

**TERMS OF SALE**  
**REAL ESTATE AUCTION**  
**37 SOUTH FITZHUGH STREET/AKA 65 WEST BROAD ST.**

PLEASE TAKE NOTICE that the County of Monroe will offer 1 parcel of property located in the City of Rochester, for sale at Sealed Bid Public Auction with bids due on or before Thursday October 31, 2013 at 5:00 p.m. Eastern Standard Time. Bids are to be submitted at 39 West Main Street, Room 304, Rochester, New York 14614.

37 South Fitzhugh Street, contains .35 acre and a 68,625 square foot, seven story building. Hereinafter, shall be referred to as the "Property."

Information on the Property will be available for review on the Monroe County website at [www.monroecounty.gov](http://www.monroecounty.gov) and at the County's Real Property Services, located at 39 West Main St., 3rd Floor, Room 304, Rochester, New York 14614. Information will include, but is not limited to, maps and building information. Additional information is available by contacting Tim Murphy (585) 753-1233 or [tmurphy@monroecounty.gov](mailto:tmurphy@monroecounty.gov).

The auction will be a sealed bid auction:

- 1) The auction is for the Property, both buildings together.
- 2) All bids must be on the County bid document and be accompanied by a ten thousand dollar (\$10,000) bid deposit, in the form of cash or bank check payable to the "County of Monroe".
- 3) Sale will be to the highest bidder if the undisclosed owners reserve is met.

The County will then determine which, if any of the bids meet the reserve amount and will accept the bid that results in the highest net amount to the County.

The Property described in the Terms of Sale will be sold under the direction of **Timothy Murphy** upon the following terms:

1 – The Property will be sold to the highest bidder at or above the reserve amount (the "Buyer") for the amount of the highest bid (the "Bid Price"), subject to the owner's reserve.

2 - The Buyer shall pay a deposit to Monroe County for the purchase of the Property, which such deposit shall be 10% of the Bid Price (the "Deposit"). The Deposit (less the \$10,000 bid deposit submitted by the Buyer with the bid document) shall be in the form of cash or bank check payable to the "County of Monroe" by 5 p.m. on October 31, 2013.

3 - The balance of the Bid Price will be required to be paid by cash, certified check, or bank draft on or before the 30th day of November 2013, **time being of the essence as to such date.**

4 - The Property is sold subject to:

- (a) any state of facts an accurate survey may show and subject to any facts an inspection of the Property would reveal;
- (b) building or tract restrictions or regulations;
- (c) violations of record, if any, now or hereafter against the premises, and any fines, charges, or assessment arising therefrom;

- (d) easements, covenants, agreements, reservations and restrictions of record, if any, insofar as the same may be in force and effect;
- (e) rights of tenants and/or occupants in possession, if any;
- (f) the lien or liens of unpaid taxes, assessments, water and sewer rents, if any;
- (g) the Property is sold in an "as is" condition, subject to all building, zoning and planning restrictions and codes affecting the Property; and
- (h) the responsibility of bidders to have checked the Property for location, size, physical characteristics and condition.

5 - If the Buyer neglects to tender performance at the time and place as specified to receive the deed, Buyer shall, at the County's election, forfeit the Deposit, and be liable for damages as indicated in these Terms of Sale, and the sale shall be canceled, in which event the County may again place the Property for sale at a further auction.

6 - If the Buyer shall fail to comply with any of the above conditions of sale, such Buyer shall forfeit the Deposit and be liable for any deficiency there may be between the Bid Price and that for which the Property may be purchased on any resale, and also for all costs and expenses occurring on such resale.

7 - It is understood that Buyer will receive a Quit Claim Deed. The County is not responsible to provide Buyer with an abstract of title, title insurance or an instrument survey map.

8 - All bidders, including Buyer, acknowledge that the Terms of Sale have been presented before commencement of this Auction, and each bidder is bound thereby.

9 – The Property shall be sold in an “as-is” condition. The County of Monroe makes no representations or warranties, nor shall it be bound by any representations, regarding the size, location, condition or improvements relating to the Property. Any representations or warranties that the Property is 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.

10 - 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 Buyer.

11 - The County reserves the right to reject all bids if the owner's reserve is not met.

Dated: September 16, 2013