Resolution 18-22

Finger Lakes Regional Land Bank Corporation Board of Directors

RESOLUTION ACCEPTING THE PURCHASE OFFER BY HABITAT OF HUMANITY OF

2320 COUNTY ROAD 139

Moved: Westfall, Sciotti

WHEREAS, The New York Not-for-Profit Corporation Law §1609(d) authorizes the Finger Lakes Regional Land Bank Corporation (the "Land Bank") to convey, exchange, sell, or transfer any of its interests in, upon or to real property; and

WHEREAS, pursuant to New York Not-for-Profit Corporation Law §1605(i)(5), requires that a sale of real property be approved by a majority vote of the Board of Directors; and

WHEREAS, all disposals of Land Bank property must be made to qualified buyers pursuant to Section 5 of the Property Disposition Policy; and

WHEREAS, Seneca County Habitat for Humanity is recognized by the FLRLBC Resolution 17-29 as a Discount/Preference Program in the Land Bank's disposition policy under Section 5(b) iii Affordable Housing Development Program; and

WHEREAS, the purchase price for 2320 County Road 139 shall be \$10,000; and

WHEREAS, The Land Bank as per agreement with Seneca County Habitat For Humanity will furnish a storage tank for the water well system in calendar year 2019 at a price not to exceed \$4,000; and

Schedule A: Purchase Offer

Schedule B: Storage Tank Proposal

NOW, THEREFORE BE IT RESOLVED, by the Finger Lakes Regional Land Bank Corporation that:

- 1) The Members of the Board of Directors hereby authorize the Land Bank to sell 2320 County Road 139 to Habitat for Humanity of Seneca County and authorize the Executive Director to enter into a Contract to Purchase with the Land Bank as Seller and Seneca County Habitat for Humanity as the Buyer. The Contract to Purchase will be agreeable in form and content to the Executive Director of the Land Bank and Land Bank counsel.
- 2) The Chairman, Vice Chairman, and the Executive Director of the Land Bank are each hereby authorized and directed to execute all the documents on behalf of the Land Bank which may be necessary or desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

- 3) The Executive Director of the Land Bank is hereby authorized and directed to execute and deliver all such certificates, instruments and documents, to pay all such fees and charges to the effect the purposes of the foregoing resolution.
 - I, Jill Henry, Secretary of the Finger Lakes Regional Land Bank Corporation, a corporation organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on November 19th 2018, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS THEREOF, the undersigned has affixed their signature this day of November, 20 18. The Corporation has no corporate seal.

Corporation Secretary

Resolution 18-22 Finger Lakes Regional Land Bank Corporation Board of Directors

RESOLUTION ACCEPTING THE PURCHASE OFFER BY HABITAT OF HUMANITY OF

2320 COUNTY ROAD 139

Moved By: Westfall, Sciotti

| | Yes | Nay | Abstain | Absent |
|--------------------------|----------|-----|---------|------------|
| Cindy Garlick-Lorenzetti | [] | [] | [] | $[\times]$ |
| Robert Hayssen | $[\chi]$ | [] | [] | [] |
| Jill Henry | [×] | [] | [] | [] |
| Greg Lazzaro | [] | [] | [] | [X] |
| Larry Ledgerwood | [] | [] | [] | [×] |
| Nick Sciotti | [×] | [] | [] | [] |
| Gary Westfall | [×] | [] | [] | [] |







PURCHASE AND SALE CONTRACT FOR RESIDENTIAL PROPERTY

Plain English Form published by and for the exclusive use of the Greater Flochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

| COMMISSIONS OR FEES FOR THE REAL EST | ATE SERVICES TO BE PROVIDED A AND CLIENT. | RE NEGOTIABLE BETWEEN REALTOR® |
|--|--|---|
| When Signed, This Document Becomes A | Binding Contract. Buyer and Seller | Should Consult Their Own Attorney. |
| TO: Finger Lakes Regional Land Bank Corporation | ("Seller") FROM: Habitat for Hi | umanity of Seneca County, ("Buyer") |
| | OFFER TO PURCHASE | |
| Buyer offers to purchase the property described bel | low from Seller on the following terms: | |
| 1. Property Description; Seller's Power and Autl | hority. | |
| Property Description, Sector 3 Fower that Auditorian Property known as 2320 County Road 139 in the County of Seneca. Zip 14521 also known as Tax No. any other improvements and all rights which the Se | _ N Town □ City □ Village of Ovid | , State of New York, including all buildings and |
| any other improvements and all rights which the Se | ller has in or with the property. Approx | imate Lot Size: 1.07 |
| Description of buildings on property: Seller represents to Buyer that; (i) Seller owns the parties of the parties of the process of the parties of the process of the proc | property and has the power and author ds from this sale) to close this transacti | ily to sell it, (ii) Seller is not in bankruptcy, and ion and pay Seller's closing expenses. |
| 2. Offier Items Included in Purchase. Any of the on the property are included in this purchase and detectors, central vacuum system, curtain and travitences, fireplace screens and enclosures, flowers, fixtures, mail box, plumbing systems, septic and prisheds, shrubs, smoke detectors, storm doors, storontainment fencing with transmitter and collar(s), and shades, and the following, if built-in: air conficiency ovens, mirrors, outdoor playsets, ovens their present condition. Other items to be included. | sale, which Seller represents are own verse rods, electric garage door open garbage disposal, heating systems, he fivate water systems, satellite dishes, a sorm windows, sump pumps, swimming wall-to-wall carpeting and runners, wo onditioning (except window units), but is, shelving, stoves, and trash compaction the purchase and sale are: | ned by Seller: All awnings, caroon monoxide er and remote control devices, exhaust fans, oods, humidifier, intercom equipment, lighting screens, security systems and security codes, pool, TV antennae, trees, underground pet ater softeners, window boxes, window blinds asketball apparatus, cabinets, dishwashers, clors. Buyer agrees to accept lhese items in |
| Items excluded are: Seller represents that Seller has good title to all of t | | W. J. P. INV. of Oak for the above |
| Seller represents that Seller has good title to all of the lems at closing. M. Seller shall cause any heating, plumbing, air continue of closing, except forNonc | nditioning, electrical systems and inclu | ided appliances to be in working order at the |
| as a warranty or guarantee after closing. | • | |
| Seller's Property Condition Disclosure Stater (a) Seller has provided Buyer with the attached S (b) Seller has not provided Buyer with Seller's I at closing in lieu of such Statement. (c) Is not applicable. | Seller's Property Condition Disclosure S | Malement. nent, and Seller shall credit Buyer \$500.00 |
| 4. Price & Payment. The purchase price is Ton T | Phousand | Dollars |
| \$ 10,000 Buyer shall receive price shall be paid as follows: (Check and complete [] (a) Seller agrees to pay at closing: []% | e credit at closing for any deposit mad | de hereunder. The balance of the purchase |
| prepaid items. If (b) Official bank draft or certified check at closing ID (c) Mortgage Assumption pursuant to the terms a ID (d) Seller Financing pursuant to the terms and co | and conditions of the Mortgage Assumi | plion Addendum. ndum. |
| Contingencies. Buyer makes this offer subject dates specified (collectively, the "Contingency Dea written notice to the other, provided that the application and prior to any date on which this Continued. | adline Dates"), then cither Buyer or So able contingency has not otherwise be | eller may cancel this contract ("Contract") by een satisfied after the applicable Contingency |
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Seller's Initials

| EI (a) | Mortgage Contingerroy. This offer is subject to Buyer obtaining and accepting a at an interest rate not to exceed |
|------------|---|
| | Mortgage Confingericy. This offer is subject to super obtaining and accepting a at an interest rate not to exceed mortgage loan commitment in an amount not to exceed \$\frac{1}{2}\$ at an interest rate not to exceed \$\frac{1}{2}\$, for a term of |
| | %, for a term of years. Suyer shall immediately apply to the term of any such mortgage of the commitment. The conditions of any such mortgage commitment. The conditions of any such mortgage |
| | |
| | commitment requires replacements, or improvements, Seller shall furnish the requisite materials and have the work done commitment requires replacements, or improvements, Seller shall furnish the requisite materials and have the work done commitment requires replacements. The waver if the cost of doing so exceeds \$\(\frac{1}{2}\) \tag{Seller shall not be} |
| | before closing, at Seller's expense. However, if the cost of doing so exceeds \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| | |
| | Contract by written notice to Seller, and any deposit shall be returned to Buyer. Acceptance of a written mortgage community |
| | has been aball be deemed a waiver and extistaction of this continuency |
| | Sale and Transfer of Title Contingency. This offer is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum. |
| F1 /c) | Assertion Approval Continuous This Contract is subject to the written approval of allotheys for buyer and belief within |
| 1 (0) | colorder developing Sundays and public bolidays from date of acceptance fine Approval Funds, in this attention |
| | (a) does not provide written approval within the Approval Period of (ii) makes writing objection to or conditionary approved |
| | -(actiontively, the Objections) the Contract within the Approval Period and the Objection is not cured by writen approval by both |
| | attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with a |
| • | converte any atterney listed below) in writing that no approval has been received and Inal the noticed pany has live (5) calendar |
| | dove inclusive of Sundays and public holidays, from receipt of the notice (Grace Penod) to provide written attorney approval or |
| | disconrevel of the Confract. The contrast attended shall provide to the noticed Darly (Will) a CODY to any attended below, a |
| | come at the approving attorney's approval letter, whether conditional of not, along with the written houce of the crace rendu. It |
| | written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter |
| | Approval contingency shall be deemed waved by the noticed party and any continuous mane approving another shall be deemed accepted by the noticed party. |
| \Box (a) | Michael of Attacroy Approval Captingoney. This offer is not subject to the Huver's attorney approval. |
| □ (e) | Property Inspection Contingency. This offer is subject to inspection(s) of the property pursuant to the terms and conditions |
| | of the Property Inspection Addendum |
| ISI (f) | Other Contingency(s). Written certification of the Pinger Lakes Regional Land Bank Corporation that the newly placed scotic system is up to code. |
| c fi | e-Closing Inspection. Buyer shall have the right to inspect the property within 48 hours before the time of closing, and Seller |
| 0.0000 | a that all utilities shall be on at that time. Seller shall continue to maintain the property in the condition existing as or acceptance |
| includ | ing, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing, subject to reasonable use, wear, |
| tear a | nd natural deterioration between the date hereof and the closing. |
| 7. Cl | pering Date and Place. Closing shall take place at the <u>Sencca</u> County Clerk's Office or the offices rer's lender on or before <u>November 30</u> , 20 18 |
| of Buy | ver's lender on or before November 30 , 20 18 . |
| 8. Po | esession of Property. |
| M (a) | Buyer shall have possession of the property upon closing, in broom-clean condition, with all keys to the property delivered to |
| (T) /k.\ | Buyer at closing. Seller shall have the right to retain possession for calendar days after closing at the cost of \$ per day inclusive of \$ |
| r1 (D) | real property taxes, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection. At |
| | closing, a key to the property shall be delivered to Buyer. At delivery of possession to Buyer, the property shall be in broom- |
| | clean condition and the remaining keys to the properly shall be delivered to Buyer. |
| □ (c) | Buyer shall have right of early possession for calendar days prior to closing at the cost of \$ per day inclusive of |
| | real property taxes, plus utilities, continuation of lawn, landscaping, poot, and snow maintenance, and refuse collection. At possession, the property shall be in broom-clean condition and a key to the property shall be delivered to Buyer; the remaining |
| | keys shall be delivered to Buyer at closing. |
| In the | event of retained possession or early possession, the parties shall enter into a written possession agreement, the form of which |
| shall b | be the Monroe County Bar Association's recommended form. The agreement shall require a security deposit of \$ |
| 9. He | presentations Pertaining to the Home Equity Theft Prevention Act ("HETPA") (check at least one). |
| 图 (a) | Buyer. Buyer represents to Seller as of the date of acceptance that Buyer is acquiring the property to use the property as |
| | Buyer's primary residence and that Buyer will occupy the property as Buyer's primary residence. |
| F1 75A | OR Seller. To Seller's actual knowledge, Seller represents to Buyer as of the date of acceptance that there is no active lis pendens |
| LJ (D) | filed against the property to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings |
| | Law, the properly is not on an active property tax lien sale list, and Seller is not two (2) months or more behind in Seller's |
| | mortgage payments with respect to the property. |
| MARIA | NING: THIS CONTRACT FORM CANNOT BE USED IF THIS TRANSACTION IS COVERED BY THE HOME EQUITY THEFT |
| PREV | TENTION ACT (Section 265-a of New York Real Property Law). |
| | |
| | |

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Purchase and Sale Contract for Residential Property

Soller's Initials

- 10. Title and Related Documents. Seller shall deliver at Seller's expense:
- A. At least 15 calendar days prior to the closing date, to Buyer or Buyer's attorney, (i) a draft of the proposed deed, (ii) abstract of title, fully guaranteed tax and U.S. Court searches, all dated or re-dated after the date of acceptance, with a local tax certificate for Village or City taxes, if any (all of which shall be continued to and including the day of closing at Seller's expense), and (iii) an instrument survey map dated after the date of acceptance, certified and prepared to meet the standards of the Monroe County Bar Association and Buyer's mortgage lender; and
- B. At the closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's, Administrator's or Trustee's Deed, if Seller holds title as such), (ii) carbon monoxide detector and smoke alarm affidavits, (iii) documents required by law, (iv) documents required by Buyer's lender, provided there is no cost or liability to Seller, and (v) assignment of leases and transfer of security deposits, if any.
- 11. Marketability of Fitte. Seller shall convey good marketable title to the property in fee simple, free and clear of all liens and encumbrances. However, Buyer agrees to accept title to the property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within 10 feet of lot lines which do not interfere with any existing improvements on the property or with any improvements that Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes, and (c) except for waterfront properties, fences encroaching one foot or less onto the property, provided the fence placement does not impair access to the properly from a right of way or cause the property to be in violation of any restrictive covenant, easement, or agreement of record or of any building, zoning or subdivision code.
- 12. Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that title to the property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the closing or (b) is able to insure the title objection and. Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the closing, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the deposit shall be returned to Buyer.
- 13. Transfer Tax, Recording Costs, Wortgage Tax and Closing Adjustments. Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. If the purchase price is \$1,000,000.00 or more, then the additional transfer tax identified in Section 1402-a of the Tax Law shall be paid by the 🗆 Seller 🗀 Buyer (check one). Buyer will pay for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the closing date: taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges. FHA mortgage insurance shall be adjusted in accordance with the FHA formulae.
- 14. Certificate of Occupancy. If applicable laws require, Seller shall apply for a Certificate of Occupancy for the property no less than ten calendar days after acceptance and furnish it before closing. However, if the cost of obtaining the Certificate of Occupancy exceeds Seller shall not be obligated to provide the Certificate of Occupancy, and Buyer will be allowed either to receive a credit at closing for the above amount, or to cancel this Contract by written notice to Seller, and any deposit shall be returned to Buyer.
- 15. Zoning/Building Code Compliance. A. Zoning Code Compliance. Seller represents to Buyer that the property is zoned for use as a Single family residence and that the property is in compliance with applicable zoning codes and ordinances.
- B. Building Code Compliance. (check only (i) or (ii) below):
- IN (i) Seller shall not provide any certificates of compliance or any other evidence that the improvements which are a part of the property comply with building codes and ordinances.
- L1 (ii) Seller shall provide a certificate of compliance or other comparable proof of compliance with building codes and ordinances from the applicable municipality for the following improvements checked, but for no others (check all that apply): [] basement living area, [] building addition, [] converted 3rd floor living area, [] deck, [] fence, [] gazebo, [] hot tub, [] playset, [] pond/fountain, [] pool, [] shed/outbuilding, [] wood stove/freestanding fireplace, [] other: (list)
- However, if the cost of obtaining the certificates or other comparable proof of compliance for the improvements checked above exceeds in the aggregate, Seller shall not be obligated to provide such certificates or other proof of compliance and the Buyer will be allowed either to receive a credit at closing in the above amount or to cancel this Contract by written notice to Seller, and any deposit shall be returned to Buyer.
- 16. Risk of Less. Flisk of loss or damage to the property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's deposit is to be returned. 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.
- 17. Condition of Property. Buyer agrees to purchase the properly and any items included in the purchase AS IS except as provided in paragraph 2, subject to reasonable use, wear, tear, and natural deterioration between now and closing. However, this paragraph shall not relieve Seller from furnishing a Certificate of Occupancy as called for in Paragraph 14 and/or certificate(s) of compliance as called for in Paragraph 15, If applicable.
- 18. Service's. Seller represents the proporty is serviced by: 🛭 Electric, 🗆 Fuel Oil, 🗀 Gas (Natural), 🗀 Propane, 🖾 Public Sewers, 디 Public Water, 또 Septic System, 저 Welt, 디 Other

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Purchase and Sale Contract for Residential Property

Selier's Initials

| 19. Deposit to Listing Broker. Buyer in the form of a | El has deposited El will deposit within two cal- with | endar days of acceptance \$(Escrow Agent) af |
|---|---|---|
| - Saller is allowed to retain the deposit to | (Bank), which deposit is to become part of any reason not the fault of the Buyer. If Bu be applied to Seller's damages and may purs any real estate brokerage commission paid by | (Escrow Agent) af |
| 20. Real Estate Broker. □ (a) The parties agree that □ (b) It is understood and agreed by Bu | yer and Seller that no broker brought about th | brought about this purchase and sale. iis purchase and sale. |
| | e on, 20, al | |
| 22. Responsibility of Persons Unde each person and any party who takes of this Contract. If more than one person position, will be fully responsible for kee not be assigned by either without the off | r This Contract; Non-Assignability. If more over that person's legal position will be respon a signs this Contract as Seller, each person oping the promises made by Seller. However ner's consent. | re than one person signs this Contract as Buyer, nsible for keeping the promises made by Buyer in or any party who takes over that person's legal r, this Contract is personal to the parties and may |
| Buyer and Seller concerning the purc representations in this Contract shall not | hase and sale of the property. No oral ag survive after closing. | ne record of the complete agreement between the greements or promises will be binding. Seller's |
| Contract shall be made by personal del shall also be mailed by first class prepaidate of the fax transmission. | ivery, overnight courier, first class mail, or by d mail within one calendar day, excluding Satt | red upon recoipt. Delivery of notices under this rfax, provided that the original of the faxed notice urdays, Sundays and public holidays, following the |
| made by overnight courier or first class Sundays and public holidays, following t charges prepaid or charged to sender's notice(s) transmitted shall be deemed the entire transmission has been received, p | mail, the notice(s) delivered shall be deemed the date upon which the notice(s) are deposit account or with the postal service with requir | ned received on the date delivered. If delivery is received one calendar day, excluding Saturdays, led with the overnight courier service with delivery ed postage affixed. If delivery is made by fax, the infirmation from the recipient's equipment that the |
| 25. Addenda. The following Addenda a D Agricultural/Farming Disclosure D All Parties Agreement (FHA/VA) D Electric Availability Et Home Warranty St Lead Compliance | are incorporated into and attached to and mad II Mediation II Mortgage Assumption II Personal Property II Property Inspection II Sale & Transfer of Title Contingency | |
| ia Ciner. Troperty hisparian water | d. 1. S.(20) | |
| Dated: 10/10/18 | BUYER M- | ZEJ C |
| Witness: | BUYER Sto | Leut Frer Henrity / Sewea |
| IT ACCEPTANCE OF OFFER BY S Seller accepts the offer and agrees to se | eller – ei counter offer by sel | |
| Dated: | SELLER | |
| | | |
| | | |
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| Seller's Initials | | Buybr's Initials |

| for Humanity of Seneca County, Inc. Bayard Street Zip: 13148 itatsencea.org (W) 315.568,1190 y, Mirras & Ricci, LLP Street, PO Box 299 Y Zip: 13148 |
|--|
| Zip: 13148 Zip: 13148 (W) 315.568.1190 y, Mirras & Ricci, LLP Street, PO Box 299 Y |
| (W) 315.568.1190 y, Mirras & Ricci, LLP Street, PO Box 299 |
| (W) 315,568,1190 y, Mirras & Ricci, LLP Street, PO Box 299 Y |
| y, Mirras & Ricci, LLP Street, PO Box 299 Y Zip: 13148 |
| Y Zip: <u>13148</u> |
| Y Zip: 13148 |
| |
| |
| |
| 861 Fax: 315.568.2324 |
| N/A |
| |
| Zip: |
| Fax: |
| N/A |
| Fax: |
| |
| |
| |
| |

PROPOSAL

BARTLETT WELL DRILLING 3004 TYLER ROAD NEWARK, NY 14513 PHONE: 315-331-6900

PROPOSAL SUBMITTED TO:

SENECA COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 2320 COUNTY ROAD 139 OVID NY

""ESTIMATE"" FOR: INSTALLATION OF WELL PUMP TO LOW WATER SYSTEM

| INSTALLATION OF GOULDS 10CS07422C SUBMERSIBLE PUMP | \$ 1,715.00 |
|--|------------------|
| EXCAVATION | <u>\$ 400.00</u> |
| | \$ 2,115.00 |

""ESTIMATE"" FOR: LOW WATER SYSTEM

GOULDS J5SH + PRESSURE TANK, 300 GALLON STORAGE TANK, A28 FLOAT, PUMP SAVER & LABOR \$ 3,042.00

TOTAL PUMP & LOW WATER SYSTEM INSTALL ""ESTIMATE" TO HOUSE: \$ 5,157.00

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS

PAYMENT TO BE MADE UPON COMPLETION

THANKYOU DALE BARTLETT 10-11-18