

City of Rochester Tax Foreclosure Sale
Delinquent Taxes as of July 1, 2023

Tax Foreclosure Auction November 7, 2024 9:00 a.m.
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Index No. **E2024007115**

TERMS OF SALE

All bidders must be registered. Registration will be conducted prior to the commencement of the Tax Foreclosure Auction. The properties described in the Notice of Sale will be sold by the City **on the following terms:**

1. Each Property will be sold to the highest bidder for the amount of the highest bid. The Auctioneer will specify the minimum bid amount.

2. The Purchaser of the property will be required to pay a deposit equal to **Five Thousand and no/100ths Dollars (\$5,000.00)** in cash, bank check, or attorney's trust check payable to "City Treasurer" at the time and place of the Tax Foreclosure Sale, for which the City's receipt will be given.

3. The balance of the Bid Price, together with recording and filing fees—**\$196.25 for 1, 2, or 3 family house; \$311.25 for all others**—will be required to be paid by cash, bank check, or attorney's trust check on or before **November 14, 2024, at 4:00 p.m.**, time being of the essence as to such date, but in no event will payment be accepted by the City prior to November 12, 2024 at 9 a.m..

4. The Properties are sold subject to:

- (a) Any state of facts an accurate instrument survey may show and subject to any facts an inspection of the premises would reveal.
- (b) Building tract restrictions or regulations.
- (c) Easements, covenants, agreements, reservations and restrictions of record, if any, insofar as the same may be in force and effect.
- (d) Rights of tenants and/or occupants in possession, if any.

- (e) The right of the United States of America to redeem by reason of any Federal lien filed by or acquired prior to the date of sale.
- (f) Any building or zoning regulations, restrictions, ordinances and amendments thereto of the City of Rochester, or any agency, bureau, commission, or department with jurisdiction over the property, and any violations or notices of violations issues by the same, including, but not limited to code violations and reapportionment of lot lines.
- (g) Any orders or requirements issued by any governmental entity having jurisdiction over the property and violations of the same, including but not limited to any type of Notice of Pendency filed by the same.
- (h) Demolition Proceedings and/or Orders requiring a Property to be demolished.

5. The City is not required to send any notice to the Purchaser. If the Purchaser fails to pay the balance of the Purchase Price by **November 14, 2024, at 4:00 p.m.**, Purchaser shall, at the City's election, forfeit the Deposit, and the sale shall be canceled, and the City shall offer the property for sale to the second high bidder; in case the second high bidder defaults, the Property will be sold to the City for the City's minimum bid. The City may, in its sole discretion, extend the time for the completion of the purchase.

6. The Purchaser of the Property shall, at the time and place of the Tax Foreclosure Sale, sign a Purchase Commitment agreeing to complete the purchase of the Property in accordance with these terms and conditions. If the successful bidder shall fail to sign said Purchase Commitment and pay the required deposit by the conclusion of the Tax Foreclosure Sale, such parcel will be sold to the second high bidder. At the time of payment of the balance of the Purchase Price, the purchaser must indicate the name of the grantee on the deed to the property in writing. **As a condition of sale, the grantee in the deed must be (1) current on City taxes on all other properties owned by that grantee at the time of the recording of the tax foreclosure deed, (2) must not own any properties in the City of Rochester with open code violations owned in the name of said grantee and (3) all other properties owned by said grantee at the time of the recording of the tax foreclosure deed must have a current certificate of occupancy (where such is required).** Purchaser shall, at the City's election, forfeit the Deposit, in the event that the purchaser is in violation of this term.

7. The Property shall be struck down to the highest bidder upon payment of the deposit and execution of the Purchase Commitment.

8. In addition to the encumbrances previously described, all Properties will be sold subject to all building, zoning and planning restrictions and codes affecting the Properties; and all provisions of the Notice of Sale. It is understood that it is the responsibility of bidders to have checked all Properties for location, size, physical characteristics and condition, and legal use. Any Property is sold in an “as is” condition. It is understood that certain Properties may be landlocked, unimproved, and/or not in compliance with building and zoning codes or State or local laws or regulations. The City does not provide an instrument survey map for the property, however, an instrument survey is required for most building and zoning permit applications.

9. Properties are sold subject to the right of redemption of the United States of America. For any Property subject to a Federal tax lien, the United States of America has the option to redeem the Property. In order to redeem, the United States would have to reimburse the successful bidder for the amount of the Bid Price paid at the auction, and the Property would be conveyed to the United States of America.

10. Acknowledgment of the terms and conditions of the Notice of Sale is herein made and is hereby incorporated by reference.

11. It is understood that Purchaser will receive a Corporation Counsel’s deed which conveys only such title as can be conveyed by the Corporation Counsel as a result of the Tax Foreclosure Sale. The City of Rochester is not responsible to provide Purchaser with an abstract of title, title insurance, or an instrument survey map. In the event that the Purchaser can show that the title to be conveyed is uninsurable, the sale will be canceled and the Deposit returned to the Purchaser. In the event title to be conveyed is uninsurable, the obligation of the City of Rochester shall be limited to the return of the Deposit. In no event shall the City of Rochester be liable for any damages, claims, remedies, sums of money, or other relief, other than to return said Deposit.

12. The lots and parcels will be sold in single parcels only unless otherwise noted.

13. Street addresses are provided for information only. The parcels to be sold consist of that Property corresponding with the referenced tax account number as shown on the official tax maps. Reference to such tax maps should be made for a description of the parcel being sold. The Corporation Counsel’s deed to be delivered shall describe the parcel only by reference to said tax account number.

14. All bidders, including the Purchaser, acknowledge that both the Terms of Sale and Notice of Sale have been presented before commencement of this Tax Foreclosure Sale and each bidder is bound thereby.

15. The City of Rochester makes no representations or warranties, nor shall the

City be bound by any representations, regarding the size, location, condition, legal use or improvements relating to any of the Properties. Any representations or warranties that the Properties are free from contamination by hazardous substances or are not in violation of any statutes, rules, codes or regulations relating to the presence of hazardous substances or the protection of the environment are hereby expressly disclaimed.

16. The City has the right to remove any Property from sale either before or after the Tax Foreclosure Sale, for reasons including, but not limited to: bankruptcy, redemption payments not noted, payments incorrectly applied, failure to notify owner, or failure to notify creditor(s).

17. If the City's title insurance provider is used for a supplemental title search, and the City's provider determines that a race-based restrictive covenant exists in the land records relating to the property, the Purchaser will be required to file an express revocation of such race-based restrictive covenant in the form and manner prescribed by the City.

18. All announcements made at the Tax Foreclosure Sale, including the General Instructions provided to bidders, are hereby incorporated herein by reference and are deemed to be included in these Terms of Sale and shall be binding upon the Purchaser.

Copy received

Signature

Dated: _____