

**EXHIBIT “A” to Request for Proposals**

**REAL ESTATE PURCHASE AND SALE CONTRACT**

THIS REAL ESTATE PURCHASE AND SALE CONTRACT (“*Contract*”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “*Effective Date*”), by and between **CLINTON CENTRAL SCHOOL DISTRICT**, with an address of 75 Chenango Avenue, Clinton, New York 13323 (hereinafter referred to as “*Seller*”), and

\_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as “*Buyer*”).

When signed, this document becomes a binding contract. Buyer and Seller may wish to consult their own attorney.

**OFFER TO PURCHASE**

Buyer offers to purchase the property described below from Seller on the following terms.

**1. PROPERTY DESCRIPTION:** Sale of landlocked real property owned by the Seller, located in the Town of Kirkland, County of Oneida and State of New York, being tax map number 357.000-4-1., consisting of approximately 17.23± acres of vacant land (the “*Property*”);

Buyer agrees to accept the Property “AS IS, WHERE IS” as of the day of title transfer. Seller makes no representations to Buyer that the Property is free and clear of any encroachments or unauthorized occupancy by other parties.

**2. PRICE, AMOUNT AND HOW IT WILL BE PAID:** The purchase price is to be paid as follows.

The purchase price \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall be paid in cash or certified funds at closing. A deposit in the amount of ten percent (10%) of the purchase price shall be paid by Buyer to Seller upon Seller’s approval of the contract, at which time it shall become part of the purchase price or returned to the Buyer if this contract is not accepted by Seller. Buyer shall forfeit the deposit should the Buyer not complete the purchase following satisfaction of all contingencies. Seller directs and authorizes the holder of the Deposit to return it to Buyer in the event of a bona fide failure of any contingency in this contract.

**3. CONTINGENCIES:** This offer is subject to the following contingencies. If any of these contingencies is not satisfied or waived by the dates specified, then either Buyer or Seller may cancel this contract by written notice to the other.

**A. Seller’s Contingencies:** This contract is subject to completion of SEQR requirements by the Board of Education of the Seller, approval of this Contract by such Board thereafter, and compliance with all applicable provisions of the Education Law including New York Education Law § 1804(b)(e).

**B. Attorney Approval:** This contract is subject to the written approval of attorneys for Buyers and Seller within 10 business days from the date of acceptance ("the approval period"). If either attorney makes written objections to the contract within the Approval Period, and such objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then either Buyer or Seller may cancel this contract by written notice to the other and any deposit shall be returned to the Buyer.

**C. Inspection Period:** Buyer shall have a period not to exceed fifteen (15) days from the date of execution of this Contract, to review and to conduct (at Buyer's expense) all of those soil tests, surveys, examinations and other studies which Buyer may desire to conduct with the purpose of satisfying the Buyer in the Buyer's sole discretion that the property is acceptable and satisfactory to Buyer in the Buyer's sole and absolute discretion.

**4. CLOSING DATE, PLACE AND POSSESSION:** The transfer of title shall take place at the Oneida County Clerk's Office, or other agreed location as soon as is reasonably possible following satisfaction of the contingencies.

**5. TITLE DOCUMENTS.** Seller shall provide the following documents in connection with the sale

**A. Deed.** Seller will deliver to Buyer at closing a properly signed and notarized Quit Claim Deed (or Executor's Deed, Administrator's Deed, or Trustee's Deed, if Seller holds title as such).

**B. Abstract, Bankruptcy and Tax Searches.** Seller shall furnish and deliver to Buyer or Buyer's attorney at least 15 days prior to the date of closing any title information in its possession. Buyer will pay for any abstract or tax searches.

**C. Survey.** Seller shall furnish any survey it maintains of the property to be conveyed. Buyer will pay for any updated survey and deliver to Seller or Seller's attorney at least 15 days prior to the date of closing, a survey of the property to be conveyed. The survey shall be updated by Buyer.

**6. OBJECTION TO TITLE:** If Buyer raises valid written objection to Seller's title which means that the title to the property is unmarketable, Seller may cancel this contract by giving prompt written notice of cancellation to Buyer. However, if Seller gives written notice within five (5) days that Seller will cure the problem prior to the closing date, then this contract shall continue in force until the closing date, subject to Seller performing as promised. If Seller fails to cure the problem within such time, Buyer will not be obligated to purchase the property and any deposit shall be returned.

**7. RECORDING COSTS, ATTORNEY'S FEES, MORTGAGE TAX, TRANSFER TAXES AND CLOSING ADJUSTMENTS.** Seller shall pay the real property transfer tax and real property gains tax, if any. Buyer shall pay all recording fees including fees associated with recording the deed. The parties agree to cooperate in the execution and timely filing of all necessary documentation to determine any real property transfer gains tax. The following, if

applicable, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, rent payments, fuel oil on the premises, water charges, pure water charges, sewer charges, mortgage interest, current common charges or assessments. If there is a water meter at the property, Seller shall furnish an actual reading to a date not more than thirty (30) days before the closing date agreed to by the parties. At closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

**8. RISK OF LOSS:** Risk of loss or damage to the property by fire or other cause until transfer of title shall be assumed by the Seller. If damage to the property by fire or such other cause occurs prior to transfer, Buyer may cancel this contract without any further liability to Seller. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

**9. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT ASSIGNABILITY:** If more than one person signs this contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this contract. If more than one person signs this contract as Seller, each person or any party who takes over that person's legal position, will be responsible for keeping the promises made by Seller. However, this contract is personal to the parties and may not be assigned by either without the other's written consent.

**10. COMMISSION:** It is understood and agreed by both Buyer and Seller that no real estate broker has secured this contract.

**11. ENTIRE CONTRACT:** This contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase of the property. No verbal agreements or promises will be binding. It is understood and agreed, however, that the terms and conditions of the Clinton City School District's request for proposals for the sale of property is incorporated herein.

**12. NOTICES:** All notices under this contract shall be deemed delivered upon receipt. Any notices relating to this contract may be given by/to the attorneys for the parties.

Dated: \_\_\_\_\_ Seller:

**CLINTON CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
**Christopher Clancy, SUPERINTENDENT**

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

By:

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**CONTRACT ADDENDUM**

Buyer:

Address:

Phone:

Buyer's Tax ID #:

Attorney:

Address:

Phone:

Fax:

Seller:

**CLINTON CENTRAL SCHOOL DISTRICT**

Address:

75 Chenango Avenue, Clinton, NY 13323

Phone:

(315) 853-5574

Attorney:

Colleen W. Heinrich, Esq.  
Ferrara Fiorenza, PC

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