

# PROPERTY PURCHASE & DEVELOPMENT PROPOSAL

## "LOT NEXT DOOR" PURCHASE PROPOSAL

### INSTRUCTIONS



Submit complete proposals to:  
Permit Consultation Office  
City Hall Commons, Room 102; 201 E. Washington Street; Syracuse, NY 13202

The City of Syracuse accepts applications to purchase and redevelop city-owned or tax foreclosable property from the City of Syracuse. Property Purchase & Development Proposals should indicate how your redevelopment project will benefit the surrounding neighborhood, describe in detail the final use of the property, and illustrate your capacity to rehabilitate the property. The *Purchase Offer* and *Property Purchase & Development Proposal* should be accompanied by the attachments described below. Development Proposals are reviewed by City planning staff and an interdepartmental review committee to ensure that plans will benefit the surrounding community.

A list of seizable and city-owned properties is available on the City's website. This list is sorted by neighborhood (a map is available on this website showing neighborhood boundaries and city streets), street name, and then street number. Select "Buy Tax Delinq. Property" from the "I want to" box on in the upper-right corner of the City's homepage: <http://www.syracuse.ny.us/home.aspx>. Properties may also be purchased from the Syracuse Urban Renewal Agency. Properties owned by the agency can be viewed on their website: <http://www.syracuse.ny.us/SURA.aspx>.

The following submittals are required for your application to be considered complete:

(Note: A shortened application is available for Small Residential Vacant Lot program.)

- Purchase Offer (Contract)
- Deposit (check or money order)
- "Lot Next Door" (Small residential vacant lot) Purchase Proposal

With questions regarding the application contact:

Permit Consultation Office

City Hall Commons, Room 102

201 E. Washington Street

(315) 448-4715

Questions and supplemental materials can be emailed to [BuyProperty@ci.syracuse.ny.us](mailto:BuyProperty@ci.syracuse.ny.us)

**Purchase Offer (Contract)**



City of Syracuse  
Real Estate Division  
Room 122 City Hall  
Syracuse, New York 13202

Date: \_\_\_\_\_

**OFFER TO PURCHASE**

- 1) I (We) \_\_\_\_\_ agree to purchase from the City of Syracuse all right, title and interest of the City of Syracuse in and to the following property:  
\_\_\_\_\_
- 2) I hereby offer the City of Syracuse the sum of \_\_\_\_\_ dollars to purchase the above property, **payable as follows**:
  - a) \$ \_\_\_\_\_ cash, representing **10% of the above purchase price or \$500**, whichever is greater. This deposit will be held by the City of Syracuse and will become part of the purchase price. *Make checks payable to the Commissioner of Finance.*
  - b) \$ \_\_\_\_\_ cash, representing the balance of the purchase price which shall be paid to the City at the time of closing. This payment must be made by certified check or money order, *made payable to the Commissioner of Finance.*
- 3) In addition to the purchase price, I agree to pay the following:
  - a) \$150 for the City to have the required title work performed on the subject property, payable within 10 days of written approval of this offer by the Real Estate office. (This fee is used to engage the services of either Salt City Abstract Corp. or another title company to prepare a Certificate of Ownership, required tax seizure notices, and title bringdown at the time of closing.)
  - b) \$ \_\_\_\_\_ to an appraisal, performed by an independent certified appraiser, appointed by the City (see attached fee schedule). This fee is payable at closing.
  - c) All costs associated with recording the deed(s) in the Onondaga County Clerk's Office, payable at closing.
  - d) Subsequent to closing, the cost associated with filing all tax discharge in the Office of the Onondaga County Clerk (\$5.00 per year of delinquency).
- 4) I understand and agree that I have either fully examined the property or have waived my rights to examine the property prior to closing. I understand that I am purchasing the property "As Is" and am accepting it in the condition it will be in on the date of closing. Buyer shall indemnify, defend, and hold harmless, the City of Syracuse from and against, any and all liability, suits, consent orders, administrative actions, and claims, arising from the environmental condition of this property.
- 5) I understand and agree that the City will convey title "As Is," with no warrant of marketability. (Title insurance may be obtained at buyer's expense through Salt City Abstract Corp.

## Purchase Offer (Contract)



- 6) I understand that the City will convey this property subject to easements and rights-of-way.
- 7) I understand and agree that the intended use of this property shall not in any way conflict with the subject property's existing legal land use as specified by zoning rules and regulations of the City of Syracuse.
- 8) I understand and agree to supply the City of Syracuse with a written statement of my intentions for the subject property. (In attached *Property Purchase & Development Proposal*)
- 9) I understand and agree that upon closing and at my expense I will apply for and obtain a Certificate of Adequacy or Certificate of Compliance, as appropriate.
- 10) I represent that there is no real estate broker in this transaction, that no real estate broker or agent has helped bring this sale, and that no commissions will be paid by the City to any broker or agent as result of this sale
- 11) Buyer understands and acknowledges that the City has relied on the representations made by buyer and agrees and stipulates that if buyer has provided any information under this contract to purchase which is incorrect or becomes incorrect at any time during the term of this agreement, the buyer shall be deemed in breach of this contract to purchase and the City shall have the right, without additional notices to buyer, to declare this contract null and void, and the City shall have the right to retain any and all payments and deposits made by buyer with respect to this agreement as liquidated damages by reason of breach of this contract to purchase.
- 12) I understand and agree that the City reserves the right to retain all money deposited for the purchase of the subject property, in the event the buyer withdraws his offer subsequent to the approval of the sale by the Common Council and the Mayor.
- 13) I understand and agree that if I am an employee or officer of the City, I must inform the Real Estate Division of the nature of such employment at the time this offer is made. This offer shall be null and void if my position of office with the City violates applicable conflicts of interest rules.
- 14) I understand and agree that the City reserves the right to solicit and accept other offers to purchase this property until legislation authorizing the sale is approved by the Common Council.
- 15) I hereby stipulate and swear that I do not own property in the City of Syracuse either individually or collectively through a partnership or corporation, which is tax delinquent; nor am I a party to a Tax Trust Agreement with the City which is in default. I understand that if I own property which is tax delinquent or if I am in default on a Tax Trust Agreement, this offer shall be declared null and void and the City shall retain any and all payments by me to the City in respect to this agreement.
- 16) I understand and agree that the purchase price stated in this contract is affected by the tax delinquent status of this property, as well as by the City of Syracuse's commitment to restoring the property to a tax-paying status; this price therefore in no way represents the market value or assessed value of this property, unencumbered.

**Purchase Offer (Contract)**



- 17) I am not acting on behalf of or as a representative of the current owner or any party holding an interest in the subject property. I understand and agree that if I transfer the subject property, it will not be to the party in which the City of Syracuse exercised its authority for the taking of the Tax Deed.
- 18) I understand and agree that the acceptance of this offer is contingent upon the full satisfaction of the above terms and conditions, and is not final until an ordinance authorizing the sale is adopted by the Common Council and approved by the Mayor. Furthermore, it is understood and agreed that when accepted, this contract is subject to the City's ability to foreclose and acquire title to the subject property, and that the City shall reserve the right to declare this contract null and void in the event that the current property owner is able to resolve the tax delinquency on the property at any time prior to closing, in which event, all monies deposited for the purchase of the property will be returned to the buyer.

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Buyer: \_\_\_\_\_

If corporate entity, please list officers below:

If LLC; please list members below:

Pres. \_\_\_\_\_

\_\_\_\_\_

V.P. \_\_\_\_\_

\_\_\_\_\_

Treas. \_\_\_\_\_

\_\_\_\_\_

Secy. \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**If applicable, attach articles of incorporation for LLC or other corporate entity.**

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**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

NAME: \_\_\_\_\_

(Note: Please PRINT name exactly as it is to appear on deed)

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

SOCIAL SECURITY NUMBER OR TAX ID# \_\_\_\_\_

**Property being purchased as a:**

Vacant Lot



## "Lot Next Door" Small Residential Lot Purchase Application

**Submit completed applications to: Permit Consultation Office; City Hall Commons, Room 102; 201 E. Washington Street; Syracuse, NY 13202**

### Basic Information :

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Applicant Fax: \_\_\_\_\_ Applicant Email: \_\_\_\_\_

### Project Description:

What property are you interested in purchasing?

Is the final use of the property permitted under existing zoning?

☐ Yes

☐ No

Address: \_\_\_\_\_

\_\_\_\_\_

Describe your plans for the property you are interested in purchasing—landscaping, off-street parking, construction of any structures, etc.—attach a sketched site plan of the property, if necessary.

See pricing schedule for non-buildable residential vacant lots (over):

Purchase Price: \_\_\_\_\_

Please indicate the amount of capital you have available and are willing to invest in the property.

Funds available for development: \_\_\_\_\_

Please indicate the time you expect will be required to complete the project. (Typical time frame is one year, but depends on complexity of the proposal.)

Duration of project: \_\_\_\_\_

### Applicant Information:

Does the applicant have own (in full or in part) any other real estate within the City of Syracuse?

☐ Yes

☐ No

If Yes, Please list the address of each piece of real property below that the applicant has an ownership interest in within the City of Syracuse, and indicate whether that property is owned by you as an Individual, or as a member, partner, principal of an LLC, Corporation, Partnership or other entity. **If needed, please attach additional pages.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there any open code violations or delinquent taxes or water bills on any of the properties you currently own or have an ownership interest in? If yes, please explain.

Please note: Application will be rejected for delinquent taxes or water bills, or open codes violations without an adequate explanation.

### Signature Line:

The applicant certifies to the truth of the matters contained in this application and agrees to provide any other documents upon request. The applicant further certifies they read and understand the Purchase & Development Proposal Additional Information Sheet.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Additional Information



Additional information necessary for completing the *Purchase Offer and Property Purchase & Development Proposal*:

### APPRAISAL FEE SCHEDULE

Residential Vacant Lot

\$175

### REDUCED PRICE PROGRAMS

NOTE: All sales and development proposals, for reduced price or appraised value, are subject to review by the property sales committee and approval by Common Council.

#### **Residential Vacant Lot Program**

Residential vacant lots may be purchased by the adjoining property owner for the following pre-determined price:

Buildable Lot, not in <a href="#">SURA Area</a>	Appraised Value
Buildable Lot, In <a href="#">SURA Area</a> (with frontage)	\$0.15/sq.ft
Non-buildable, anywhere (with frontage)	
Lots with no frontage (rear parcel)	\$0.12/sq.ft