

A regular meeting of the Broome County Land Bank Corporation (the "Land Bank") was convened in public session in the Exhibit Room at the Broome County Public Library on Tuesday, August 22, 2023, at 3:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Land Bank were:

| | | |
|----------|----------------------|---------------|
| PRESENT: | Aaron Martin | Chairman |
| | Christopher Dziedzic | Secretary |
| | Mike Sopchak | Treasurer |
| | Tarik Abdelazim | Member |
| | Rich David | Member |
| ABSENT: | Thomas Augostini | Vice Chairman |
| | Kyle Davis | Member |
| | Christine Marchuska | Member |

THE FOLLOWING PERSON WAS ALSO PRESENT:

| | |
|------------------|--------------------|
| Robert O'Donnell | Assistant Director |
|------------------|--------------------|

The following resolution was offered by T. Abdelazim and seconded by M. Sopchak, to wit:

RESOLUTION AWARDING A ONE-YEAR CONTRACT FOR RESIDENTIAL AND COMMERCIAL REAL ESTATE SERVICES FOR THE BROOME COUNTY LAND BANK CORPORATION TO EXIT REALTY HOMEWARD BOUND, 202 CLUBHOUSE ROAD, VESTAL, NEW YORK 13850, AND BE IT FURTHER

RESOLVED, THAT THE BCLBC ISSUED A REQUEST FOR QUALIFICATIONS (RFQ) FOR REAL ESTATE SERVICES ON JUNE 7, 2023, AND BE IT FURTHER

RESOLVED, THAT THE RFQ WAS ADVERTISED ON THE BCLBC AND BIDNET DIRECT WEBSITES, THROUGH A LEGAL NOTICE IN THE LOCAL NEWSPAPER OF GENERAL CIRCULATION, AND THE BCLBC STAFF DIRECTLY SOLICITED TO FIFTEEN (15) POTENTIAL VENDORS INCLUDING NYS CERTIFIED M/WBE FIRMS, AND BE IT FURTHER

RESOLVED, FOLLOW UP CONTACTS WERE MADE BY BCLBC STAFF ON JUNE 14, 2023, JUNE 22, 2023, AND JULY 6, 2023 CONSISTENT WITH THE BCLBC'S BID SOLICITATION PLAN, AND BE IT FURTHER

RESOLVED, THAT STATEMENTS OF QUALIFICATIONS WERE DUE BY 4:00 P.M. ON JULY 7, 2023 AND NO VALID SUBMISSIONS WERE RECEIVED BY THE BCLBC, AND BE IT FURTHER

RESOLVED, THAT BCLBC LEGAL COUNSEL HAS ACKNOWLEDGED THAT THE BCLBC FOLLOWED THE REQUIREMENTS OF THEIR PROCUREMENT POLICY AND THUS ADVISED THAT THE BCLBC MAY ENTER INTO A CONTRACT WITH A QUALIFIED REAL ESTATE PROFESSIONAL(S) FOR SAID SERVICES, AND BE IT FURTHER

RESOLVED, THAT THE BCLBC WISHES TO AWARD A ONE-YEAR CONTRACT FOR REAL ESTATE SERVICES TO EXIT REALTY HOMEWARD BOUND DUE TO THEIR EXPERIENCE LISTING BCLBC PROPERTIES IN THE PAST, AND BE IT

FURTHER RESOLVED, THAT SUCH SERVICES SHALL BE RENDERED FOR A MAXIMUM OF ONE YEAR AND THE CONTRACT SHALL EXPIRE ON AUGUST 21, 2024, AND BE IT

FURTHER RESOLVED, THAT IN CONSIDERATION OF SAID SERVICES, EXIT REALTY HOMEWARD BOUND SHALL COLLECT COMMISSIONS AND FEES AT THE RATES ATTACHED HERETO AS EXHIBIT "A", AND BE IT

FUTHER RESOLVED, THAT THE EXECUTIVE DIRECTOR OR A DULY AUTHORIZED REPRESENTATIVE IS HEREBY EMPOWERED TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS WITH RESPECT THERETO.

The question of the adoption of the foregoing Resolution was duly put to a vote which resulted as follows:

| | | |
|----------------------|--------|--------|
| Aaron Martin | voting | Aye |
| Thomas Augostini | voting | Absent |
| Christopher Dziedzic | voting | Aye |
| Mike Sopchak | voting | Aye |
| Tarik Abdelazim | voting | Aye |
| Rich David | voting | Aye |
| Kyle Davis | voting | Absent |
| Christine Marchuska | voting | Absent |

This Resolution shall take effect immediately.

STATE OF NEW YORK:

: ss.:


COUNTY OF BROOME:

I, the undersigned Secretary of the Broome County Land Bank Corporation (the "Land Bank"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on Tuesday, August 22, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Land Bank had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Land Bank present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 22 day of August, 2023.



Christopher Dziedzic
Secretary

(SEAL)

**GREATER BINGHAMTON ASSOCIATION OF REALTORS®, INC.
EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**

This is a legally binding contract. "Owner(s)" executing this contract refers to all parties who have an ownership interest or legal life estate in the Property. Owner(s) executing this Contract represent(s) they have complete legal authority to sell the Property and agree to tender to a purchaser good and marketable title to the Property. Owner has not entered into any other agreement for the sale or transfer of the Property. If Owner has questions concerning this Contract, Owner should consult with an attorney before signing.

Property Address: _____ ("Property")

Tax Map #: _____ Lot Size: _____

Owner(s): _____ ("Owner")

Owner(s)' Address: _____ Phone: _____

Owner(s)' Email Address: _____

Broker: EXIT Realty Homeward Bound ("Broker") Phone: _____

Listing Agent: John Farrell Phone: _____

1. DEFINITIONS

EXPLANATION OF EXCLUSIVE RIGHT TO SELL: "An Exclusive Right to Sell" listing means that if you, the Owner of the Property, find a buyer for your Property, or if another broker finds a buyer, you must pay the agreed commission to the present Broker.

EXPLANATION OF EXCLUSIVE AGENCY: "An Exclusive Agency" listing means that if you, the Owner of the property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present Broker.

2. FAIR HOUSING

Owner represents that the Property is listed in full compliance with the local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

3. GRANT OF EXCLUSIVE RIGHT TO SELL AND ITS TERMS

In consideration of Owner's agreement to list Property through the Multiple Listing Service ("MLS") of the Greater Binghamton Association of REALTORS®, Inc., Owner hereby grants to Broker, a member of said MLS of the Greater Binghamton Association of Realtors®, Inc., the EXCLUSIVE RIGHT to sell Property. Broker agrees to market the Property, as deemed best by Broker. The property is to be listed for the price of \$ _____ or at other such price or terms to which Owner hereafter consents. Listing will commence from _____

EXCLUSIVE RIGHT to sell Property. Broker agrees to market the Property, as deemed best by Broker. The property is to be listed for the price of \$ _____ or at other such price or terms to which Owner hereafter consents. Listing will commence from _____ (listing date) and will be effective through _____ (expiration date), ("Term"). Owner agrees to pay Broker a commission of 6 % of the sale price or a fee of \$ _____, providing such Property is under a bonafide contract before the expiration of this authority, whether such a sale is made by Broker or by any Member of said MLS or by anyone else. Owner agrees to pay Broker in full no later than closing, upon presentation of a person ready, willing and able to purchase in accordance with the terms of this listing agreement. If releases are signed by all parties to terminate a bonafide sales contract and any portion of the deposit is forfeited by the buyer, it shall be equally divided between Owner and Broker. The Broker's share shall not exceed the agreed upon commission. Such commission shall be paid if the property is sold, conveyed, rented (if applicable) or otherwise transferred within 180 days ("protection period") after expiration of this agreement or any extension, to anyone whom the property was shown by Broker prior to expiration, provided Owner has received written notice including the name of the prospective buyers, before or upon expiration of this agreement. Owner shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker.

4. AGENCY COOPERATION AND COMPENSATION

Owner authorizes the Broker to submit this listing to the MLS thereby making an offer of compensation and cooperation to participants in the MLS. The Broker agrees to offer compensation as follows, being a percentage of the agreed upon sales price, or a fee as specified below.

In utilizing any of the agencies as described below, Owner will be liable for commission totaling 6 percent(%) of the selling price or a fee of \$ _____, which sum will be paid in cash or bank, certified or attorney's trust account check.

Yes () No BUYER AGENCY: 3 % or \$ _____. Owner authorizes Broker to cooperate with brokers who represent Buyers with the understand that such Buyer's Agent will be representing only the interest of the prospective Buyer

Yes () No SUB AGENCY: 3 % or \$ _____. Owner authorizes Broker to cooperate with subagents. Owner is aware that Owner may be liable for the misrepresentations, if any, of subagents. Owner may be entitled to bring legal action against the responsible subagents for reimbursements of any loss.

Yes () No BROKER'S AGENCY: 3 % or \$ _____ Owner authorizes Broker to cooperate with broker's agents. As a general rule, those broker's agents owe fiduciary duties to Owner and to Broker's agency. Owner understands that Owner is not vicariously liable for their conduct.

Yes () No DUAL AGENCY: 6 % or \$ _____ In-company transactions may exist with full disclosure to all parties.

Yes () No SUB AGENCY: 3 % or \$_____. Owner authorizes Broker to cooperate with subagents. Owner is aware that Owner may be liable for the misrepresentations, if any, of subagents. Owner may be entitled to bring legal action against the responsible subagents for reimbursements of any loss.

Yes () No BROKER'S AGENCY: 3 % or \$_____ Owner authorizes Broker to cooperate with broker's agents. As a general rule, those broker's agents owe fiduciary duties to Owner and to Broker's agency. Owner understands that Owner is not vicariously liable for their conduct.

Yes () No DUAL AGENCY: 6 % or \$_____ In-company transactions may exist with full disclosure to all parties.

5. SUBSEQUENT PURCHASE OFFERS

After Owner has entered into a purchase and sales contract (not including a contract with a sales contingency), Broker is directed by Owner to submit subsequent purchase offers and (choose one):

_____ Discontinue marketing efforts
_____ Continue marketing efforts

OWNER SHOULD CONSULT WITH AN ATTORNEY BEFORE ACCEPTING ANY SUBSEQUENT PURCHASE OFFER AS OWNER MAY HAVE ADDITIONAL LIABILITY TO BUYER ON BOTH PURCHASE OFFERS.

6. OBLIGATION OF OWNER

It is the Owner's responsibility for continuation of utilities to Property, including but not limited to heat, light and water, interior and exterior maintenance, lawn care, leaf removal and snow plowing and to maintain adequate levels of homeowner and liability insurance until transfer of title. Owner is responsible for pointing out any defects to the property which could render the Property unsafe to potential purchasers.

7. HOME WARRANTY

() Yes () No Owner to provide Buyer with a home warranty at Owner's expense at closing.

8. DISCLOSURES

() Yes () No () N/A- Owner has received and signed a Disclosure regarding Real Estate Agency Relationship which New York State law requires under Real Property Law Section 462.

() Yes () No () N/A- Owner will provide a Property Condition Disclosure which New York State law requires, unless Owner is subject to an exemption, under Real Property Law Section 462(2). If Owner elects not to provide the Seller Property Condition Disclosure prior to the signing by the buyer of a binding contract of sale, the buyer shall receive from Owner upon

the transfer of title a credit of \$500.00 (five hundred dollars) against the purchase price of the Property.

Yes N/A- Owner will provide, where applicable, the Lead Paint Disclosure which Federal law requires.

Yes N/A- Owner will provide, where applicable, an Agricultural District Disclosure which New York State law requires.

Yes N/A- Owner will provide, where applicable, an Uncapped Natural Gas Well Disclosure Form and Notice which New York State law requires.

9. OWNER’S OIL, GAS, AND MINERAL RIGHTS DISCLOSURE

The owner of a property has a variety of rights that go along with that property, including surface rights (for example the right to use the land to construct a building or to grow crops) and certain subsurface rights (including the right to extract and develop minerals such as oil and natural gas from below the surface, also referred to as mineral rights). Surface and mineral rights are typically transferred together, but sometimes are transferred separately. Some property owners own all of the rights associated with a property, some may be subject to a lease allowing others to access and develop the minerals, and still others may have had all or some of the mineral rights to their land severed and sold to a third party. In order to execute oil and gas leases, you must own the mineral estate. Determining who owns the various oil, gas and mineral rights to a property can be difficult and should only be done through an attorney with expertise in this area.

Typically, all of the mineral rights to a particular property convey to the new owner in a sale. If the property is leased to an oil and gas company for exploration, all rights under the lease also convey to the new owner. The Greater Binghamton Association of REALTORS®, Inc. Purchase and Sale Contract for Residential and Commercial Property dictates that any and all rights to the Property’s minerals, oil and gas, and to future rent, bonus, payment, royalty, or other compensation associated therewith, shall be transferred with the Property to the buyer, unless otherwise provided for in writing between the respective attorneys for buyer and seller.

Owner represents that:

Yes No All Oil, Gas, and Mineral Rights Associated with Property convey with the Property to the buyer.

If No is checked, please explain: _____

Yes No Owner has signed an Oil and /or Gas lease affecting this Property.

Yes No Owner has received rent, bonus, payment, royalty or other compensation for an Oil and /or Gas lease affecting this Property.

Yes No Owner does have knowledge of any Oil and /or Gas lease (whether signed by Owner or predecessor in title) affecting this Property.

If Yes is checked to any of the above three questions, please explain: _____

If Yes is checked to any of the above three questions, please state your intentions regarding the rights under any oil and gas lease relative to this property, ie, will the rights convey to the new owner at closing. _____

Owner makes the above representations with knowledge that the buyer, buyer's attorney, title insurance company and Broker are relying on the truth and accuracy of Owner's representations. Liability for such representations shall survive the closing and shall not merge with any deed. Owner will not sign any Oil and /or Gas lease for this Property after signing this Agreement. If Owner has already signed a lease, he or she will provide a copy to the Listing Agent at the time of listing.

10. RENTAL OF PROPERTY

Should the Owner desire to rent the Property during the Term of this Contract, the Broker is hereby granted the sole and exclusive right to rent the Property, exclusive "FOR RENT" sign privilege and the Owner agrees to pay the Broker a rental commission of _____. The applicable commission for the first year of the lease is due and will be paid (check one): _____ upon execution of the lease, or _____ upon date of occupancy. The commission for each and any subsequent year of the lease, or renewal thereof, is due and will be paid at the outset of each rental term.

11. INFORMATION ABOUT PROPERTY

All information about the property that the Owner has given the Broker is, to the best of the Owner's knowledge, accurate and complete. Owner understands that the Broker must disclose to prospective buyers and any other persons, including other MLS Participants, any information about the Property and its condition that the Broker obtains from Owner, or any other source.

12. BROKER INSTRUCTIONS:

I authorize Broker to:

- Yes No – Place sale/sold sign on Property
- Yes No – Use lock box
- Yes No – Photograph said Property and use such in promotion of sale
- Yes No – Use my legal name on all documents
- Yes No – Advertise Property on the internet

13. TERMINATION OR DEFAULT

Owner understands that if Owner terminates, prior to the expiration of the Term, without just cause, the Broker shall retain the contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of Owner's early termination of this Contract.

14. AUTHORITY TO PUBLISH PROPERTY DATA

Owner grants Broker the authority to provide all sales information, including sales price to MLS, no earlier than final closing date and no later than five (5) days after closing.

15. ARBITRATION/ESCROW/ATTORNEY'S FEES

Arbitration. All claims, disputes or other matters in question arising out of or relating to this agreement shall be determined by arbitration before an arbitrator in the County of Broome, State of New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association or other generally accepted arbitration standards currently in effect. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

Escrow. If for any reason, the Broker is not paid the compensation set forth herein on the due date, the Owner shall establish an escrow account with a party mutually agreeable to Broker and Owner and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by order of a court of competent jurisdiction, or (iii) some other process to which the parties agree to in writing.

Attorney's Fees. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

16. RECORDING DEVICES

Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device. The property () does () does not have a device that can mechanically overhear a conversation.

17. ACCEPTANCE

By signing this Contract, each party agrees to be bound by all of the terms of the Contract. It

contains the entire agreement between the parties and no verbal conditions, representations or agreements have been made contrary therein. Each party will receive a fully signed duplicate of this Contract.

AT THE TIME OF CLOSING, OWNER MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. OWNER'S OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

Owner: _____

Broker: _____

Owner: _____

By: _____

Date: _____

Date: _____