

# **TOWN OF GREENBURGH**

## **ANNOUNCEMENT**

**OF PUBLIC**

**AUCTION**

**OF MUNICIPAL PROPERTIES**

**October 30, 2006**

**10:00 AM**

**Greenburgh Town Hall**

**FOR INFORMATION CONTACT**

**TAX OFFICE**

**(914) 993-1512**

## NOTICE OF AUCTION OF REAL ESTATE OWNED BY THE TOWN OF GREENBURGH

Public notice is hereby given that pursuant to court order, I will offer for sale at public auction to the highest responsible bidder the following parcels of land, together with any improvements thereon. Offers will be accepted in the Town Hall Meeting Room, 177 Hillside Ave., Greenburgh, NY on October 30, 2006 at 10:00 A.M.

## PROPERTIES IN FORECLOSURE

Auction No.	Account Number	Tax Map (Vol-Sh-BI-Lot)	Upset Price	Street Address	Description
1	1249900	1-09-0032-5A	\$2,400.00	Main Street	Residential Vacant Land
2	3046940	3-04-0404-35	\$590,000.00	27 Main Street	Multi-Family (beyond 3)
3	3056410	3-18B-0549-9	TBA	41 Hillside Road	Residential Vacant Land
4	4116840	4-32-0703-1018,1019	\$6,000.00	Cliff Avenue	Residential Vacant Land
5	5147190	5-16-0887-5,6,7	\$1,000.00	Winthrop Avenue	Residential Vacant Land
6	6165320	6-01-00000-P23	\$2,100,000.00	Saw Mill River Road	Residential Vacant Land
7	6166600	6-01A-0007-1	Incl. with #6	Alexander Hamilton Ave.	Residential Vacant Land
8	6166605	6-01A-00000-P5A	Incl. with #6	Saw Mill River Road	Residential Vacant Land
9	6166610	6-01A-00000-P5B	Incl. with #6	Alexander Hamilton Ave.	Residential Vacant Land
10	6166620	6-01A-00000-P4	Incl. with #6	Saw Mill River Road	Residential Vacant Land
11	6177592	6-07-1157A-32A-35A	\$3,400.00	Cross Road	Residential Vacant Land
12	7207175	7-14-1352-5	\$100.00	Endicott Avenue	Residential Vacant Land
13	7248150	7-27-1414-15,16	\$18,000.00	Belding Avenue	Residential Vacant Land
14	7255980	7-35-00001-3	\$130,000.00	Old Kensico Road	Residential Vacant Land
15	7289377	7-43A-00002-13A,14A	\$3,000.00	Knollwood Road	Residential Vacant Land
16	8502876	8-27-08272-3	\$30,000.00	Fieldstone Drive	Commercial Vacant Land
17	8582201	8-53-00000-P125	\$100,000.00	Jackson Avenue*	Residential Vacant Land
* Development potential maybe limited by environmental constraints					

The properties listed above will be sold subject to the Terms and Conditions set forth in the attached sheet.

## **TERMS AND CONDITIONS**

1. All offers are subject to final approval by the Greenburgh Town Board;
2. A nonrefundable deposit of 10 percent of the offering price, subject to the provisions of paragraph 10 below, must be received by the Tax Office, (bank check or by bank certified funds) at the time of auction;
3. The balance of such purchase price must be paid in cash or bank check or by bank certified funds within thirty (30) days after acceptance of the offering price, except that one extension of fifteen (15) days may be granted solely within the Town's discretion;
4. Arrangements for delivery of the deed shall be made with the Office of the Town Attorney;
5. Attorney fees are 10 percent of the purchase price or \$400.00, whichever is less, and shall be added to the total purchase price;
6. The purchaser and the Town shall, at the time and place of offer, sign a memorandum of sale and agreement to comply with terms and conditions of sale therein contained;
7. If the purchaser fails to comply with the conditions described above, the property may be offered and sold to any other purchaser in the sole discretion of the Town, with or without public auction, and the original prospective purchaser shall forfeit any deposit to the Town as liquidated damages.
8. Property is sold as-is in all respects, including but not limited to zoning ordinances, covenants, easements and restrictions of records, existing tenancies and/or pending litigation, if any, and to the terms and conditions of sale as contained in the Notice of Auction;
9. The deed issued shall be a Quitclaim Deed;
10. The Town reserves all rights to accept or reject any bid within its sole discretion. Any deposits with respect to rejected bids shall be refunded.

Further information on the above properties may be obtained from the Office of the Receiver of Taxes, Greenburgh Town Hall, 177 Hillside Avenue, Greenburgh, New York (914) 993-1512.

**DAVID C. DWINELL**  
**RECEIVER OF TAXES**

**BINDER AGREEMENT  
FOR THE PURCHASE OF REAL PROPERTY  
FROM THE TOWN OF GREENBURGH, NEW YORK**

THIS AGREEMENT, made this October 30, 2006, between \_\_\_\_\_  
residing at \_\_\_\_\_ (Buyer) and the  
Town of Greenburgh with offices at 177 Hillside Avenue, Greenburgh New York 10607  
(Seller). Buyer hereby agrees to purchase and Seller agrees to sell the property described as:

Street Address:  
Volume/Sheet/Block/Lot(s):  
Tax Account Number:

Upon the following terms:

Total Sale Price:	\$ _____.
*Down Payment:	\$ _____.
*Balance due:	\$ _____.

**\* (cash, bank check or certified funds only)**

Attorney fees are 10 percent of the purchase price or \$400.00, whichever is less, and shall be added to the total purchase price;

Closing Date: not later than December 1, 2006. Time is of the essence unless otherwise agreed by the Seller in writing. Delay by Seller shall not constitute waiver of this term.

Deed Type: Quitclaim. Seller will transfer its interest in the property in "as is" condition in all respects, including but not limited to zoning ordinances, covenants, easements and restrictions of records, existing tenancies and/or pending litigation, if any, and to the terms and conditions of sale as contained in the Notice of Auction;

The following shall not constitute objections to title: survey, title, obtainment of mortgage, condition of property, tenancies, or any other condition, unless otherwise agreed by Seller in writing. Down payment shall be deemed liquidated damages and forfeited to Seller in the event of a failure to close, unless such failure is occasioned by Seller. This agreement is binding and will remain in full force and effect unless or until same is replaced or superseded by a further and more complete agreement between the parties hereto.

BUYER:

SELLER:  
TOWN OF GREENBURGH

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

\_\_\_\_\_  
By: DAVID C. DWINELL  
Receiver of Taxes and Enforcing Officer