land

DATE: September 26, 2022

Exhibits

- A) Checklist from Senior Accountant Chris Cosco
- B) Application from South Trenton Cemetery Association
- C) Sale agreement
- D) Appraisal from Allen Appraisal Service for \$23,000
- E) Minutes and resolution
- F) Map of parcel showing proposed boundary line adjustment

Introduction and Recommendation

The South Trenton Cemetery Association has requested approval to sell a parcel of land to Brian and Jacqueline Crawford, who are neither relatives nor business partners with any cemetery officer or trustee and are not funeral entities, the purchasers intend to build a home on this site. The sale price is \$23,000.

I recommend approval of this transaction.

The Cemetery

The South Trenton Cemetery is a small 1-acre cemetery located in the town of Trenton, Oneida County; it also owns a non-contiguous 5.2-acre parcel it seeks to sell. The cemetery currently has 115 graves available for sale and has averaged less than one grave sold per year for the last ten years. There are no certificates of indebtedness.

The Parcel

The parcel to be sold is 5.2 acres and is currently wooded, it is not contiguous to the established cemetery but is located across the road and to the south. In its current state, it is not in a condition to be used for cemetery purposes. The cemetery association has obtained an appraisal from Allen Appraisal Service of Whitesboro New York dated September 9, 2022,



**Department
of State**

showing a value of \$23,000. Given the small sum involved, the Division does not believe there is any reason to require a second appraisal to establish fair market value.

Expenses

The sale price of \$23,000 will be placed in the Permanent Maintenance Fund, minus the selling expenses as listed in Senior Accountant Cosco's report. The cemetery intended to use the funds for general maintenance but have been informed and agree that the funds will be restricted. This addition of \$17,600 will almost double the balance in the Permanent Maintenance fund.

Recommendation

South Trenton Cemetery has demonstrated that this transaction will be beneficial to the cemetery in that the land to be sold will not be used for cemetery purposes and will help the cemetery by increasing its Permanent Maintenance Fund. I recommend that the Board approve this application.

EXHIBIT A

DIVISION OF CEMETERIES

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
TELEPHONE: (518) 474-6226
FAX: (518) 473-0876
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

CEMETERY BOARD

ROBERT J. RODRIGUEZ
ACTING SECRETARY OF STATE
CHAIR

LETITIA JAMES
ATTORNEY GENERAL

MARY T. BASSETT M.D., M.P.H.
COMMISSIONER OF HEALTH

TO: LEWIS POLISHOOK and NEW YORK STATE CEMETERY BOARD

FROM: CHRIS COSCO, SENIOR ACCOUNTANT

SUBJECT: SOUTH TRENTON CEMETERY, # 33056

RE: LAND SALE

DATE: SEPTEMBER 26, 2022

SUMMARY

The cemetery has submitted an application to sell 5.21 acres of land for which net proceeds of \$17,600 would be received. This report is not recognizing the original cost of the land in 1982 as an expense for this transaction. This land is not contiguous to the original cemetery, has never been used for any cemetery purposes and would require considerable development costs. The original cemetery is 1 acre per Oneida County tax rolls and there are 115 graves left to sell or 15% of the total.

Net Sales Proceeds

Sales proceeds	\$23,000
Legal fees	(\$2,500)
Brokerage fee	(\$2,250)
Appraisal	(\$ 650)
Net Proceeds	<u>\$17,600</u>

FINANCIAL ANALYSIS

The net proceeds, if reinvested, would generate about \$200 per year in dividends based on recent yields on permanent maintenance investments. Over time there should be moderate market appreciation. Consideration would need to be made in retaining the land. However, at the pace lots are sold, the present value of potentially unsold lots less development costs would be so heavily discounted that it's unlikely that scenario would generate a higher number than the projected net proceeds. Potential development costs could potentially exceed the general fund balance. While only having 115 lots left to sell is a relatively low number, they have only sold 8 lots in the last 10 years and only 1 lot the last four years. Recent operating results are favorable since annual fund drives started and maintenance expenses reduced.

Recommendation

Due to the factors cited above; 1) land area not contiguous, 2) cost of development and 3) lack of sales volume, the sale of this land is recommended for approval.



Department
of State



Division of Cemeteries

Department of State
DIVISION OF CEMETERIES
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001
Telephone: (518) 474-6226
www.dos.ny.gov

SCHEDULE A – INCOME AND EXPENSES AND FUND BALANCES

For any income or expense category where there is a significant increase or decrease in income or expenses, please provide a brief explanation. Not all cemeteries will have income and expenses in all of these categories

Cemetery Name		New York State Cemetery Five Digit ID Number —		
YEAR ENDING (enter last date of year reporting for each column, i.e. 12/31/20)				
SIZE AND INVENTORY				
Acres-Total				
Acres-Developed				
Acres-Developed and Available				
BURIALS AND LOT SALES				
Burials				
Number of lots (graves, crypts, niches) sold				
INCOME (RECEIPTS)				
Lots and grave sales				
Interment fees				
Foundations				
Dividends and interest				
Donations				
Other-specify;				
attach additional sheet(s) as needed				
Other-specify;				
attach additional sheet(s) as needed				
Other-specify;				
attach additional sheet(s) as needed				
TOTAL RECEIPTS				

SCHEDULE A – INCOME AND EXPENSES AND FUND BALANCES

Cemetery Name		New York State Cemetery Five Digit ID Number		
YEAR ENDING				
EXPENSES (DISBURSEMENTS)				
Employee Wages				
Independent Contractor Grave Openings				
Independent Contractor Maintenance and Mowing				
Salaries of Officers				
Supplies and Repairs				
Equipment				
Insurance – General Liability				
Workers Compensation				
Commercial Crime/ Employee Dishonesty				
Vandalism and Assessment Fee				
Other – specify;				
attach additional sheet as needed				
Other – specify;				
attach additional sheet as needed				
Other – specify;				
attach additional sheet as needed				
TOTAL DISBURSEMENTS				
OPERATING SURPLUS (LOSS)				
INTER-FUND TRANSFERS				
Transfers				
To Operating Account				
From permanent maintenance fund (retained income from previous years)				
From other funds (i.e., perpetual care, special, bequests, pre-need, etc.)				
TOTAL TRANSFERS FROM OTHER FUNDS TO OPERATING ACCOUNT				
Transfers				
From Operating Account				
To permanent maintenance fund				
To other funds (i.e., perpetual care, special, bequests, pre-need, etc.)				
TOTAL TRANSFERS FROM OTHER FUNDS FROM OPERATING ACCOUNT				

SCHEDULE A – INCOME AND EXPENSES AND FUND BALANCES

Cemetery Name	New York State Cemetery Five Digit ID Number
---------------	--

YEAR ENDING				
FINANCIAL ASSETS (FUND BALANCES)				
General Fund				
Permanent Maintenance Fund				
Perpetual Care				
Special Trust				
Other				
TOTAL FINANCIAL ASSETS				
PER ACRE ANALYSIS`				
Total Income Per Developed Acre				
Total Expense Per Developed Acre				
Net Income (Loss) Per Developed Acre				
Funds Per Developed Acre				

Permanent Maintenance Loan

Approved Date	
Original Loan Amount	
Current Balance	

NOTES:

EXHIBIT B

RECEIVED
DIV. OF CEMETERIES

January 10, 2022

JAN 18 REC'D
2022

South Trenton Cemetery #33056

ALBANY OFFICE
DEPARTMENT OF STATE

Request for approval to sell a vacant 5.21 acre parcel of land owned by the South Trenton Cemetery Association. This property is on the North side of Church Road and not adjacent to the Cemetery.

At our annual meeting, May 26, 2021 a discussion was held and unanimously voted to look into selling this property. We have 115 unsold lots, and in the last 10 years have sold 8 lots.

This land was purchased in 1982 from Judson P. Devel and is no longer needed for cemetery purposes. The sale would benefit the cemetery association and the owners of plots and graves in the cemetery.

The costs incurred so far -

Land purchase 1982 \$2500
Attorney Compson & Pimpinella, Utica, NY
fee to date \$2500 retainer

Appraisal \$450
Realtor/Broker

The asking price \$28,900
as of today, no definite buyer

email [REDACTED]
[REDACTED]

South Trenton Cemetery Association
Linda Cady, Treasurer
[REDACTED]

EXHIBIT C



REMOVAL OF CONTRACT CONTINGENCIES

This addendum shall be attached to, and made a part of, the Contract to Purchase dated 06/28/22 between
Brian Crawford & Jackie Crawford Buyer(s)
 and South Trenton Cemetery Association Seller(s), on the
 property known as 0 Church Road Trenton NY 13304

☐ **HOME INSPECTION CONTINGENCY:**

Buyer(s) agree that the Home Inspection is Satisfactory.

Witness: _____ Date: _____ Buyer: Brian M Crawford Date: _____
 Witness: _____ Date: _____ Buyer: Jacquelyn M Crawford Date: _____

☐ **RADON TEST CONTINGENCY:**

Buyer(s) agree that the Radon Test is Satisfactory.

Witness: _____ Date: _____ Buyer: Brian Crawford Date: _____
 Witness: _____ Date: _____ Buyer: Jackie Crawford Date: _____

☒ **OTHER CONTINGENCIES:**

Buyers agree that septic, zoning and codes are all satisfactory.

Witness: _____ Date: _____ Buyer: Brian M Crawford Date: 07/13/22
 Witness: _____ Date: _____ Buyer: Jacquelyn M Crawford Date: 07/13/2022

Witness: _____ Date: _____ Seller: Linda S. Cady Treas Date: July 14, 2022
 Witness: _____ Date: _____ Seller: Dwain B. Blackman V.P. Date: July 14, 2022



Mohawk Valley Association of REALTORS® and Mid NY Regional MLS, LLC

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT UPON ACCEPTANCE. IT IS RECOMMENDED THAT ALL PARTIES CONSULT AN ATTORNEY BEFORE SIGNING, IF ANY PARAGRAPH IS NOT FULLY UNDERSTOOD.

This agreement between the party or parties herein designated as "SELLER"
and the party or parties designated as "PURCHASER."

South Trenton Cemetery Association
SELLER'S Name

SELLER'S Name

Address

Brian Crawford
PURCHASER'S Name

Jackie Crawford
PURCHASER'S Name

Address

NY _____

Paul Pimpinella
Attorney _____
Phone _____

Herb Cully
Attorney _____
Phone _____

1. **AGREEMENT:** The SELLER hereby agrees to sell and the PURCHASER hereby agrees to purchase the real property under the terms and conditions stated herein.

2. **GENERAL DESCRIPTION:** The real property situated in X T/ V/ C
Trenton County of Oneida
State of New York, locally known as
0 Church Road Barneveld MLS #31372886 13304

(For a more detailed description, refer to the deed thereof) together with SELLER'S interest in easements, if any.

3. **ITEMS INCLUDED:** a. The items listed below, if now in or on said premises, are represented to be owned by the SELLER, free from all liens and encumbrances, and are included in the sale "as is" on the date of this offer, together with the following items:

n/a

Heating, Cooling & Lighting Fixtures, Built-In Kitchen Appliances, Shades & Blinds, Built-In Cabinetry, Drapery Rods & Curtain Rods, Pumps, Wall-to-Wall Carpeting as placed, Storm Windows & Screens, Awnings, Water Softeners, Storm & Screen Doors, Alarm Systems, Garage Door Openers and Controls, Security Codes, Keys, Window Valances, TV Aerials, Shrubbery, Trees, Plants and Fencing in the ground, Fireplace Insert, Doors and/or Screens, Smoke Detectors, Carbon Monoxide Detectors, Plumbing Fixtures, Pool Equipment and all other fixtures and appurtenances presently affixed to this property.

b. SELLER represents that the following items are NOT in working order: n/a

Purchaser's Initials BMC JMC

Seller's Initials HC FC

MVAR 0910

Page 1 of 4

This form was prepared by Bridget DeBono using the INSTANT FORMS Internet contract management service.

4. ITEMS EXCLUDED FROM SALE: The following items are excluded from the sale: n/a

5. CONSIDERATION:

The Total Purchase Price is: Twenty-Three Thousand \$ 23000.00

Payable as follows:

- a. \$ 500.00 Deposit to the ☒ Listing Broker ☐ Selling Broker to be deposited upon acceptance and held in Broker's non-interest bearing escrow account at Access PCU. Upon acceptance, it shall become part of the purchase price, or returned, if not accepted.
- b. \$ _____ Additional deposit, if any, to be similarly deposited as above, within _____ days.
- c. \$ 22500.00 Balance in cash or certified check due at closing.
- d. \$ 23000.00 **TOTAL PURCHASE PRICE**

The SELLER agrees to credit PURCHASER \$ 0.00, to be applied to PURCHASER'S closing costs, points & pre-payables, including but not limited to, cost from HUD-1 Settlement Statement & Purchaser's Attorney's Fees. (See attached Addendum, if applicable).

6. FINANCING CONTINGENCIES: This purchase is contingent upon PURCHASER receiving proceeds of a CASH loan from a lending institution in the amount of \$ _____ at the prevailing rate of interest. PURCHASER SHALL MAKE GOOD-FAITH APPLICATION FOR SUCH LOAN WITHIN _____ BUSINESS DAYS OF ACCEPTANCE AND SHALL BE RESPONSIBLE FOR ANY AND ALL NORMAL COSTS AND EXPENSES INCIDENT TO RECEIVING SUCH MORTGAGE PROCEEDS, EXCLUDING REPAIRS, UNLESS OTHERWISE AGREED HEREIN. Written unconditional approval of said mortgage must be obtained by _____, 20 _____ or SELLER may cancel this Contract at SELLER'S option. If, however, the mortgage commitment contains any contingency or condition wherein the undersigned PURCHASER may be released from this offer, the SELLER may declare any prior acceptance null and void upon notice to the undersigned PURCHASER, unless the undersigned PURCHASER, in writing, rescinds or removes the contingency or condition within _____ days. If loan proceeds cannot be obtained, this Contract is terminated ("null and void") and the deposit shall be refunded to the PURCHASER.

7. SURVEY: Cost of survey, if required by lending institution or by PURCHASER, will be paid by ☒ PURCHASER ☐ SELLER unless required to establish marketability of the title to the property.

8. TITLE DOCUMENTS AND MARKETABILITY OF TITLE. At least 10 days before the closing, SELLER is to furnish a copy of a good and sufficient Warranty deed to the premises, 20 year bankruptcy search, 10 year tax searches, tax receipt for current taxes, water search and a 40 year updated abstract of the title showing good and marketable title, free of liens and encumbrances, excepting zoning restrictions, restrictions of record, common driveways, all rights of way and easements of record that do not interfere with PURCHASER'S intended use of the property, covenants, conditions and environmental protection laws, so long as the premises are not in violation thereof.

If following a good faith application by PURCHASER, this loan cannot be obtained, (for reasons other than appraised value of the property being conveyed), as evidenced by a denial letter from a lender which

Purchaser's Initials BMD JMC

Seller's Initials DC AB

MVAR 0910

Page 2 of 4

This form was prepared by Bridget DeBono using the INSTANT FORM internet contract management service.

regularly makes residential loans in the county where the premises are located, this Contract may be terminated by either party and the deposit returned to the PURCHASER, except that PURCHASER agrees to pay the SELLER the actual costs incurred by SELLER in obtaining the Abstract of Title, survey and tax searches, not to exceed \$400.00, which costs may be deducted from the deposit.

9. **ADJUSTMENTS:** Water, sewer and other utilities, taxes, rents, security deposits, interest on any mortgages to be assumed, fuel in storage and unpaid assessments for local improvements, are to be pro-rated and adjusted as of the date of transfer of title, unless otherwise agreed. SELLER to pay utility bills and water bills, if any, up to date of closing.
10. **CONDITION AND MAINTENANCE OF PREMISES:** The buildings and the premises herein have been inspected by the PURCHASER and are hereby sold "as is" without warranty as to condition, expressed or implied. If new construction, the warranties on sales of new houses set forth in the General Business Law to the extent they may be applicable, and/or excluded or modified by the terms hereof will apply. SELLER agrees to maintain heating, ventilating, air conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment, in normal working order and to maintain the grounds and to deliver the property to the PURCHASER in as good condition as it is today, unless as accepted under paragraph 3b, reasonable wear and tear excepted. SELLER shall convey the premises subject to any existing tenancies; any unpaid installments of street or improvement assessments payable after the date of closing on the premises and any state of facts which an accurate inspection and/or survey may show, provided that the forgoing do not render the title to the premises unmarketable. **SELLER shall leave property in "Broom clean" condition with all personal belongings removed from home grounds & out buildings.**
11. **RISK OF LOSS:** Any risk of loss to property shall be borne by SELLER pursuant to Section 5-1311 of the General Obligations Law of the State of New York in the case of any destruction as defined within meaning of those provisions until title has been conveyed to the PURCHASER.
12. **BREACH:** In the event of a breach of this contract by one party, the other party shall be entitled to pursue all legal and equitable remedies including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney's fees.
13. **CLOSING AND POSSESSION:** The closing will be on or about the 3rd day of August, 2022, and shall be held in the county where the premises are located. Possession shall be granted upon closing, unless otherwise agreed upon herein.
14. **REAL ESTATE BROKERS:** PURCHASER and SELLER agree that COLDWELL BANKER FAITH PROPERTIES R and DOMINION HOMES brought about this sale and that the PURCHASER has dealt with no other Real Estate Brokers concerning this purchase.
15. **CONTINGENCIES:** The following contingencies are made part of this agreement and are attached hereto as addenda: (Place an "X" for applicable contingency.)

A. <input type="checkbox"/> Structural Report B. <input type="checkbox"/> Pest C. <input type="checkbox"/> Radon D. <input type="checkbox"/> FHA/VA Amendatory Clause E. <input type="checkbox"/> Owner Financing	F. <input checked="" type="checkbox"/> Septic System G. <input type="checkbox"/> Water Test H. <input type="checkbox"/> Sale of Home I. <input type="checkbox"/> Other - Attached J. <input type="checkbox"/> Lead	K. <input type="checkbox"/> Survey L. <input type="checkbox"/> Hazardous M. <input checked="" type="checkbox"/> Government Approvals N. <input type="checkbox"/> Utility Surcharge O. <input type="checkbox"/> Agricultural
---	--	---
16. **RIGHT TO FINAL INSPECTION:** PURCHASER has a right to a final inspection of the property prior to the transfer of possession.
17. **EXPIRATION OF OFFER:** Execution of this document by the PURCHASER shall constitute an offer and will become the contract upon acceptance by the SELLER. This offer shall remain open until

Purchaser's Initials BMC JMC

Seller's Initials DC ESB

MVAR 0910

Page 3 of 4

This form was prepared by Bridget DeBono using the INSTANT FORMS Internet contract management service.

06/28/2022. If the SELLER does not accept same by said date, the offer shall be null and void and the deposit shall be returned to the purchaser.

18. **ASSIGNMENT:** This contract may not be assigned by PURCHASER without the written consent of the SELLER.

19. **ENTIRE AGREEMENT:** This contract contains all agreements of the parties hereto. There are no other promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This agreement may only be changed in writing, signed by all parties.

20. **ATTORNEY APPROVAL:** This agreement is contingent upon PURCHASER and SELLER obtaining approval of this agreement by their respective attorneys as to all matters contained therein, except for the amount of the purchase price. This contingency shall be deemed waived unless PURCHASER'S or SELLER'S attorney, on behalf of their client notifies the other party or that party's attorney, in writing, of their disapproval of this contract no later than 5 business days after this contract has been signed by both the SELLER and the PURCHASER.

21. **HOME EQUITY THEFT PROTECTION ACT:**

a. PURCHASER ☒ intends ☐ does not intend to use the premises as PURCHASER'S primary residence.

b. If PURCHASER **DOES NOT** intend to use the premises as PURCHASER'S primary residence, then SELLER represents that premises ☐ is ☐ is not in foreclosure (lis pendens filed or property is on active tax lien sale list) **OR** that SELLER ☐ is ☐ is not in default for two or more months on SELLER'S mortgage payments and the contract includes a reconveyance arrangement.

If the premises is not to be used as PURCHASER'S primary residence **AND** if the SELLER is in foreclosure **OR** in default on the mortgage payments for two or more months and there is a reconveyance arrangement, then the **HOME EQUITY THEFT PROTECTION ACT ADDENDUM** is to be executed by the parties hereto, which addendum shall be made a part of this contract as if the same were to be set forth herein at length.

22. **CONTINGENCIES WAIVED:** PURCHASER has been informed that it is in their best interest to make this



Contract contingent upon the following:

☒ **PEST INSPECTION**

☒ **RADON INSPECTION**

☒ **STRUCTURAL/HOME INSPECTION REPORT**

☒ **SEPTIC SYSTEM TEST**

☒ **WATER TEST**

Date

Bridget Debono

06/26/22

Witness

Brian M Crawford

PURCHASER Brian M Crawford

Jacquelyn M Crawford

PURCHASER Jacquelyn M Crawford

ACCEPTANCE: The above offer, together with the terms and conditions thereof, is hereby accepted and in consideration of the mutual covenants herein, the undersigned SELLER agrees to sell and convey on the terms and conditions of said offer. It is agreed that sums deposited hereunder will be held in trust until closing by the listing or selling broker agreed to in Paragraph 5a above and, after deductions of such commissions and expenses as are due in the transaction, applied to the balance of the purchase price owed to the undersigned.

Date

6/28/2022

Amy Abdo

Witness

Linda J. Cady, Treasurer

SELLER South Trenton Cemetery Association

SELLER

Robert B. [Signature]

Purchaser's Initials

BMC JMC

Seller's Initials

LJC VB

MVAR 0910

Page 4 of 4

This form was prepared by Bridget Debono using the INSTANT FORMS/Internet contract management service.



Mohawk Valley Association of REALTORS® and Mid NY Regional MLS, LLC

PURCHASE CONTRACT ADDENDA

Initial the applicable contingencies to this contract:

A. STRUCTURAL/HOME INSPECTION REPORT CONTINGENCY

<input type="checkbox"/>
PURCHASER
<input type="checkbox"/>
SELLER

This agreement is contingent upon written determination, at PURCHASER'S expense by a N.Y. S. Licensed architect, engineer, or _____, that the premises are free of any monetarily substantial structural, mechanical, electrical, plumbing, roof covering, water or sewer defect. In any event, any visible, or previously disclosed items or any individual defect which cost less than \$_____ or a total in aggregate of all items \$_____ to correct, shall not be considered monetarily substantial defects within the terms of this contingency. The following buildings shall be excluded in this inspection: _____

PURCHASER shall notify SELLER of the discovery of a monetarily substantial defect by _____. PURCHASER will supply to SELLER if requested, a written copy of the inspection report if monetarily substantial defects are claimed.

Within 72 hours of receipt of notice of a monetarily substantial defect, SELLER shall notify PURCHASER of SELLER's choice of one of the following options:

1. Agreeing to make the defect(s) operational or functional prior to closing, or
2. Negotiating a credit, in writing, or
3. Cancelling this Agreement and refunding to the PURCHASER(S) any earnest money deposit, or
4. In the event SELLER does not exercise option 1 or 2, then in lieu of option 3, within 72 hours after PURCHASER receives notice of SELLER's choice, PURCHASER may agree to go forward with the transaction and accept the property in its "as is" condition relative to the substantial defects by acknowledging so in writing.



STRUCTURAL/HOME INSPECTION WAIVED: The PURCHASER(S) have been informed that it is in their best interest to make the Contract contingent upon a Home Inspection. The PURCHASER(S) waive the right to said inspection.

B. PEST INSPECTION

<input type="checkbox"/>
PURCHASER
<input type="checkbox"/>
SELLER

The obligation of PURCHASER hereunder is subject to the receipt of an engineer's report or certification from a recognized pest exterminator, that based upon careful visual inspection of accessible areas, and upon sounding of accessible structural members, there is no evidence of termite or other wood destroying insect infestation in the subject property, and if such infestation previously existed, it has been corrected and any damage due to such infestation has also been corrected. If the test is not performed within ten (10) days after the date of this contract, this contingency shall be deemed waived by PURCHASER and the contract shall remain binding and in full force and effect.

Purchaser's Initials

BMC *gmc*

Seller's Initials

DC *AB*

MVAR 1217

Page Addenda 1 of 4

C. RADON INSPECTION CONTINGENCY

PURCHASER
SELLER

PURCHASER may, at PURCHASER'S own expense, have the dwelling located on the property tested by a reputable service for the presence of radon gas. SELLER agrees to maintain a "closed-house condition" during the test. "Closed-house condition" shall mean the SELLER shall keep all windows closed and shall minimize the number of times the exterior doors are opened and the time, they are left open. SELLER further agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliances shall be at no cost to SELLER. If the test reveals that the level of radon gas exceeds four pico-curies per liter (4 pic/lit), test report must be mailed, faxed or personally delivered no later than _____ days after the date of this contract to SELLER, or this contingency shall be deemed waived by PURCHASER and the contract shall remain binding and in full force and effect. If within _____ days after the above written notification, SELLER is unwilling to undertake remedial measures necessary to permanently reduce the radon gas level to a level below the above stated guidelines, PURCHASER may terminate the Contract, in which event all deposit money shall be promptly returned to the PURCHASER. If SELLER does elect to undertake the necessary remedial measures to bring the level of radon gas in the dwelling to four pico-curies per liter (4 pic/lit) or below, SELLER must provide PURCHASER with test results showing the remedial measures reduce the radon gas to the required level.

SELLER
WAIVED

Radon Test Waived: The PURCHASER(S) have been informed that it is in their best interest to make the Contract contingent upon a Radon test. The PURCHASER(S) waive the right to said test.

D. FHA or VA AMENDATORY CLAUSE

PURCHASER
SELLER
WAIVED

Notwithstanding Paragraph 6 of the standard Contract for Purchase and Sale of Real Estate, PURCHASER and SELLER agree that this contract shall only be binding on PURCHASER if PURCHASER is able to obtain a FHA/VA mortgage loan. It is expressly agreed that, notwithstanding any other provisions of this contract, the PURCHASER shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veteran's Administration or the Federal Housing Commissioner. The PURCHASER shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veteran's Administration of the Federal Housing Commissioner.

E. OWNER FINANCING

PURCHASER
SELLER
WAIVED

The SELLER agrees to hold, and the PURCHASER agrees to execute, a purchase money _____ first _____ second Note and Mortgage in the amount of \$ _____ together with interest at _____ % per annum. Said Note and Mortgage to be amortized for a period of _____ years with constant monthly payments of _____. The Note and Mortgage shall provide that the Mortgagor shall have the privilege of pre-paying any part or all of the principal balance at any time and without penalty. A balloon payment, if applicable, will be due at the end of the _____ year. The SELLER'S attorney shall prepare the Note and Mortgage at the PURCHASER'S expense, subject to the review and approval of the PURCHASER'S attorney.

Purchaser's Initials BMC gmc

Seller's Initials JCS LES

MVAR 1217

Page Addenda 2 of 4

F. SEPTIC SYSTEM CONTINGENCY

This Agreement is contingent upon:

- a. ☐ A satisfactory test of the septic system on the subject property is to be completed by _____, 20____ at the PURCHASER'S expense. This septic system test is to be performed by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department or other qualified person. If the septic tank is to be visually inspected, uncovering and covering of tank and, if on lawn, top soiling and reseeding of disturbed area will be at the expense of the PURCHASER.
- b. ☒ If the property to be conveyed is undeveloped land, a satisfactory percolation test in compliance with the applicable State, County, and Local requirements will be completed by July 15th, 2022. The cost of any percolation test, or test of a septic system, shall be the PURCHASER'S sole responsibility.

This contingency shall be deemed waived unless PURCHASER shall notify Seller (SELLER OR DESIGNATED AGENT) in writing, with proof of failure, by CERTIFIED or REGISTERED MAIL, RETURN RECEIPT REQUESTED, post-marked no later than July 15, 2022 or by personal service by such date, or by FACSIMILE, as to the applicable test(s). If PURCHASER makes such notification, then this Agreement shall be deemed null and void and all deposits made thereunder shall be returned to PURCHASER.

G. WATER TEST CONTINGENCIES

This Agreement is contingent upon satisfactory (indicate applicable test(s)):

- a. ☐ Potable water test to be performed by a New York State approved laboratory.
- b. ☐ A flow test to be performed indicating a minimum flow of _____ gallons per minute for _____ hours.

Applicable test(s) is/are to be completed by _____, 20____ and all of the costs related to the Water test contingency provided herein, shall be the PURCHASER'S. The PURCHASER shall not be obligated to make more than one (1) attempt to establish an acceptable test to comply with the above-referenced requirements. SELLER shall make the property available for said test(s).

This contingency shall be deemed waived unless PURCHASER shall notify _____ (SELLER OR DESIGNATED AGENT) in writing, with proof of failure, by CERTIFIED or REGISTERED MAIL, RETURN RECEIPT REQUESTED, postmarked no later than _____, 20____ or by personal service by such date, or by FACSIMILE, as to the applicable test(s). If the PURCHASER makes such notification, then this Agreement shall be deemed null and void and all deposits made thereunder shall be returned to PURCHASER.

H. SALE OF HOME CONTINGENCIES

a. 48 HOUR CONTINGENCY CLAUSE

This Agreement is contingent upon a Contract of Sale being entered into for sale of PURCHASER'S property known as _____ on or before _____, 20____. It is understood and agreed that the subject property is to remain on the market, as long as the above contingency is still in effect. In the event, the SELLER receives a firm written offer in an amount acceptable to the SELLER, prior to a Contract of Sale for PURCHASER'S property, SELLER shall immediately notify the PURCHASER in writing, by CERTIFIED MAIL, or personal delivery of said offer, or by FACSIMILE, enclosing a copy of the offer. The PURCHASER shall then have two (2) business days, from the time of receipt of such notice, to

Purchaser's Initials BMB PMG

Seller's Initials SGC RRS

MVAR 1217

Page Addenda 3 of 4

waiver the aforesaid contingency in writing. The date of receipt shall not be included in the two (2) business days. If within the said two (2) day period, the PURCHASER shall fail to waive contingency, this Agreement shall be deemed null and void and all deposits made hereunder shall be returned to PURCHASER. In the event the PURCHASER does remove the contingency to sell their home, the PURCHASER must waive the contingency in writing with written proof of the PURCHASER'S ability to complete the contract.

b. **SUCCESSFUL CLOSING**

This Agreement is contingent upon a successful closing of the property located at: _____, See attached contract of sale.

OTHER:

Buyers to satisfy themselves as to zoning and codes by 7/15/22



06/26/22

AuthenticID

Bridget Debono

06/26/22

Witness

AuthenticID

Brian M Crawford

PURCHASER Brian M Crawford

Jacquelyn M Crawford

PURCHASER Jacquelyn M Crawford

ACCEPTANCE: The above offer, together with the terms and conditions thereof, is hereby accepted and in consideration of the mutual covenants herein, the undersigned SELLER agrees to sell and convey on the terms and conditions of said offer. It is agreed that sums deposited hereunder will be held in trust until closing by the listing or selling broker agreed to in Paragraph 5a above and, after deductions of such commissions and expenses as are due in the transaction, applied to the balance of the purchase price owed to the undersigned.

Date

6/28/2022
Amy Abdo

Witness

SELLER South Triniton Cemetery Association

SELLER

Linda J. Cady, Treasurer
James P. Blackman

Purchaser's Initials

BMC, JMC

Seller's Initials

LJC, JPB

MVAR 1217

Page Addenda 4 of 4

This form was prepared by Bridget DeBono using the INSTANT FORMS internet contract management service.

Instant



Mohawk Valley Association of REALTORS[®], Inc
Mid NY Regional MLS, LLC
41 Notre Dame Lane, Utica, NY 13502-4817
(315) 724-5159 FAX (315) 724-1201

Agricultural District Disclosure Form and Notice

For property commonly known as: O Church Rd Land

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law

☐ The aforementioned property IS located in an agricultural district.

☒ The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Sandra J. Cady-Turner 10/14/21
Seller Date

Susan B. (Hickman) v. Pres. 10/14/21
Seller Date

Brian M Crawford 06/26/22
Purchaser Date

Jacquelyn M Crawford 06/26/22
Purchaser Date

EXHIBIT D

APPRAISAL OF



Single Family

LOCATED AT:

Church Road
Utica, NY 13304

FOR:

N/A

BORROWER:

N/A

AS OF:

September 9, 2022

BY:

David Allen

N/A

N/A

File Number: 110

In accordance with your request, I have appraised the real property at:

Church Road
Utica, NY 13304

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of September 9, 2022 is:

\$23,000
Twenty-Three Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely,



David Allen

NYS Certified Residential Real Estate Appraiser

David Allen

D.B.A

LAND APPRAISAL REPORT

File No. 110

Property Address Church Road City Utica County Oneida State NY Zip Code 13304 Census Tract 0240.00 Legal Description Unknown Owner/Occupant South Trenton Cemetery Association Map Reference MSA 46540 Sale Price \$ 2,500 Date of Sale N/A Loan charges/concessions to be paid by seller \$ N/A R.E. Taxes \$ N/A Tax Year 2022 HOA \$/Mo. 0 Lender/Client N/A		LENDER DISCRETIONARY USE Sale Price \$ _____ Date _____ Mortgage Amount \$ _____ Mortgage Type _____ Discount Points and Other Concessions _____ Paid by Seller \$ _____ Source _____																																																																																											
LOCATION <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural BUILT UP <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Under 25% GROWTH RATE <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow PROPERTY VALUES <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining DEMAND/SUPPLY <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply MARKETING TIME <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		NEIGHBORHOOD ANALYSIS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>Good</th> <th>Avg</th> <th>Fair</th> <th>Poor</th> </tr> <tr><td>Employment Stability</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Shopping</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Schools</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Recreation Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Protection from Detrimental Cond.</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Police & Fire Protection</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>			Good	Avg	Fair	Poor	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police & Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
	Good	Avg	Fair	Poor																																																																																									
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																									
Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Police & Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																									
PRESENT LAND USE % Single Family 15% 2-4 Family 1% Multi-Family 1% Commercial 1% Industrial 0% Vacant 82%		LAND USE CHANGE <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely <input type="checkbox"/> In process <input type="checkbox"/> To: More one family development																																																																																											
PREDOMINANT OCCUPANCY <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (over 5%)		SINGLE FAMILY HOUSING PRICE \$ (000) AGE (yrs) 60 Low 1 600 High 250 Predominant 150 80																																																																																											
Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: The subject property is located in an area of one family uses. No adverse neighborhood conditions which might affect the subject's marketability were noted at the time of the inspection.																																																																																													
SITE Dimensions 5.20 ac Topography Flat/Sloping Site Area 5.20 ac Size 5.20 ac Zoning Classification Residential Zoning Compliance Residential HIGHEST & BEST USE: Present Use Vacant Other Use One Family <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>UTILITIES</th> <th>Public</th> <th>Other</th> <th>SITE IMPROVEMENTS</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street</td> <td>Asphalt</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Gas</td> <td><input type="checkbox"/></td> <td></td> <td>Curb/Gutter</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water</td> <td><input type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Sanitary Sewer</td> <td><input type="checkbox"/></td> <td></td> <td>Street Lights</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storm Sewer</td> <td><input type="checkbox"/></td> <td></td> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>				UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private	Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>		Gas	<input type="checkbox"/>		Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input type="checkbox"/>		Street Lights	None	<input type="checkbox"/>	<input type="checkbox"/>	Storm Sewer	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>																																																
UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private																																																																																							
Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>																																																																																								
Gas	<input type="checkbox"/>		Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>																																																																																							
Water	<input type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>																																																																																							
Sanitary Sewer	<input type="checkbox"/>		Street Lights	None	<input type="checkbox"/>	<input type="checkbox"/>																																																																																							
Storm Sewer	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>																																																																																							
Comments: (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): Electrical power lines are located across the front of the property and should be easily accessed. Water and septic would have to be self installed.																																																																																													
The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>ITEM</th> <th>SUBJECT</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> <tr> <td>Address</td> <td>Church Road Utica</td> <td>Cheese Factory Rd S Barneveld, NY 13304</td> <td>Trenton Rd Holland Patent, NY 13354</td> <td>Trenton Rd Deerfield, NY 13502</td> </tr> <tr> <td>Proximity to Subject</td> <td></td> <td>2.75 miles SE</td> <td>3.39 miles SW</td> <td>5.48 miles SW</td> </tr> <tr> <td>Sales Price</td> <td>\$ 0</td> <td>\$ 22,500</td> <td>\$ 16,500</td> <td>\$ 26,000</td> </tr> <tr> <td>Price/</td> <td>\$ 0</td> <td>\$ 22500</td> <td>\$ 16500</td> <td>\$ 26000</td> </tr> <tr> <td>Data Source</td> <td></td> <td>Oneida County Assessor</td> <td>Oneida County Assessor</td> <td>Oneida County Assessor</td> </tr> <tr> <td>VALUE ADJUSTMENTS</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> </tr> <tr> <td>Sales or Financing</td> <td></td> <td>ArmsLth</td> <td>ArmsLth</td> <td>ArmsLth</td> </tr> <tr> <td>Concessions</td> <td></td> <td>CASH 0</td> <td>CASH 0</td> <td>CASH 0</td> </tr> <tr> <td>Date of Sale/Time</td> <td>N/A</td> <td>06/07/2021</td> <td>07/29/2021</td> <td>02/04/2022</td> </tr> <tr> <td>Location</td> <td>Rural</td> <td>Rural</td> <td>Rural</td> <td>Rural/Superior</td> </tr> <tr> <td>Site/View</td> <td>5.20 ac</td> <td>5.44 ac</td> <td>1.84 ac</td> <td>3.10 ac</td> </tr> <tr> <td>Frontage</td> <td>266 ft</td> <td>1100 ft</td> <td>200 ft</td> <td>142 ft</td> </tr> <tr> <td>Buildings</td> <td>None</td> <td>None</td> <td>None</td> <td>None</td> </tr> <tr> <td>Public Utilities</td> <td>Electric</td> <td>Electric</td> <td>Electric</td> <td>Electric</td> </tr> <tr> <td>Topography</td> <td>Level/Sloping</td> <td>Level/Sloping</td> <td>Level/Wooded</td> <td>Level/Wooded</td> </tr> <tr> <td>Net Adj. (total)</td> <td></td> <td><input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 500</td> <td><input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,150</td> <td><input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 450</td> </tr> <tr> <td>Indicated Value of Subject</td> <td></td> <td>Gross: 17.8% Net: 2.2% \$ 23,000</td> <td>Gross: 31.2% Net: 31.2% \$ 21,650</td> <td>Gross: 17.5% Net: -1.7% \$ 25,550</td> </tr> </table>				ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Address	Church Road Utica	Cheese Factory Rd S Barneveld, NY 13304	Trenton Rd Holland Patent, NY 13354	Trenton Rd Deerfield, NY 13502	Proximity to Subject		2.75 miles SE	3.39 miles SW	5.48 miles SW	Sales Price	\$ 0	\$ 22,500	\$ 16,500	\$ 26,000	Price/	\$ 0	\$ 22500	\$ 16500	\$ 26000	Data Source		Oneida County Assessor	Oneida County Assessor	Oneida County Assessor	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	Sales or Financing		ArmsLth	ArmsLth	ArmsLth	Concessions		CASH 0	CASH 0	CASH 0	Date of Sale/Time	N/A	06/07/2021	07/29/2021	02/04/2022	Location	Rural	Rural	Rural	Rural/Superior	Site/View	5.20 ac	5.44 ac	1.84 ac	3.10 ac	Frontage	266 ft	1100 ft	200 ft	142 ft	Buildings	None	None	None	None	Public Utilities	Electric	Electric	Electric	Electric	Topography	Level/Sloping	Level/Sloping	Level/Wooded	Level/Wooded	Net Adj. (total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 500	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,150	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 450	Indicated Value of Subject		Gross: 17.8% Net: 2.2% \$ 23,000	Gross: 31.2% Net: 31.2% \$ 21,650	Gross: 17.5% Net: -1.7% \$ 25,550
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																																																																																									
Address	Church Road Utica	Cheese Factory Rd S Barneveld, NY 13304	Trenton Rd Holland Patent, NY 13354	Trenton Rd Deerfield, NY 13502																																																																																									
Proximity to Subject		2.75 miles SE	3.39 miles SW	5.48 miles SW																																																																																									
Sales Price	\$ 0	\$ 22,500	\$ 16,500	\$ 26,000																																																																																									
Price/	\$ 0	\$ 22500	\$ 16500	\$ 26000																																																																																									
Data Source		Oneida County Assessor	Oneida County Assessor	Oneida County Assessor																																																																																									
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION																																																																																									
Sales or Financing		ArmsLth	ArmsLth	ArmsLth																																																																																									
Concessions		CASH 0	CASH 0	CASH 0																																																																																									
Date of Sale/Time	N/A	06/07/2021	07/29/2021	02/04/2022																																																																																									
Location	Rural	Rural	Rural	Rural/Superior																																																																																									
Site/View	5.20 ac	5.44 ac	1.84 ac	3.10 ac																																																																																									
Frontage	266 ft	1100 ft	200 ft	142 ft																																																																																									
Buildings	None	None	None	None																																																																																									
Public Utilities	Electric	Electric	Electric	Electric																																																																																									
Topography	Level/Sloping	Level/Sloping	Level/Wooded	Level/Wooded																																																																																									
Net Adj. (total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 500	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,150	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 450																																																																																									
Indicated Value of Subject		Gross: 17.8% Net: 2.2% \$ 23,000	Gross: 31.2% Net: 31.2% \$ 21,650	Gross: 17.5% Net: -1.7% \$ 25,550																																																																																									
Comments of Sales Comparison: All comparables are located in similar rural areas and would be considered good comparables.																																																																																													
Comments and Conditions of Appraisal: Appraisal was made as a guide for asset valuation.																																																																																													
Final Reconciliation: Comparables used should be considered good comparables and adjustments are made thru market extractions to determine final value of subject property.																																																																																													
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 09/09/2022 to be \$ 23,000																																																																																													
I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.																																																																																													
Appraiser(s) <u>David Allen</u> Review Appraiser _____ <input type="checkbox"/> Did <input type="checkbox"/> Did Not David Allen (if applicable) Inspect Property																																																																																													

ADDENDUM

Borrower: N/A		File No.: 110
Property Address: Church Road		Case No.:
City: Utica	State: NY	Zip: 13304
Lender: N/A		

Comments on Sales Comparison

All comparables are good indicators of market value. Comparables #1,2,3 were given equal weight in final analysis. Comparables are the best available in the last 12 months. Recent sales similar to the subject, both in the neighborhood and general market area have been limited. The sales used are the most recent sales similar in terms of location, design, age, utility, etc. Property values are currently stable. No price decline has occurred since the dates of sale of comps 1-3 and no time adjustments are needed. The comparables sales selected are locationally, physically and functionally the most similar to the subject property to determine final value. A 10% time adjustment was calculated for date of sale on comparables #1-2 due to increase in home values since the date of sale.

Final Reconciliation

For final estimate, primary emphasis was placed in the market approach which is supported by the cost approach. Income approach was not considered due to limited sales of single family homes.

Extra Comments

The intended user of this appraisal report is the Lender/Client. The intended use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated scope of work, purpose of the appraisal, reporting requirement of the appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.

I have performed a prior appraisal of the property that is the subject of this report on 09/24/2021 which is within the three year period immediately preceding acceptance of this agreement.

Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. A reasonable exposure time for the subject property is 90 days.

All adjustments are based on market, not cost.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Church Road, Utica, NY, 13304

APPRAISER:**SUPERVISORY APPRAISER (only if required)**

Signature: David Allen
 Name: David Allen
 Date Signed: 09/09/2022
 State Certification #: 45000008691
 or State License #: _____
 State: NY
 Expiration Date of Certification or License: 02/10/2024

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

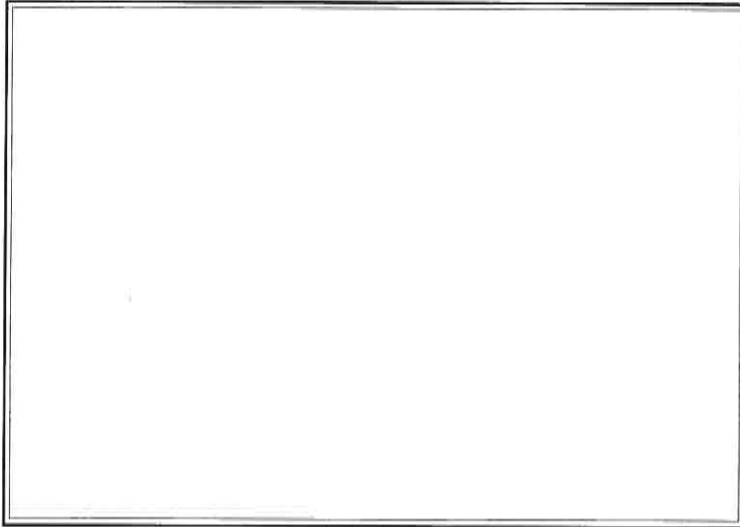
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 110
Property Address: Church Road	Case No.:
City: Utica	State: NY Zip: 13304
Lender: N/A	



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: September 9, 2022
Appraised Value: \$ 23,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

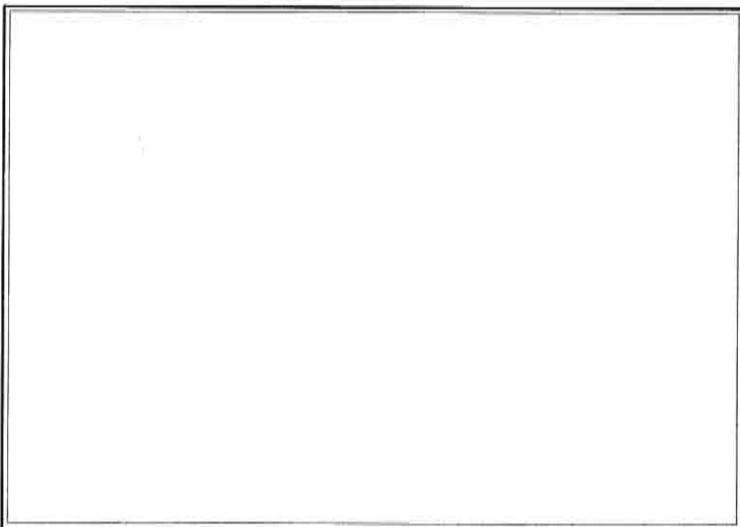
Borrower: N/A	File No.: 110
Property Address: Church Road	Case No.:
City: Utica	State: NY
Lender: N/A	Zip: 13304



Opposing Street View

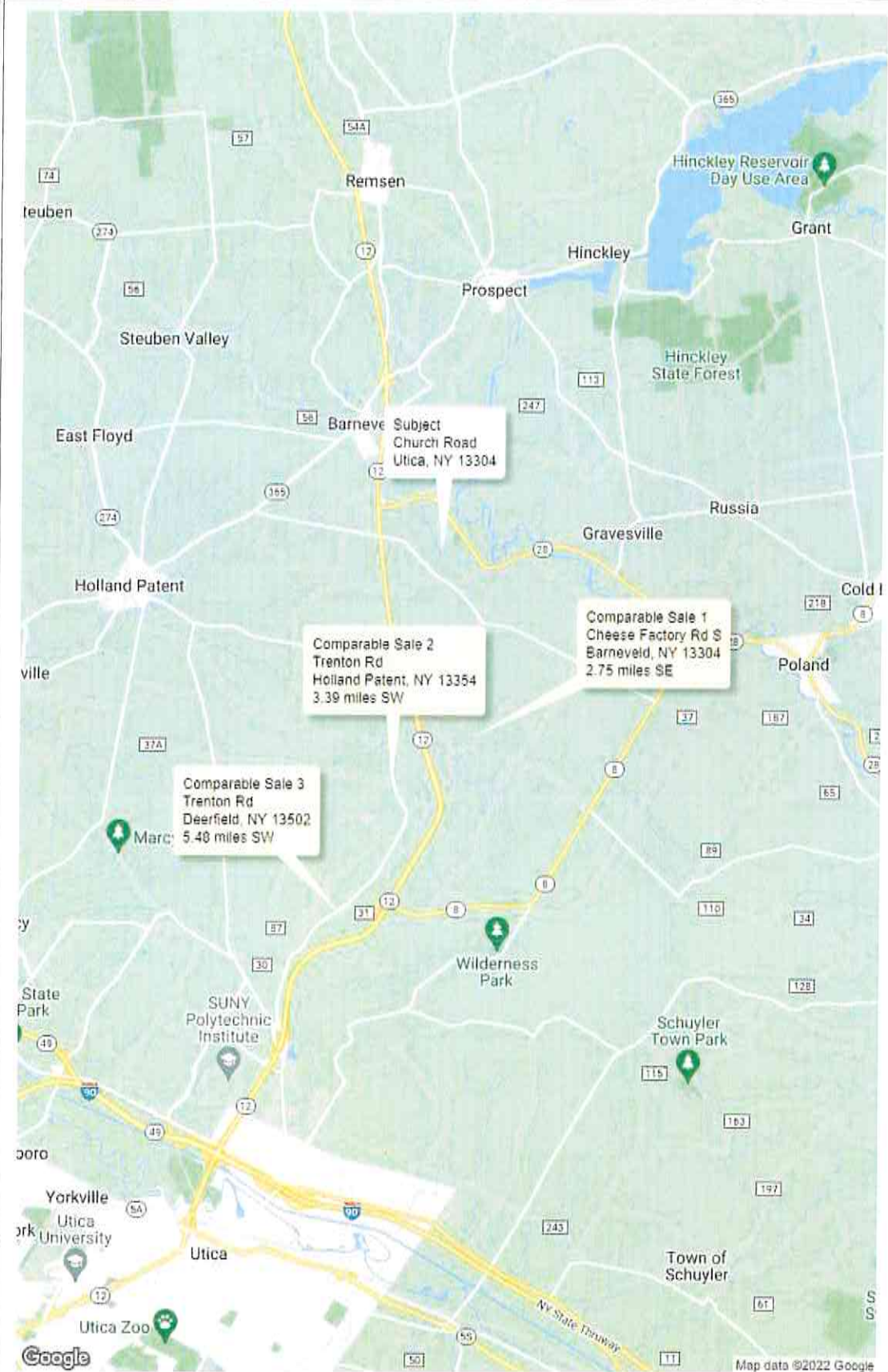


Side View



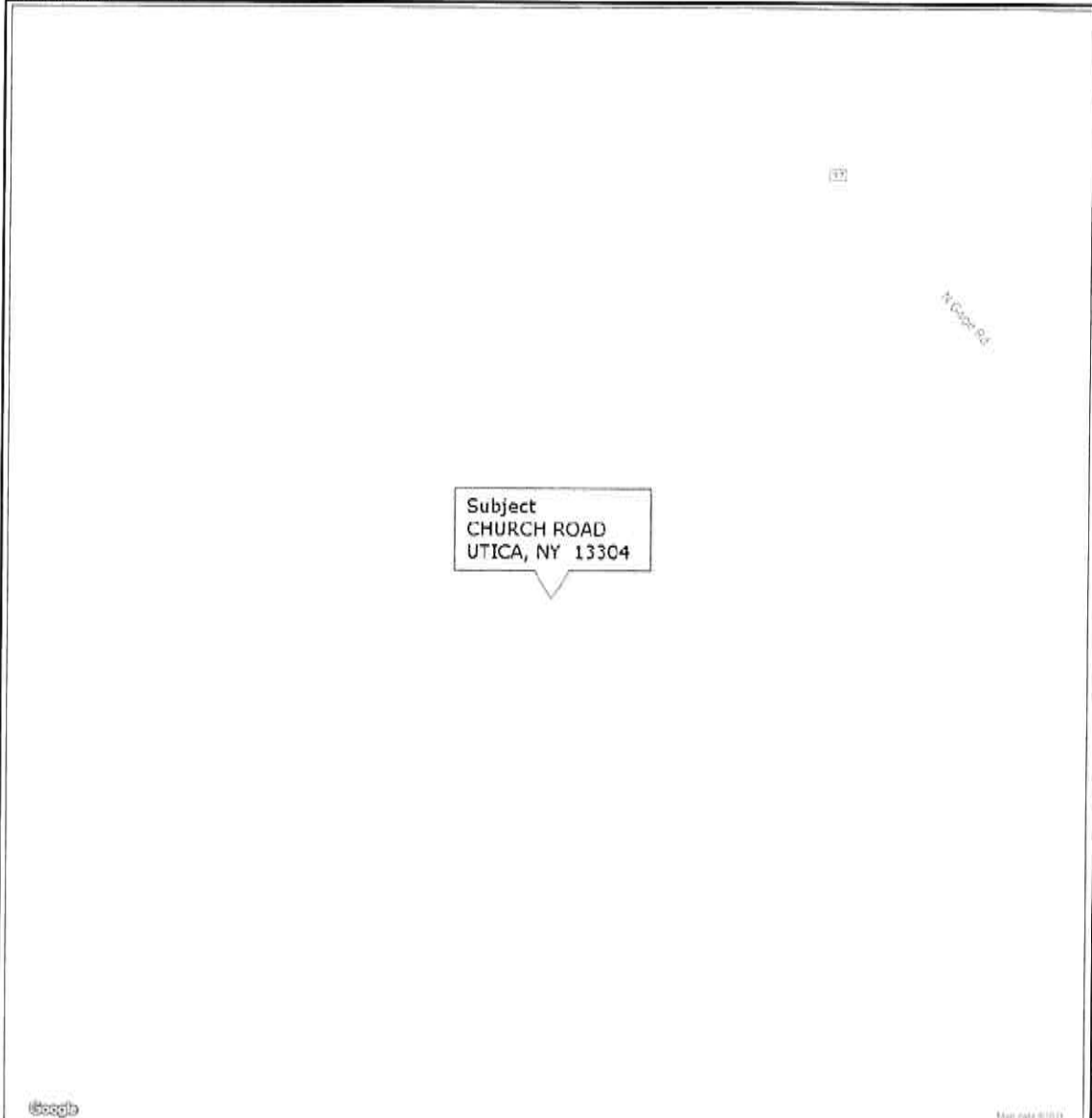
LOCATION MAP

Borrower: N/A	File No.: 110
Property Address: Church Road	Case No.:
City: Utica	State: NY
Lender: N/A	Zip: 13304



FLOOD MAP

Borrower: N/A	File No.: 110
Property Address: Church Road	Case No.:
City: Utica	State: NY
Lender: N/A	Zip: 13304



FLOOD INFORMATION

Community: Town of Trenton
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 36065C0606F
 Panel: 36065C0606
 Zone: X
 Map Date: 09-27-2013
 FIPS: 36065
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of the flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at making location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Borrower: N/A		File No.: 110
Property Address: Church Road		Case No.:
City: Utica	State: NY	Zip: 13304
Lender: N/A		

UNIQUE ID NUMBER 45000008691	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 1521944
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO DAY YR 02 11 20
ALLEN DAVID R [REDACTED]		EXPIRATION DATE MO DAY YR 02 10 22
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. RESIDENTIAL APPRAISER		
In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed ROSGANA ROSADO SECRETARY OF STATE		

***** INVOICE *****

File Number: I10

N/A

Borrower :

Invoice # : 178
Order Date : 09/09/2022
Reference/Case # :
PO Number :

Church Road
Utica, NY 13304

Appraiser's Fee	\$	200.00
	\$	-----
Invoice Total	\$	200.00
State Sales Tax @	\$	0.00
Deposit	(\$	200.00)
Deposit	(\$	-----)
Amount Due	\$	0.00

Terms:

Please Make Check Payable To:

Allen Appraisal Service
214 Oriskany Blvd.
Whitesboro, NY 13492

Fed. I.D. #: 105-48-8163

EXHIBIT E

Meeting Minutes in Regard to the Sale of and Extra Cemetery Lot

05/06/21

Meeting notes in regard to sale of extra 5.2 Acre lot. "Paul will get an estimate of how much our 'new parcel' across the road from Larry Bogan's is worth. We will discuss it further next year as to what plans we have for that parcel.

07/06/21

Paul Davidson phoned today to say that he had contacted a relator to get an estimate on the undeveloped 5.2 Acre cemetery lot. It is appraised at approximately \$20,000 in value and Paul thought that we should make a decision as a group as to how to move forward. The primary thinking would be to take the funds and add to our current investment.

07/09/21

All board members and trustees spoken to (Linda, Sandra, Don, and Connie Roberts on behalf of Diane Spear, Paul and Susan) are agreeable to selling the lot and investing the funds.

09/14/21

Linda Cady, Paul Davidson, Susan Stockman met with Paul Pimpinella, Attorney, to determine requirements for a potential property sale.

09/24/21

An appraisal of the property is accepted as prepared by David Allen.
cemetery board members

01/18/22

Linda sent the information to the Division of Cemeteries, Albany, NY for approval to sell the property in question (vacant 5.2 Acre lot). Linda received an email with a link for more forms to fill out: a four-year comparison of income and current expense & fund balances. Michael Seelman (Division of Cemeteries) and Chris Cosco (accountant for DoC) were sent the information. Linda was informed that the information would not be accepted until we had a qualified buyer; at such time the information would need to be resubmitted.

We were informed that the consideration of funds received, less necessary expenses, shall be deposited into the permanent maintenance fund.

06/29/22

Linda notified Michael Seelman (DoC), by email, that the property for the cemetery under consideration of being sold now has a qualified buyer. Our attorney will need to contact Mr. Seelman if the sale goes through. Also an email was sent by Linda to Kevin Ludlow at Compton & Pimpinella (attorneys) to notify him of this development.

07/07/22

The appraisal price was \$20K, we had it on the market for \$28K. The offer we are accepting is for \$23K. We asked the neighbor adjacent to the property in question, who originally submitted a bid for \$18k (the only other offer) if he was interested in entertaining a higher bid and he said that he would not go any higher than \$20K. Two contingencies of the buyer – pass a perk test and determine zoning requirements. The perk test has passed.

07/07/22

On July 7th at 7:00 PM a phone meeting was conducted to inform all cemetery board members that an offer had been made by a party willing to pay \$23,000 for the property in question. All confirmed that they were in agreement with the sale and that we could proceed in the process of selling. As discussed at previous meetings, the agreed to resolution of the sale was for the funds to be used for the future operation of the South Trenton Cemetery. As required by New York State, the proceeds minus expenses must be placed in the Permanent Maintenance Fund.


Those in attendance: Linda Cady, Paul Davidson, David Garrett, Donald Nieman, Donald Salm, Sandra Salm, Susan Stockman


South Trenton Cemetery Association

Est.: 1810  Inc.: 1842

We, the South Trenton Cemetery Association, resolve to sell a parcel of land situated in the Hamlet of South Trenton, Town of Trenton, County of Oneida, State of New York. This parcel is situated on the north side of Church Road beginning at a point in the centerline of Church Road at the southwest corner of lands now or formerly of John B. Legiecki and wife (1456/371) and running along the centerline of Church Road N 60° 30' W 266.56' to a point; thence N 14° E to a point intersected by an extension in a northwesterly direction (N 78° W) of the northerly line of premises now or formerly of Fred J. Key (2018/46); thence S 78° E along a line being the extension of the said northerly line of premises now or formerly owned by Fred J. Key (2018/46) to the northwest corner of said Key property; thence S 21° 00' W 304.35' along said Key property to the northeast corner of lands now or formerly of Legiecki; thence N 69° 30' W along Legiecki's northerly line 142.89' to a point; thence S 20° 30' W along Legiecki's westerly line 353' to the place of beginning, as shown on a plotting attached hereto as Exhibit "A".

There is no longer any anticipated use of the land for cemetery needs and is considered excess property. The proceeds of the sale will be committed to the general operating fund to cover future maintenance expenses. No South Trenton Cemetery Association employee, board member or trustee will receive any personal monetary benefit or profit from this sale. No dissolution of the corporation is anticipated.

Paul Davidson – President: 

Susan Stockman - Vice President: 


Linda Cady - Treasurer: 

EXHIBIT F

