PUBLIC AUCTION

IN REM TAX FORECLOSURE

DATE OF AUCTION: OCTOBER 9, 2019 REGISTRATION – 7:00 A.M.
AUCTION – 9:00 A.M.

PLACE OF AUCTION: BANQUET FACILITY
7708 NIAGARA FALLS BLVD., NIAGARA FALLS, NY

SCHEDULE A - CITY-OWNED PROPERTIES ACQUIRED THROUGH IN REM TAX FORECLOSURE JUDGMENT OF SUPREME COURT, NIAGARA COUNTY (INDEX NO 168221/2019)

SCHEDULE B - PARCELS DIRECTED TO BE SOLD BY IN REM TAX FORECLOSURE JUDGMENT OF SUPREME COURT, NIAGARA COUNTY (INDEX NO. 168221/2019)

SCHEDULE C - CITY OWNED PROPERTIES ACQUIRED THROUGH IN REM TAX FORECLOSURE JUDGMENTS OF SUPREME COURT, NIAGARA COUNTY (INDEX NOS. 136843, 144704, 151237, 156206 AND 162265/2017)

SCHEDULE D - PARCELS DIRECTED TO BE SOLD BY IN REM TAX FORECLOSURE JUDGMENT OF SUPREME COURT, NIAGARA COUNTY (INDEX NOS. 151237 AND 156206)

NOTICE IS HEREBY GIVEN THAT THE CONTROLLER OF THE CITY OF NIAGARA FALLS WILL OFFER FOR SALE AND SELL (SUBJECT TO CITY COUNCIL APPROVAL), THE REAL ESTATE HEREINAFTER DESCRIBED ON SCHEDULES A, B, C and D. EACH PROPERTY WILL BE OFFERED FOR SALE AND WILL BE SOLD TO THE HIGHEST BIDDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. All parcels of real property offered for sale shall be sold to the **HIGHEST BIDDER** for cash.

2. A deposit must be paid **IMMEDIATELY** in United States funds in **CASH, MONEY ORDER, CERTIFIED CHECK OR TRAVELER'S CHECK** to Auctions International at the time of sale in an amount equal to the lesser of twenty percent (20%) of the bid price; but in no event less than $300.00 or the actual bid price, together with the auctioneer's fee of ten percent (10%) of the bid price with a minimum of $25.00.

3. The balance of said bid price and taxes under Paragraph 6 of these terms shall be required to be paid in **CASH, MONEY ORDER, CERTIFIED CHECK or TRAVELER'S CHECK** to the City Controller at the City Controller's Office in the City Hall of the City of Niagara Falls, New York, within thirty (30) days after the approval and confirmation of said sale by resolution of the City Council of the City of Niagara Falls. **NO SALE SHALL BE CONTINGENT UPON THE SUCCESSFUL BIDDER OBTAINING ANY TYPE OF FINANCING.**

4. The City Controller and/or auctioneer is not required to send any notice to the successful bidder, and if said bidder fails to appear at the closing and at the time and place above fixed therefor to receive his deed, he will be charged with **INTEREST AT 12% PER ANNUM** thereafter on the whole amount of his purchase price, unless the City shall deem it proper to extend the time for the completion of said purchase.

5. The City Controller, at his option, may, if the bidder fails to appear at said closing or fails to contact the City Controller to request and receive an extension of time, declare said bidder in default and retain all moneys paid on account of the purchase as liquidated damages for the City of Niagara Falls, New York.

6. All parcels of real property offered for sale herein are offered without warranty of title and all conveyances shall be made by quitclaim deed only, subject to payment by the purchaser of the 2019-2020 School Tax (1st and 2nd installments) and the 2019 City Tax (2nd installment) and current water/sewer bill. All property is sold subject to the liens of all taxes and water bills levied after the Auction date.

7. The highest bidder of any parcel of real property, or any portion thereof, shall **IMMEDIATELY**, at the time and place of sale, sign a memorandum of his purchase, and an agreement to comply with the terms and conditions herein contained. **THERE WILL BE NO ASSIGNMENT OF BIDS, EXCEPT AS SET FORTH IN PARAGRAPH 24.**

8. The successful bidder shall be required to accept the real property in its "**AS IS" CONDITION ON THE DATE OF THE AUCTION.** The risk of loss or damage by fire, vandalism or other cause (except by taking under the power of eminent domain) between the time of sale and delivery of the deed, is assumed by purchaser. **The successful bidder shall allow access to the property for inspection by the City's Code Enforcement Department and, if necessary, cause the property to be brought into conformity with all Building Code requirements within such time period as directed by the Director of Code Enforcement, but in no event later than October 1, 2020.**

9. The City reserves the right to sell certain contiguous parcels as one single unit or separately as individual units depending upon which method is most advantageous to the City.

10. All biddings will be kept open after the real property is struck down, and in case any bidder shall fail to comply with any of the terms and conditions of sale herein contained, the premises so struck down to him will be again put up for sale under the

direction of the City Controller, under these same terms and conditions of sale, without application to any court, unless the City of Niagara Falls, New York shall elect to make such application.

11. Premises will be taken subject to all zoning ordinances and building restrictions in effect at time of closing, any easement restrictions of record, and subject to the right of redemption, if any, of the United States of America.

12. The City will not furnish an abstract of title or survey, which the successful bidder will provide, if he deems one necessary.

13. Subject to all pending assessments, if any, which the purchaser will assume and pay.

14. Subject to the rights, if any, of the tenants and persons in possession.

15. The City of Niagara Falls reserves the right to withdraw any parcel of real property from this sale and to reject any and all bids and sales.

16. In the event it should appear at any time after the sale, but before the closing, that the premises are required for public use, the City, at its option, may cancel the sale, and the City's liability in such event shall be limited to the return to the successful bidder of all payments made to the City on account of the purchase and that thereupon the parties shall be mutually released from any and all obligations as a result of such purchase.

17. Although the successful bidder shall be bound by his executed memorandum of purchase referred to in Paragraph 7 above, such sale shall not be binding upon the City until such sale shall have been approved and confirmed by subsequent resolution and vote of the City Council of the City of Niagara Falls, New York, and that prior to such approval and confirmation the City will have the right to reject any or all bids and sale pursuant to Paragraphs 15 and 16 and for any other or no reason.

18. The City of Niagara Falls assumes no liability for any errors in descriptions of premises contained in any advertising or brochure. All interested persons are advised to view property and verify location given on advertisements, publications or brochures with records in the City Assessor's Office.

19. Lists, sketches and photographs are provided to assist prospective bidders. No guarantees or warranties as to accuracy are made. Neither the City of Niagara Falls nor the auctioneers assume any liability or responsibility for any errors, mistakes or omissions. The auctioneers are the agent of the City.

20. The successful bidder shall be responsible for legal removal of all persons occupying premises upon delivery of deed, and shall not be entitled to collect rents, etc. until after delivery of the deed.

21. **THE SUCCESSFUL BIDDER HAS NO RIGHT TO ENTER INTO OR ONTO THE PROPERTY PRIOR TO DELIVERY OF THE DEED.**

22. All bidders will comply with the requirements and procedures of Chapter 1137 of the Codified Ordinances of the City of Niagara Falls entitled "Landlord Rental and Property Owner Registration" including, but not limited to, registration, payment of registration fee and the designation of a local agent, if required, prior to delivery of the deed.

23. In the event the successful bidder is a natural person and wishes to, prior to closing, assign his or her bid to a corporation or limited liability company, such assignment may be made subject to the assignee being bound by all of the terms and conditions set forth herein.

24. If the bidder is a corporation or a limited liability company, or the bid is assigned to a corporation or limited liability company, prior to transfer of title the bidder will submit a Certificate of Good Standing from the New York Secretary of State.

25. A quitclaim deed will be prepared for delivery and recorded by the City of Niagara Falls within approximately four (4) weeks after payment of the balance of the bid price and all taxes required to be paid under Paragraph 6 of these terms. The successful bidder shall be liable for and pay to the City all necessary recording fees and transfer taxes at closing. These fees will be computed by the Department of Law prior to closing, and payment of these fees shall be made by **SEPARATE CERTIFIED CHECK OR MONEY ORDER** payable to the **Niagara County Clerk** and the payment given to the Department of Law.

26. Neither the Controller nor the City of Niagara Falls will be liable to the bidder or purchaser either before or after delivery of deed, for any sum in excess of the bid price.

27. The Controller shall have the right to refuse the transfer of title to any individual, corporation or entity found by the City to be delinquent in tax payments on any real property located in the City of Niagara Falls, to have lost property in a City of Niagara Falls In Rem proceeding since January 1, 1990, or to have outstanding housing violations at the time of execution of the memorandum of purchase. Upon such findings of delinquency, **ALL MONIES DEPOSITED SHALL BE FORFEITED BY BIDDER.**

28. A successful bidder shall close on **ALL** parcels for which he or she is the successful bidder. **FAILURE TO CLOSE ON ALL PARCELS WILL RESULT IN THE FORFEITURE OF ALL MONIES DEPOSITED ON ALL PARCELS.**

29. The provisions of these terms of sale shall survive the closing and delivery of the deed by the City.

NOTE: THE FOLLOWING TERMS OF SALE APPLY ONLY TO THOSE PARCELS ON SCHEDULES "B" and "D", NOTWITHSTANDING ANY TERM ABOVE TO THE CONTRARY.

30. The City Controller reserves the right to bid an amount not to exceed the total amount of all unpaid tax and other City liens, including penalties and interest, and to become the purchaser thereof, the purchase price which shall be satisfied by the aforesaid tax liens.

31. Deeds shall be in the form of a Referee's deed executed by the Controller.

32. City Council approval of the bids is not required.