

**City of Mount Vernon**  
**Terms and Conditions of the Auction of City-Owned Properties**

1. For the purpose of these Terms and Conditions, Parcel(s) shall be defined as a section, block and lot number.
2. The purchaser of said premises will, at the time and place of sale, sign a memorandum of purchase and an agreement to comply with the terms and conditions of sale therein contained. Twenty five (25%) of the purchase price will be required to be paid to the Comptroller of the City of Mount Vernon at the time and place of sale, in the form of cash or certified check, bank check or money order.
3. All deposits must be paid in full for all successful bidders by the end of the auction. Any successful bidder, who fails to tender the deposit at the end of the auction, will be prohibited from participating in future City auctions. Any parcels for which the City did not receive deposits by the end of the auction will be considered to be defaulted. If a purchaser fails to close on the parcel(s) with respect to which he/she was the successful bidder on at the auction, he/she will be prohibited from participating at future auctions held for the City. Additionally, if a declared highest bidder at the auction leaves the auction without making the required deposit, he/she will be prohibited from participating in future auctions held by the City and, moreover, the City reserves the right to take legal action against this high bidder.
4. **The purchaser shall be not be a member of the Mount Vernon City Council or officer or employee of the City, or a person receiving a salary or compensation from funds appropriated by the City. Further the purchaser shall not be a partner, agent, servant or employee of a member of the City Council, nor an officer, employee or business partner or member of any firm, company or business where City Council member is an owner or has an interest.**
5. Evictions, if necessary, are the sole responsibility of the successful bidder after the closing and recording of the deed.

6. The bidding will be kept open after the property is struck down. If a purchaser shall fail to comply with the terms of sale, at the discretion of the Comptroller under these same terms of sale at the option of the seller, and in any event the purchaser shall forfeit the twenty-five percent (25%) deposit money as partial liquidated damages and be held liable for any deficiency which may result from such re-sale. under the direction of the Comptroller.
7. If the successful bidder fails to tender such amount due by the end of the auction on April 27, 2016 the City may, but is not obligated to, offer any unsold property to the second (2) highest bidder and/or any other purchaser.
8. The deed to be delivered will be a quitclaim deed without covenants against the grantor and the premises will be sold subject to the following conditions all of which shall be incorporated in the deed:
  - (1) Any state of facts, including changes in street lines or grades, which an accurate survey or personal inspection may show;
  - (2) Zoning ordinance and all municipal codes and regulations and violations thereof, if any;
  - (3) Restrictive covenants, conditions, agreements, right of way and easements, if any;
  - (4) Rights of lessees, persons or tenants in possession;
  - (5) If at the time of delivery of the deed, the premises or any part of thereof shall be affected by any assessment which is or may become payable in annual installments, the purchaser shall take title subject to all installments which may be due and payable subsequent to the date of the delivery of the deed herein mentioned;
  - (6) No title to land lying in any street in front of or adjoining said premises is included in this sale.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, habitability or as to the suitability of any for any particular use of occupancy. Properties may contain paint or other similar surface coating material containing lead or other environmental and health hazards. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Purchasers shall be responsible for ascertaining and investigating such

conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead based paint hazards or mold.

11. Upon the closing or in the event a closing is postponed at the request of the purchaser, for reasons other than valid objections to title as determined by the Corporation Counsel, all adjustments including but not limited to taxes, sewer rent, maintenance and repair expenditures of the seller, reasonable management's fees, fuel, water rates, rents and other adjustable items, will be apportioned from the date of closing originally fixed, including interest and mortgage amortization payment(s) and shall be the responsibility of the purchaser.
12. No personal property is included in the sale of any of the parcels owned by the City of Mount Vernon, unless the former owner or occupant has abandoned the same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of the sale.
13. The successful bidder shall be required to, and warrants that he will, accept the parcel(s) and or any improvements thereon, in its "as is" condition as of the date of closing title.
14. The successful bidder, as part of the consideration, shall pay for and furnish at the closing any revenue stamps required to be affixed on the deed, purchase money bond, and mortgage and shall also pay the mortgage tax and the fees for recording the mortgagee and deed, as well as any other conveyance taxes, fees or revenue charges which may be in force at the time of the delivery of the deed.
15. Previously defaulting parties are not allowed to bid. If a purchaser owes any outstanding and/or delinquent taxes to the City of Mount Vernon, those outstanding and/ or delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.

16. The purchaser and the assignee, if any, at the option of the Comptroller, shall be required to submit an affidavit in a form prescribed by the Comptroller wherein it is provided that the purchaser or assignee has not, within the period of three (3) years prior to the date of the affidavit, been the owner of a property acquired from him by the City of Mount Vernon by in rem tax foreclosure unless waived by the Comptroller.

For the purposes of the affidavit, the interest and shares of the purchaser's or assignees' spouse shall be attributed to him; the interest and shares of a corporation shall be attributed jointly or severally to any shareholder or shareholders owning ten (10%) or more of the outstanding voting stock of the corporation; and interests and shares of any shareholder or shareholders owning ten (10%) or more of the outstanding voting stock of the corporation shall be attributed to the corporation; the interest of any partnership, joint venture, association or entity of whatsoever kind shall be attributed to its owners and agents; and the interest of its owners and agents shall be attributed to a partnership, joint venture, association or other entity of whatsoever kind.

In the event such discovery is made after the closing of title, the property will revert to the City of Mount Vernon and all sums paid on account of the Sale shall be retained by the City as partial liquidated damages and the City may avail itself of all available civil remedies and/or criminal sanctions.

17. The right is reserved to the Comptroller to withdraw any parcel from the sale and reject any and all bids.
18. The City, in its sole discretion, may cancel the sale at any time before the actual delivery of the deed. In such event, and also where the City is unable to convey a marketable title, subject to the provisions of paragraph 23 below, the City's sole 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. However, if the purchaser, his successor or assignees is found by the City, in its sole discretion, to have failed to comply with any of the terms or conditions herein, such non-compliance shall be deemed an event of default which shall cause the purchaser or his successor or assignees to forfeit all moneys paid hereunder as partial liquidated damages.

19. The property is sold free and clear of all taxes and installments of assessments for prior years but taxes and installments of assessments for the current year on the basis of the actual assessment shall be apportioned as of the scheduled date for the closing of title. If said property is wholly or partly exempt from taxation for the current year, the purchaser agrees to pay upon the closing of title, as part of the purchase price, the proportionate share of the amount which would be the tax were the property not exempt pay such taxes when restored at the City's option.

In the event said property is or will be on the exempt roll for the year following the current year, the purchaser agrees to pay the full amount which would be the tax were the property not exempt when such taxes are restored by the City.

20. The Board of Estimate and Contract of the City of Mount Vernon, New York, reserves the right and privilege of accepting or rejecting any bid or sales and should said Board reject any bid then and in that event, the only liability of the City shall be the return of any money paid on account of the purchase price of the property, without interest.
21. No assignment of any bid will be recognized unless prior written notice to that effect giving the full name and residence of the assignee, is given in writing to the Corporation Counsel at least ten (10) days before the date set for closing.
22. It is understood and agreed that the sales price herein does not establish the fair market and taxable value of the property.
23. Should title to the premises described in the memorandum of sale prove unmarketable, the only liability of the City shall be to return the money paid by the purchaser to the City on account of the purchase price. Any deed recorded pursuant to RPTL sec. 1136(7) shall be presumptive evidence of full and complete title as provided in RPTL sec. 1136(7) and such title obtained by the City of Mount Vernon, under a final judgement pursuant to RPTL SEC 1136(6) shall be deemed good and marketable.
24. The residue of the said purchase money will be required to be paid in cash or certified check to the Comptroller of the City of Mount Vernon, at the office of the Corporation Counsel in City Hall Mount Vernon, NY before 12 o'clock noon on the 3<sup>rd</sup> day of June 2016 when the deed will be ready for delivery.

25. The Comptroller is not required to send any notice to the purchaser, and if he/she neglect to call at the time and place specified to receive his deed and close title, he will be charged interest thereafter at the rate prevailing per centum per annum on the whole amount of the purchase price, unless the Comptroller shall deem it proper to extend the time for the completion of such purchase.
26. Nothing contained herein shall be deemed to limit the authority of the Comptroller in the conduct of sales to take such steps as may be deemed to be in the best interest of the City of Mount Vernon in the implementation of the standard terms and conditions set forth herein.

Dated: March 18, 2016

The City of Mount Vernon

By:  
Maureen Walker, CPA,  
Comptroller