

**SUFFOLK COUNTY ONLINE AUCTION SALE  
SURPLUS COUNTY- OWNED REAL ESTATE**



**9:30 A.M. WEDNESDAY, December 1, 2021  
PARCEL NOS. 1 THRU 159**

**Brochure includes 159 parcels**

**TO BE HELD ONLINE AT:**

**<https://suffolk.ny.realforeclose.com>**

**\* PRE-AUCTION REGISTRATION IS MANDATORY \*  
DEADLINE TO REGISTER IS NOVEMBER 23, 2021**

**ONLINE AUCTION REGISTRATION:**

**<https://suffolk.ny.realforeclose.com>**

**STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE**

**NATALIE WRIGHT  
COMMISSIONER DEPARTMENT  
OF ECONOMIC DEVELOPMENT  
AND PLANNING**

**SIDNEY JOYNER  
DIRECTOR OF REAL ESTATE  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT**

For Information:

Web Site: <https://suffolkcountyny.gov/auction>

Hotline: (631) 853-5908

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## **NOTICE**

### **TO BIDDERS AT PUBLIC AUCTION:**

This brochure contains a list of all surplus properties being offered at an auction to be held on the date, time and place shown on the cover. The County hereby reserves its right to withdraw any and/or all of the properties from sale prior to and up to the date of the auction and to make any changes with regard to the general information pertaining to any parcels on the auction list. The County also retains sole authority and discretion to decide upon bidding disputes or questions concerning the auction. The decision of the County shall be final in all such matters.

### **MANDATORY AUCTION REGISTRATION:**

Registration of Purchasers for this online auction is mandatory in order to be eligible to bid at the December 1, 2021 online auction and subsequently purchase property from the County of Suffolk. The Suffolk County online auction of surplus county owned-owned real estate will only be held ONLINE on above mentioned date and times.

All bidders, except third party bidders, shall be required to register prior to the auction as described in paragraph 1 of the "Terms and Conditions of Sale." In the event of third party bidding, the Purchaser/Principal shall be required to register prior to the auction as described in paragraph 1 of the "Terms and Conditions of Sale." Such registration will be a condition of participation in the auction and shall consist of the execution of the attached "Purchaser Registration Form" form designated for use by the Director and may further require providing Official Photo Identification as defined in the "Terms and Conditions of Sale", address, social security number or tax identification number, disclosure statement, or other personal or financial documentation that would verify the identity and financial ability of the person or Business Entity prior to the "closing" final sale transaction. The "Purchaser Registration Form" must be accompanied by all necessary supporting documentation as indicated in the "Terms and Conditions of Sale," and completed in its entirety indicating "Not Applicable" where appropriate. All required forms can be accessed and downloaded from websites: <https://suffolk.ny.realforeclose.com>, and <https://suffolkcountyny.gov/auction>.

Individuals acting on behalf of others not in attendance at the auction must produce a Power of Attorney or other appropriate authorizing documentation, duly executed and notarized. Business Entities are required to provide, on company letterhead and/or with a seal, a resolution of the Business Entity or other appropriate documentation at the time of registration, authorizing the Business Entity's participation in the auction and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the Memorandum of Sale. Business Entities are also required to provide, on company letterhead and/or with a seal, a resolution or other appropriate documentation, prior to the transfer of title, authorizing the purchase of the real property and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the closing documents.

Third party bidding may be accepted provided the Bidder identifies the Purchaser/Principal for whom he or she is acting as an agent and provided the Purchaser/Principal registers as required herein.

The "Purchaser Registration Form" form is available in this brochure on pages 60 - 63 and will be available to be completed online as described in paragraph 1 of the "Terms and Conditions of Sale". **The registration deadline is Tuesday, November 23, 2021.**

PROSPECTIVE BIDDERS ARE STRONGLY ADVISED TO PHYSICALLY INSPECT THE PROPERTIES THEY WISH TO PURCHASE. IT SHALL BE SOLELY THE OBLIGATION OF ALL PURCHASERS TO INVESTIGATE THE PROPERTIES THEY WISH TO PURCHASE AS TO THEIR EXACT LOCATION, PHYSICAL CONDITION, SIZE, STREET REQUIREMENTS AND LEGAL USE **PRIOR TO THE DATE OF THE AUCTION**. BIDDERS ARE ALSO STRONGLY ADVISED TO MAKE ALL INQUIRIES OF LOCAL, STATE AND FEDERAL AUTHORITIES AS TO ANY ZONING, BUILDING OR OTHER REQUIREMENTS WHICH MAY AFFECT THE PROPERTY THEY ARE INTERESTED IN PURCHASING. **THE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS** AS TO ANY AUCTION PROPERTY INCLUDING, BUT NOT LIMITED TO, THE CONDITION, APPLICABLE ZONING AND PERMISSIBLE USE OF THE PROPERTY. IT IS **SOLELY THE OBLIGATION OF THE PURCHASER**, PRIOR TO THE AUCTION, TO THOROUGHLY INSPECT AND TO EXAMINE EACH PARCEL THAT IS PURCHASED.

**PLEASE NOTE: NO SALE WILL BE CANCELLED BASED UPON A PURCHASER'S FAILURE TO INSPECT AND INVESTIGATE THE PROPERTY. EACH PURCHASER MUST ACCEPT THE PROPERTY "AS IS" WITH REGARD TO PHYSICAL CONDITION, EXISTING ZONING RESTRICTIONS AND RESTRICTIONS NOTED WITHIN THE BROCHURE.** PLEASE BE AWARE THAT PURCHASERS WILL BE REQUIRED TO SIGN THE "CERTIFICATION" LOCATED AT THE END OF THIS BROCHURE, WHICH DISCUSSES SUCH MATTERS.

PROSPECTIVE BIDDERS ARE ALSO URGED TO READ THE "**TERMS AND CONDITIONS OF SALE**" LOCATED WITHIN THIS BROCHURE. THESE TERMS AND CONDITIONS COMPRISE THE ENTIRE CONTRACT OF SALE BETWEEN THE COUNTY AND THE PURCHASER. THIS CONTRACT IS LEGALLY BINDING AND ENFORCEABLE AGAINST THE PARTIES INVOLVED. **IT SHALL BE THE OBLIGATION OF THE PURCHASER TO COMPLY WITH EACH AND EVERY TERM AND CONDITION OF SAID CONTRACT.**

Each parcel offered for sale at the auction is designated and sold by its **official Suffolk County Tax Map Number only**. Suffolk County Tax Maps may be viewed at or purchased from the Suffolk County Real Property Tax Service Agency located on the second floor of the County Center at Riverhead. Pursuant to the "Terms and Conditions of Sale", it shall be the responsibility of the Purchaser to obtain any surveys, if necessary or applicable.

**IF THE PURCHASER IS USING A BROKER OR AN ATTORNEY ACTING IN THE CAPACITY OF A BROKER TO BID ON HIS OR HER BEHALF, IT SHALL BE THE PURCHASER'S SOLE RESPONSIBILITY TO PAY THE BROKER'S FEE. THE COUNTY WILL NOT BE RESPONSIBLE FOR NOR PAY ANY SUCH COMMISSIONS OR FEES.**

THE COUNTY **WILL NOT ACCEPT ANY PAYMENTS OF ANY KIND AT ANY COUNTY PHYSICAL LOCATIONS FOR THE ONLINE AUCTION.** Acceptable methods of payment for the online auction are "WIRE TRANSFERS AND ACH DEBIT TRANSFERS", please see the auction website: <https://suffolk.ny.realforeclose.com> for full information.

Some parcels included in this auction will be conveyed subject to a restrictive covenant. See paragraph 31 of the "Terms and Conditions of Sale" for the restrictive covenant which shall be included in the deed of conveyance for improved residential parcels. Said covenant requires ten (10) year occupancy of the premises after closing by the owner or successor owner of the property or his or her children or parents. Therefore this restriction **DOES NOT** prohibit resale of the parcel during the ten (10) year occupancy. **ASSIGNMENTS SHALL ONLY BE AUTHORIZED AS PROVIDED IN PARAGRAPH 17 IN THE "TERMS AND CONDITIONS OF SALE"**. Prospective bidders are urged to inspect these properties thoroughly and to obtain any and all information from the respective Towns and Villages regarding each parcel.

Additionally, in accordance with Local Law No. 40-2007, "A Local Law To Offset the Cost of Maintaining Surplus County Property", there shall be imposed on the purchase of all surplus County property sold at public auction a surcharge for each parcel purchased, in addition to any other fees and/or surcharges imposed, which surcharge shall be collected at closing and in accordance with the Auction "Terms and Conditions of Sale" promulgated by the County Division of Real Property Acquisition and Management, and which surcharge shall be deposited with the Suffolk County Sheriff for the sole purpose of funding the Sheriff's Labor Assistance Program (SLAP) or any successor program thereto. This surcharge shall be collected according to the following schedule:

- A) a 0.5% surcharge on winning bids between \$100 and \$50,000;
- B) a 0.75% surcharge on winning bids between \$50,001 and \$100,000; or
- C) a 1% surcharge on winning bids between \$100,001 and \$250,000, said surcharge to be applied only to the first \$250,000 for winning bids exceeding that amount.

All Purchasers should read the "Terms and Conditions of Sale" prior to bidding on any parcel. Said "Terms and Conditions of Sale" constitute your contract for the purchase of said parcel with the County. Please read them thoroughly.

The content of this brochure is also on the internet at <https://suffolkcountyny.gov/auction>

Division of Real Property Acquisition  
and Management

## GENERAL INFORMATION

1. **AUCTION INVENTORY** - Properties that will be auctioned by the County include parcels forfeited by the prior owners as a result of their failure to pay real property taxes. The County's rights thereto are pursuant to the Suffolk County Tax Act as set forth in Chapter 1195 of the laws of Suffolk County and Article 11 of the Real Property Tax Law of the State of New York, and the period of redemption under said provisions of law are believed to have been extinguished by the tax sale proceedings and/or as a result of forfeiture. Auction parcels may also include parcels acquired by condemnation, but no longer needed as part of the public project. The County reserves the right, in its sole discretion, to withdraw from the auction at any time, any of the properties listed in the Auction Brochure or in any other listing of surplus real property available for auction.
  
2. **OFFICIAL IDENTIFICATION** - For purposes of the auction, each parcel is identified by a district, section, block and lot number as shown on the Suffolk County Tax Map. No other identification is guaranteed. Any other descriptions contained in the auction materials pertaining to any existing structures are approximate only. Purchasers should verify all information relative to each property.
  
3. **TERMS AND CONDITIONS OF SALE** - The "Terms and Conditions of Sale," as set forth on pages 46 - 59 contain complete and detailed information on all terms of this auction sale. The Purchaser is urged to read them carefully. **PURCHASER WILL BE EXPECTED TO ABIDE BY EACH AND EVERY TERM AND CONDITION LISTED THEREIN.**
  
4. **ONLINE AUCTION SALE** - This sale will be conducted as an ONLINE/VIRTUAL Public Auction, not as a sealed bid sale. **The successful Bidder must be preregistered as of November 23, 2021.** All successful bids must comply with the rules found on Suffolk County Online Auction website at: <https://suffolk.ny.realforeclose.com>. **IF YOU FAIL TO CLOSE TITLE YOU WILL FORFEIT YOUR DOWN PAYMENT AND AUCTION FEE.**
  
5. **INFORMATION ON PROPERTIES** - All zoning, building or other land use requirements, taxes, assessed values and any such information with regard to said property may be obtained through the local Towns or Villages in which the property is located. **The Division of Real Property Acquisition and Management is not responsible for such information. It is incumbent upon the Purchaser, independently, to ascertain and verify any and all information which may affect the property.** Under no circumstances will any sale be cancelled or rescinded due to the Purchaser's failure to ascertain and to verify this information.  

The County makes no warranty expressed or implied in connection with any auction sale. Failure of the Purchaser to comply with the published Auction Rules, and "Terms and Conditions of Sale" shall constitute a default and may result in cancellation of a sale and forfeiture of both the down payment and the auction fee.
  
6. **INSPECTION OF PROPERTY** - Anyone intending to participate at the Suffolk County Auction should **fully inspect and complete all investigatory work concerning the property listed herein prior** to the auction sale. The size, exact location, street requirements as well as any other information pertaining to any auctioned property **are approximate and the Purchaser is expected to have previously verified all information relative to said property.**  

Inspection of commercial and industrial properties should not interfere with businesses operating thereon. Entering on the premises at any other time will be grounds for disqualification from the auction and may amount to a trespass subject to prosecution.

7. **REGISTRATION OF BIDDERS** – In the event of third party bidder, individuals acting on behalf of others, being the winning bidder must produce at the closing sale, a Power of Attorney or other appropriate authorizing documentation, duly executed and notarized. Business Entities are required to provide, on company letterhead and/or with a seal, a resolution of the Business Entity or other appropriate documentation at the time of registration, authorizing the Business Entity's participation in said the auction and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the Memorandum of Sale. Business Entities are also required to provide, on company letterhead and/or with a seal, a resolution or other appropriate documentation, prior to the transfer of title, authorizing the purchase of the real property, and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the closing documents.
8. **DURING THE AUCTION** - Each bidder is responsible to follow all instructions provided by the auction vendor found at: <https://suffolk.ny.realforeclose.com>. Additional County auction related information can be found at: <https://suffolkcountyny.gov/auction>.
9. **BROKERS PLEASE NOTE** - THE COUNTY OF SUFFOLK WILL NOT PAY ANY BROKER'S COMMISSIONS OR FEES. IT SHALL BE THE **SOLE** RESPONSIBILITY OF THE PURCHASER TO PAY THE NECESSARY BROKERAGE FEES OR COMMISSIONS IF A BROKER OR ANY ATTORNEY, ACTING IN THE CAPACITY OF A BROKER, IS BIDDING IN HIS OR HER ABSENCE.
10. **PARTICIPATION BY SUFFOLK COUNTY EMPLOYEES PROHIBITED** - County employees and/or their immediate families, whether or not residing with the employees, are barred from participating in this auction. Purchasers will be required to furnish an affidavit at the closing to the effect that the Purchasers are not in such category. See Paragraph 27 of the "TERMS AND CONDITIONS OF SALE" for further information.
11. **CLOSINGS** - The closing of title on Suffolk County properties purchased at auction shall take place on a date determined by the Director of Real Estate. Said closing date will be set upon not less than ten (10) calendar days' notice to the Purchaser. Closings are scheduled after a Resolution authorizing the sale has been approved by the Suffolk County Legislature. **Purchasers should contact the Division of Real Property Acquisition and Management at (631) 853-5926 for further closing information.**
12. **AUCTION FEES** - IN ADDITION TO THE AMOUNT OF A SUCCESSFUL BID, EACH PURCHASER MUST PAY AUCTION FEES AS MORE SPECIFICALLY DESCRIBED IN PARAGRAPH 3 OF THE "TERMS AND CONDITIONS OF SALE" LOCATED AT THE END OF THIS BROCHURE. These auction fees offset the costs associated with this auction such as the costs of legal notice, advertising and auction facilities, and other auction expenses which are incurred by the County.

13. **SURCHARGE** - There shall be imposed upon the purchase of all surplus County property sold at public auction a surcharge for each parcel purchased, in addition to any other fees and/or surcharges imposed, which surcharge shall be collected at closing and in accordance with the Auction "Terms and Conditions of Sale" promulgated by the County Division of Real Property Acquisition and Management, and which surcharge shall be deposited with the Suffolk County Sheriff for the sole purpose of funding the Sheriff's Labor Assistance Program (SLAP) or any successor program thereto. This surcharge shall be collected according to the following schedule:
  - A) a 0.5% surcharge on winning bids between \$100 and \$50,000;
  - B) a 0.75% surcharge on winning bids between \$50,001 and \$100,000; or
  - C) a 1% surcharge on winning bids between \$100,001 and \$250,000, said surcharge to be applied only to the first \$250,000 for winning bids exceeding that amount.
  
14. **TITLE INSURANCE** - THE COUNTY OF SUFFOLK'S **SOLE OBLIGATION** IS TO DELIVER SUCH TITLE AS A REPUTABLE TITLE COMPANY LICENSED IN THE STATE OF NEW YORK WILL INSURE.
  
15. The brochure appears on the internet at: <https://suffolkcountyny.gov/auction>

Below are some examples of abbreviations and terminology used in this booklet:

a/k/a	also known as
approx.	approximately
Ave.	Avenue
betw.	between
Blvd.	Boulevard
Cir.	Circle
C.R.	County Route
Ct.	Court
Dr.	Drive
E/O	east of
E/S/O	east side of
f/k/a	formerly known as
Hwy.	Highway
La.	Lane
N/O	north of
N/S/O	north side of
N/E/C/O	north east corner of
N/W/C/O	north west corner of
opp.	opposite
paper street	any street appearing on a filed map, but not actually cut through or improved
Pkwy.	Parkway
Pl.	Place
P/O	part of
Rd.	Road
R.O.W.	right of way
S/E/C/O	south east corner of
S/O	south of
S.R.	State Route
S/S/O	south side of
St.	Street
S/W/C/O	south west corner of
Tnpg.	Turnpike
W/O	west of
W/S/O	west side of

**TOWN OF BABYLON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
1	0100	039.00	03.00	052.000	E/S/O N. 26th St., 276' N/O Merritt Ave., Wyandanch  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	75' x 100'	\$3,000.00
2	0100	039.00	04.00	014.000	W/S/O N. 21st St., 201' N/O Merritt Ave., a/k/a 94 N. 21st St., Wyandanch  <b>IMPROVED</b>	50' x 100'	\$40,000.00
3	0100	053.00	02.00	025.000	W/S/O S. 31st St., 100' N/O Garden City Ave., a/k/a 118 S. 31st St., Wyandanch  <b>IMPROVED</b>	100' x 100'	\$50,000.00
4	0100	053.00	02.00	093.000	E/S/O S. 29th St., 150' S/O Long Island Ave., Wyandanch	25' x 100'	\$100.00
5	0100	054.00	02.00	089.000	W/S/O S. 28th St., 325' S/O Jamaica Blvd., a/k/a 66 S. 28th St., Wyandanch  <b>IMPROVED</b>	100' x 100'	\$80,000.00

**TOWN OF BABYLON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
6	0100	055.00	02.00	034.000	E/S/O S. 23rd St., 85' N/O Brooklyn Ave., a/k/a 21 S. 23rd St., Wyandanch	50' x 100'	\$15,000.00
<b>IMPROVED</b>							
7	0100	056.00	01.00	066.000	S/S/O Garden City Ave., 50' W/O S. 26th St., Wyandanch  PARCEL BEING SOLD SUBJECT TO THE CONDITIONS OF LOCAL LAW 3-2009 - SEE PARAGRAPH 33 OF THE TERMS AND CONDITIONS OF SALE.	50' x 100'	\$2,000.00
8	0100	056.00	01.00	102.000	N/W/C/O S. 25th St. & Garden City Ave., a/k/a 114 S. 25th St., Wyandanch	100' x 100'	\$75,000.00
<b>IMPROVED</b>							
9	0100 0100	056.00 056.00	02.00 02.00	133.000 134.000	W/S/O S. 20th St. (paper street), 100' S/O Long Island Ave., Wyandanch	100' x 100'	\$10,000.00
10	0100	058.00	03.00	001.000	S/E/C/O Commonwealth Dr. & Deer St., a/k/a 106 Commonwealth Dr., Wyandanch	80' x 100'	\$50,000.00
<b>IMPROVED</b>							

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<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
11	0100	080.00	01.00	028.000	S/S/O Parkway Blvd., 193' W/O Mount Ave., a/k/a 84 Parkway Blvd., Wyandanch  DEED RESTRICTIONS WILL REQUIRE OWNER OCCUPANCY- SEE PARAGRAPH 31 OF TERMS AND CONDITIONS AND THE INSTALLATION OF ADVANCED WASTEWATER TREATMENT SYSTEMS - SEE TERMS AND CONDITIONS	60' x 100'  <b>IMPROVED</b>	\$100,000.00
12	0100	080.00	01.00	029.000	S/S/O Parkway Blvd., 253' W/O Mount Ave., a/k/a 82 Parkway Blvd., Wyandanch  DEED RESTRICTIONS WILL REQUIRE OWNER OCCUPANCY- SEE PARAGRAPH 31 OF TERMS AND CONDITIONS AND THE INSTALLATION OF ADVANCED WASTEWATER TREATMENT SYSTEMS - SEE TERMS AND CONDITIONS	60' x 100'  <b>IMPROVED</b>	\$100,000.00
13	0100	080.00	01.00	097.000	S/S/O State St., 88' E/O Straight Path (a/k/a C.R. 2), Wyandanch	100' x 100'	\$20,000.00

**TOWN OF BABYLON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
14	0100	080.00	02.00	017.000	N/S/O Davidson St., 319' E/O Straight Path (a/k/a C.R. 2), a/k/a 29 Davidson St., Wyandanch  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	70' x 101'  <b>IMPROVED</b>	\$25,000.00
15	0100	080.00	03.00	050.000	N/S/O E. Booker Ave., 121' E/O Schenectady Ave., a/k/a 131 E. Booker Ave., Wyandanch  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	60' x 100'  <b>IMPROVED</b>	\$40,000.00
16	0100	122.00	03.00	026.000	W/S/O Monroe St., 139' S/O Parkway Ave., a/k/a 107 Monroe St., North Amityville  <b>IMPROVED</b>	125' x 100'	\$100,000.00
17	0100	145.00	03.00	006.000	S/E/C/O Columbus Ave. & Cheltenham Rd., West Babylon	41' x 80' x 84' x 80'	\$100.00

**TOWN OF BABYLON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
18	0100	145.00	03.00	065.000	N/W/C/O Colonial Rd. & Neptune Ave., West Babylon	60' x 18' x 74' x 58'	\$100.00
19	0100	169.00	01.00	040.000	N/S/O Steele Pl., 718' W/O Albany Ave., a/k/a 148 Steele Pl., Amityville  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	50' x 152'  <b>IMPROVED</b>	\$10,000.00
20	0100	172.00	01.00	043.000	N/W/C/O Dubois Ave. & Dunbar St., a/k/a 11 Dubois Ave., Amityville  <b>IMPROVED</b>	80' x 100'	\$75,000.00
21	0100	175.00	01.00	036.000	S/W/C/O Edmunds Pl. & Great Neck Rd. (a/k/a C.R. 47), Copiague	86' x 73' x 33' x 50'	\$100.00
22	0100	175.00	01.00	038.000	150' W/O Great Neck Rd. (a/k/a C.R. 47), 50' S/O Edmunds Pl., Copiague  <b>LANDLOCKED</b>	17' x 113' x 67' x 100'	\$100.00

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<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
23	0100	176.00	02.00	071.000	W/S/O Ferraris St., 100' S/O Mazzini Ave., Copiague	100' x 100'	\$40,000.00
24	0100	179.00	04.00	037.000	E/S/O William St., 133' N/O Garden St., a/k/a 36 William St., Copiague	60' x 100'	\$50,000.00
							<b>IMPROVED</b>
25	0100	202.00	02.00	061.000	W/S/O Warren St., 120' N/O Penndale Ave., Copiague	46' x 88' x 75'	\$100.00
26	0100	226.00	01.00	067.000	S/S/O Dewey Pl., 200' W/O Wyona Ave., a/k/a 12 Dewey Pl., Lindenhurst	40' x 100'	\$100,000.00
							<b>IMPROVED</b>
27	0100	228.01	01.00	169.000	The Anchorage Yacht Club, Boat Slip F-41 401 E. Shore Rd., Lindenhurst		\$2,000.00
							<b>WATERFRONT</b>

**TOWN OF BABYLON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
28	0100	228.01	01.00	202.000	The Anchorage Yacht Club, Boat Slip G-75, 401 E. Shore Rd., Lindenhurst		\$2,000.00
							<b>WATERFRONT</b>
29	0100	228.01	01.00	215.000	The Anchorage Yacht Club, Boat Slip G-62, 401 E. Shore Rd., Lindenhurst		\$2,000.00
							<b>WATERFRONT</b>
30	0103	008.00	01.00	064.000	E/S/O N. Indiana Ave., 150' S/O Charles St., a/k/a 380 N. Indiana Ave., Village of Lindenhurst	50' x 100'	\$80,000.00
							<b>IMPROVED</b>
31	0103 0103	020.00 020.00	03.00 03.00	015.000 017.001	N/E/C/O E. Montauk Hwy. (a/k/a S.R. 27A) & Phyllis Dr., a/k/a 280 & 292 E. Montauk Hwy. Village of Lindenhurst	191' x 110' x 190' x 130'	\$250,000.00
							<b>IMPROVED</b>
32	0103	020.00	03.00	019.000	N/W/C/O E. Montauk Hwy. (a/k/a S.R. 27A) & Kramer Dr., a/k/a 308 E. Montauk Hwy., Village of Lindenhurst	50' x 136' x 50' x 141'	\$150,000.00
							<b>IMPROVED</b>

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
33	0200	078.00	05.00	007.000	E/S/O Monroe St., 90' S/O Prince Rd., Rocky Point  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	120' x 100'	\$35,000.00
34	0200	167.00	01.00	032.000	W/S/O Belle Terre Ave., 200' S/O Maryland St. (paper streets), Miller Place	40' x 100'	\$100.00
35	0200	167.00	03.00	023.000	N/S/O Iowa St., 40' W/O Washington Ave. (paper streets), Miller Place	20' x 100'	\$100.00
36	0200	168.00	04.00	005.000	E/S/O Jefferson St., 100' S/O Georgia St. (paper streets), Miller Place	20' x 100'	\$100.00
37	0200	189.00	01.00	001.000	S/E/C/O Georgia St. (paper street) & Miller Place-Yaphank Rd., Miller Place	20' x 53' x 57'	\$100.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
38	0200	240.00	01.00	005.001	N/S/O Whiskey Rd., 252' W/O Miranda Dr., a/k/a 631 Whiskey Rd., Ridge	125' x 175'	\$80,000.00
							<b>IMPROVED</b>
39	0200	240.00	01.00	005.002	175' N/O Whiskey Rd., 245' W/O Miranda Dr., a/k/a 635 Whiskey Rd., Ridge	125' x 200'	\$80,000.00
							<b>IMPROVED</b>
40	0200	311.00	06.00	034.000	N/W/C/O Alden Way & Old Town Rd., Port Jefferson Station	93' x 120' x 67' x 72' x 31'	\$60,000.00
41	0200	339.00	02.00	026.000	N/E/C/O Gaton La. & Grace La., a/k/a 3 Gaton La., Coram	96' x 169' x 130' x 112' x 16'	\$100,000.00
							<b>IMPROVED</b>
42	0200	346.00	04.00	007.000	N/W/C/O Middle Island Rd. & Strand Ave. (paper street), a/k/a 2 Middle Island Rd., Middle Island	84' x 177' x 112' x 198'	\$25,000.00
							<b>IMPROVED</b>

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
43	0200	370.00	06.00	049.002	E/S/O Howe Rd., 305' N/O Hawkins Path, Coram	150' x 100'	\$60,000.00
44	0200	378.00	02.00	010.000	E/S/O Flicker Dr., 335' N/O Maple Rd., a/k/a 17 Flicker Dr., Middle Island	100' x 292' x 100' x 296'	\$150,000.00
						<b>IMPROVED</b>	
45	0200	407.00	02.00	031.000	Strathmore Condominums at Ridge, a/k/a 5-B Williamsburg Ct., Ridge	22' x 33' CONDO	\$5,000.00
						<b>IMPROVED</b>	
46	0200	423.00	06.00	040.000	E/S/O Choate Ave., 356' S/O Washington Ave., a/k/a 17 Choate Ave., Selden	90' x 100'	\$80,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	<b>IMPROVED</b>	
47	0200	452.00	02.00	047.000	E/S/O Erna Dr., 415' S/O Middle Country Rd. (a/k/aa S.R. 25), Coram	100' x 100'	\$50,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
48	0200	477.00	01.00	008.000	N/S/O Mill Rd. (a/k/a Coram Yaphank Rd.), 25' E/O Dryden Ave., a/k/a 559 Mill Rd., Coram	384' x 370'  2.9 acres  <b>IMPROVED, FOUNDATION ONLY</b>	\$100,000.00
49	0200	478.00	01.00	025.000	N/W/C/O Washington Carver Dr. & Norfleet La., Coram	55' x 31' x 155' x 75' x 175'	\$50,000.00
50	0200	479.00	01.00	026.000	S/W/C/O Wilson Ave. & Norfleet La., a/k/a 80 Wilson Ave., Middle Island	100' x 100'  <b>IMPROVED</b>	\$40,000.00
51	0200	479.00	02.00	006.000	E/S/O Wilson Ave., 500' N/O Norfleet La., a/k/a 79 Wilson Ave., Medford	100' x 501' x 100' x 505'  <b>IMPROVED</b>	\$50,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
52	0200	479.00	04.00	017.000	E/S/O Gray Ave., 598' S/O Norfleet La., Medford  PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE AND SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	194' x 450'	\$50,000.00
53	0200	489.00	06.00	012.000	W/S/O Park Hill Dr., 229' N/O Emlu Dr., Selden	76' x 129' x 75' x 120'	\$60,000.00
54	0200	491.00	08.00	015.000	S/E/C/O Rhonda La. & Blue Point Rd., a/k/a 2 Rhonda La., Selden  DEED RESTRICTIONS WILL REQUIRE OWNER OCCUPANCY- SEE PARAGRAPH 31 OF TERMS AND CONDITIONS AND THE INSTALLATION OF ADVANCED WASTEWATER TREATMENT SYSTEMS - SEE TERMS AND CONDITIONS	79' x 93' x 119' x 60' x 31'  <b>IMPROVED</b>	\$150,000.00
55	0200	516.00	05.00	004.000	S/W/C/O Tudor Rd. & Monty Rd., a/k/a 115 Tudor Rd., Centereach  <b>IMPROVED</b>	101' x 31' x 63' x 121' x 83'	\$175,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
56	0200	526.00	02.00	024.000	W/S/O Gray Ave., 100' N/O Cedar La., Medford	100' x 100'	\$30,000.00
57	0200	526.00	06.00	002.001	S/S/O Cedar La., 136' W/O Gordon Ave., Medford	115' x 163' x 115' x 161'	\$30,000.00
58	0200 0200	527.00 527.00	06.00 06.00	014.000 015.000	N/E/C/O Shirley La. & Pine Grove Ave., Medford	80' x 100'	\$25,000.00
59	0200	536.00	04.00	002.003	W/S/O S. Coleman Rd. (a/k/a Ruland La.), 20' N/W/O McNeil Ave., a/k/a 82 S. Coleman Rd., Centereach	100' x 495' x 105' x 527' 1.2 acres	\$150,000.00
							<b>IMPROVED</b>
60	0200	538.00	05.00	001.002	N/E/C/O Mooney Pond Rd. & High View Dr., Selden	243' x 323' x 1165' x various 9.88 ac	\$350,000.00
61	0200	538.00	05.00	001.007	N/W/C/O Mooney Pond Rd. & College Rd., Selden	28' x 628' x various, 55.1 acres	\$1,000,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
62	0200	555.00	01.00	017.000	S/W/C/O Sleepy Hollow Dr. & Carleton Dr. E., a/k/a 617 Sleepy Hollow Dr., Shirley	149' x 175' x 98' x 151' x 63'	\$100,000.00
							<b>IMPROVED</b>
63	0200	628.00	02.00	042.000	N/S/O Rosemont Ave., 105' E/O Berkshire Ave., Farmingville	50' x 120'	\$25,000.00
64	0200	677.10	01.00	039.000	Greenwood Village E/S/O Lime Tree Dr., 87' S/O Greenwood Blvd., a/k/a 1 Lime Tree Dr., Manorville	STUCTURE ONLY	\$50,000.00
							<b>IMPROVED</b>
65	0200	699.00	04.00	004.000	W/S/O California Ave., 200' S/O L.I.E. a/k/a 38 California Ave., Medford	100' x 264'	\$100,000.00
							<b>IMPROVED</b>
66	0200	701.00	03.00	016.001	N/S/O R.O.W., 175' E/O Hagerman Ave., Medford	100' x 118'	\$500.00
							<b>LANDLOCKED</b>

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
67	0200	733.00	02.00	014.002	W/S/O Old Medford Ave., 511' S/O Petty's La., a/k/a 880 Old Medford Ave., Medford	100' x 523'	\$100,000.00
							<b>IMPROVED</b>
68	0200	735.00	03.00	013.006	N/S/O Long Island Ave., 1,490' E/O California Ave., Medford	21' x 208'	\$500.00
69	0200	775.00	01.00	009.000	E/S/O Whitepine Way, 751' S/O Jamaica Ave., Medford	93' x 145'	\$50,000.00
70	0200	786.00	05.00	019.000	N/W/C/O Fulton Ave. & Dover Pl., Mastic	100' x 100'	\$20,000.00
71	0200	794.00	02.00	015.000	S/W/C/O Miller Ave. & Thompson Ave.,	40' x 120' x 101' x	\$500.00
	0200	794.00	02.00	022.000	East Moriches	20' x 60' x 100'	
72	0200	823.00	09.00	048.000	S/S/O Clymer Pl., 269' W/O Fulton Ave., Mastic	40' x 100'	\$500.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
73	0200	850.00	03.00	006.000	W/S/O Candido Ave., 277' N/O Montauk Hwy., Shirley	75' x 125'	\$25,000.00
74	0200	873.00	01.00	080.000	E/S/O South Village Dr., 83' S/O Horizon Gate, Bellport  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	85' x 130' x 106' x 120'	\$25,000.00
75	0200	881.00	03.00	035.000	S/S/O Main St., 240' E/O Madison St., Mastic	60' x 100'	\$5,000.00
76	0200	939.00	07.00	037.000	N/S/O Riverside Ave., 100' E/O Church Dr., a/k/a 85 Riverside Ave., Mastic Beach	75' x 356' x 75' x 355'  <b>IMPROVED, WATERFRONT</b>	\$75,000.00
77	0200	976.00	01.00	018.000	E/S/O Maple Ave. 100" S/O Association Rd., f/k/a 47 Maple Ave., Bellport	80' x 188'	\$30,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
78	0200	976.80	09.00	017.002	N/E/C/O Mastic Rd. & Wilson Ave., Mastic Beach  PARCEL SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	102' x 110' x 100' x 106'	\$10,000.00
79	0200	976.90	15.00	046.000	S/W/C/O Pine Rd. & Alder Dr., a/k/a 78 Pine Rd., Mastic Beach  <b>IMPROVED</b>	84' x 100' x 85' x 100'	\$80,000.00
80	0200	977.90	03.00	041.000 0200 977.90 03.00 042.000	W/S/O Columbus Ave., 100' S/O Plymouth Ave., (paper streets), East Patchogue	100' x 100'	\$2,000.00
81	0200	978.90	11.00	056.000 0200 978.90 11.00 058.000	N/E/C/O Neighborhood Rd. (a/k/a Birch Rd.) & Diana Dr., Mastic Beach	50' x 90' x 94' x 100'	\$10,000.00
82	0200	979.00	12.00	003.000	N/E/C/O Clinton La. & Monroe Dr., Mastic Beach  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	140' x 31' x 32' x 160' x 50'	\$2,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
83	0200	979.00	16.00	087.000	W/S/O Lakeview Dr.180' N/Oneighborhood Rd. Mastic Beach	100' x 100'	\$25,000.00
84	0200	979.00	19.00	041.000	W/S/O Beaver Dr., 215' S/O Neighborhood Rd. (a/k/a Birch Rd.), Mastic Beach	80' x 100'	\$10,000.00
85	0200	980.40	04.00	040.000	N/S/O Brushwood Dr., 363' W/O Oakwood Dr., a/k/a 45A Brushwood Dr., Shirley	50' x 127' x 50' x 123'  <b>IMPROVED</b>	\$20,000.00
86	0200 0200	980.50 980.50	11.00 11.00	037.000 038.000	W/S/O Cranberry Dr., 240' N/O Cedar Rd., Mastic Beach	120' x 100'	\$15,000.00
87	0200	984.30	02.00	011.000	S/E/C/O Grand View Dr. & Lombardy Dr., Shirley  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	75' x 150'	\$25,000.00

**TOWN OF BROOKHAVEN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
88	0204	008.00	03.00	012.000	S/S/O East Third St., 196' E/O Patchogue-Holbrook Rd. (a/k/a C.R. 19), Village of Patchogue	40' x 110'	\$20,000.00
89	0204	008.00	03.00	014.000	50' S/O East Third St., 120' E/O Patchogue-Holbrook Rd. (a/k/a C.R. 19), a/k/a 18 East Third St., Village of Patchogue	80' x 60'	\$30,000.00
<b>IMPROVED</b>							
90	0204	016.10	01.00	051.000	The Landing at Patchogue, Boat Slip 10, 263 River Ave., Village of Patchogue		\$2,000.00
<b>WATERFRONT</b>							
91	0204	017.00	03.00	024.000	N/S/O Pearl St., 72' W/O Rider Ave., a/k/a 39 Pearl St., Village of Patchogue	75' x 108' x 75' x 109'	\$75,000.00
PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE						<b>IMPROVED</b>	

**TOWN OF EAST HAMPTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
92	0300	076.00	05.00	015.000	E/S/O 15th St., 100' N/O Gardiner Ave., East Hampton	100' x 100'	\$50,000.00
93	0300	134.00	01.00	014.000	S/S/O Two Holes Water Rd. (a/k/a C.R. 59), 1,087' E/O Rose Hill Rd., East Hampton	217' x 1,170' x 210' x 1,200'  5.8 acres	\$1,000,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE		
94	0300	155.00	01.00	008.004	E/S/O Town Line Rd., 896' N/O Merchants Path (a/k/a Slough Hwy.), Wainscott	734' x 457' x 753' x 471'  8.4 acres	\$1,500,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE		
95	0300	155.00	02.00	006.001	W/S/O Wainscott Northwest Rd. & E/S/O Six Hole Hwy. (a/k/a Trustees Rd.), Wainscott	620' x 455' x 580' x 194'  3.9 acres	\$1,000,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE		

**TOWN OF EAST HAMPTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
96	0300	159.00	02.00	002.000	N/S/O Cedar St., 309' E/O Fieldview La., East Hampton  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	70' x 458' x 65' x 259' x 5' x 200'	\$5,000.00
97	0300	163.00	08.00	019.000	S/S/O Cedar St., 65' E/O Millers La., a/k/a 31 Cedar St., East Hampton	153' x 115' x 164' x 21' x 108'  <b>IMPROVED</b>	\$600,000.00

**TOWN OF HUNTINGTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
98	0400	022.00	02.00	004.000	northern terminus of Lane L, 113' E/O Cedarvalley La., a/k/a 5 Lane L, Huntington	18' x 150' x 57' x 158' x 52'	\$150,000.00
<b>IMPROVED</b>							
99	0400	078.00	02.00	001.003	S/S/O E. Main St. (a/k/a S.R. 25A), 239' W/O Bankside Dr., Centerport  PARCEL SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	240' x 276' x 193' x 141' x 65' x 119'	\$10,000.00
	0400	078.00	02.00	001.004			
100	0400	093.00	01.00	084.000	W/S/O Cedar Dr., 1,077' W/O Soundview Rd., f/k/a 59 Cedar Dr., Huntington	40' x 254' x 136' x 45' x 146' x 132'	\$125,000.00
PARCEL SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.							
101	0400	137.00	03.00	020.000	W/S/O 9th Ave., 600' S/O W. 11th St., Huntington Station	50' x 150'	\$10,000.00
PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE							

**TOWN OF HUNTINGTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
102	0400	146.00	03.00	025.002	S/S/O E. 5th St., 200' E/O Fairground Ave., Huntington Station	50' x 100'	\$40,000.00
103	0400	159.00	03.00	026.001	N/S/O Croley St., 409' E/O Park Ave., a/k/a 17 Croley St., Huntington	60' x 100'	\$150,000.00
						<b>IMPROVED</b>	
104	0400	169.00	01.00	058.000	W/S/O Kenneth Ave., 50' N/O Carta St., East Northport	50' x 100'	\$10,000.00
					PARCEL BEING SOLD SUBJECT TO THE CONDITIONS OF LOCAL LAW 3-2009 - SEE PARAGRAPH 33 OF THE TERMS AND CONDITIONS OF SALE.		
105	0400	211.00	02.00	022.000	N/S/O Delamere St., 60' E/O Hancock Ave., a/k/a 59 Delamere St., Huntington	100' x 100'	\$50,000.00
						<b>IMPROVED</b>	

**TOWN OF HUNTINGTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>	
106	0400	222.00	01.00	097.000	W/S/O Kirby La., 285' N/O Hedgerow La., a/k/a 14 Kirby La., Commack  PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE AND SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	100' x 100'  <b>IMPROVED</b>	\$150,000.00	
107	0400	274.00	01.00	008.000	E/S/O Burrs La., 110' S/O Ebbtide La., Huntington	912' x 36' x 910'	\$100.00	
108	0400	277.00	04		<b>REMOVED</b>		131' x 285' x 116' x 289'  <b>IMPROVED</b>	\$250,000.00

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
109	0500	009.00	05.00	033.000	S/E/C/O W. 2nd St. & Richmond Blvd., a/k/a 103 W. 2nd St., Lake Ronkonkoma	63' x 100' x 64' x 100'	\$150,000.00
						<b>IMPROVED</b>	
110	0500	010.00	02.00	039.000	S/S/O Richmond Blvd., opp. 3rd Ct., Ronkonkoma	100' x 87'	\$70,000.00
	0500	010.00	02.00	040.000			
111	0500	021.00	01.00	042.000	N/W/C/O Cherokee St. & Valley Drive Rd. (paper streets), Lake Ronkonkoma	200' x 200'	\$60,000.00
112	0500	032.00	01.00	049.000	N/E/C/O Belle Ave. & Boulder St., a/k/a 131 Belle Ave., Ronkokoma	60' x 100'	\$100,000.00
					DEED RESTRICTIONS WILL REQUIRE OWNER OCCUPANCY- SEE PARAGRAPH 31 OF TERMS AND CONDITIONS AND THE INSTALLATION OF ADVANCED WASTEWATER TREATMENT SYSTEMS - SEE TERMS AND CONDITIONS	<b>IMPROVED</b>	
113	0500	033.00	01.00	010.000	W/S/O Locust Blvd., 127' S/O Spruce Dr., Ronkonkoma	71' x 113' x 115'	\$500.00

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
114	0500	055.01	01.00	009.000	The Plymouth Village Condominiums a/k/a 45 Adams Rd. - Unit 1F, Central Islip	CONDO  <b>IMPROVED</b>	\$50,000.00
115	0500	062.00	03.00	039.000	W/S/O Chestnut Ave., 800' S/O Easton St., a/k/a 2338 Chestnut Ave., Ronkonkoma  PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE AND SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	100' x 200'  <b>IMPROVED</b>	\$100,000.00
116	0500	080.00	02.00	002.000	E/S/O Gibbs Rd., 130' S/O Rose Ave., Central Islip  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	145' x 200'	\$45,000.00
117	0500	088.00	01.00	051.000	N/S/O Estelle Ave., 240' W/O Grundy Ave., Holbrook	40' x 100'	\$100.00

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
118	0500	098.00	01.00	035.000	N/S/O Suffolk Ave. (a/k/a C.R. 100), 191' E/O Dow St., Central Islip	75' x 217'	\$50,000.00
119	0500	107.00	02.00	075.000	E/S/O Lincoln Ave., 150' S/O 2nd St., Holbrook	30' x 475'	\$500.00
120	0500	120.00	05.00	085.000	N/S/O Elmore St., 226' W/O Carleton Ave. (a/k/a C.R. 17), a/k/a 275 Elmore St., Central Islip	54' x 100'	\$25,000.00
<b>IMPROVED</b>							
121	0500	122.00	02.00	149.000	S/S/O E. Cedar St., 400' E/O Boulevard Ave., f/k/a 52 E. Cedar St., Central Islip	75' x 100'	\$50,000.00
122	0500	123.00	01.00	021.000	N/S/O Southlawn Ave., 656' E/O Connetquot Ave., a/k/a 257 Southlawn Ave., Central Islip	100' x 300'	\$100,000.00
PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE						<b>IMPROVED</b>	

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
123	0500	142.00	02.00	061.000	S/S/O Willow St., 100' E/O Lowell Ave., a/k/a 4 Willow St., Central Islip  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	75' x 100'  <b>IMPROVED</b>	\$100,000.00
124	0500	143.00	02.00	036.000	S/S/O E. Chestnut St., 250' E/S/O Boulevard Ave., a/k/a 50 E. Chestnut St., Central Islip  <b>IMPROVED</b>	75' x 100'	\$100,000.00
125	0500	166.00	04.00	039.000	N/S/O Magnolia St., 75' E/O Boulevard Ave., a/k/a 41 Magnolia St., Central Islip  <b>IMPROVED</b>	100' x 100'	\$125,000.00
126	0500	201.00	03.00	065.000	S/S/O Wisconsin Ave., 300' E/O Stein Dr., Bay Shore  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	100' x 200'	\$50,000.00

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
127	0500	206.00	01.00	020.000	S/S/O Peach St., 110' W/O Ferndale Blvd., a/k/a 34 Peach St., Central Islip	110' x 200'	\$75,000.00
<b>IMPROVED</b>							
128	0500	234.00	04.00	020.000	S/S/O Debbie Lee La., 560' E/O Arctic Ave., a/k/a 79 Debbie Lee La., Bohemia	63' x 175' x 104' x 52' x 193'	\$220,000.00
<b>IMPROVED</b>							
129	0500	246.00	02.00	071.000	S/S/O 20th Ave., 385' W/O Emkay St., a/k/a 12 20th Ave., Bay Shore	75' x 158'	\$100,000.00
<b>IMPROVED</b>							
130	0500	258.00	03.00	008.009	E/S/O Lincoln Ave., 191' S/O Ort Ct., Sayville  PARCEL SOLD SUBJECT TO ENCROACHMENTS AND/OR EASEMENTS IF ANY.	71' x 205' x 69' x 204'	\$500.00
131	0500	267.00	02.00	055.000	S/E/C/O Dartmouth Dr. & Princeton St., a/k/a 24 Dartmouth Dr., Bay Shore	106' x 150' x 115' x 117' x 53'	\$75,000.00
<b>IMPROVED</b>							

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
132	0500	288.00	01.00	043.000	N/E/C/O Fallon Rd. & Nugent Ave., Bay Shore	34' x 77' x 75' x 77' x 100'	\$1,000.00
133	0500	292.00	03.00	021.000	E/S/O Ohio Ave., 180' N/O Montana Ave., a/k/a 1375 Ohio Ave., Bay Shore  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	90' x 100'  <b>IMPROVED</b>	\$100,000.00
134	0500	302.00	02.00	001.034	The Preserves at Connetquot, W/S/O Eagle Cir., a/k/a 60 Eagle Cir., Bohemia	29' x 85' CONDO  <b>IMPROVED</b>	\$250,000.00
135	0500	317.00	01.00	099.000	N/W/C/O Oakwood Blvd. & Adams Ave., Bay Shore	50' x 100'	\$1,000.00
136	0500 0500	319.00 319.00	01.00 01.00	060.000 061.000	N/E/C/O Freeman Ave. & Sunrise Hwy. (a/k/a S.R. 27), Islip	55' x 100' x 25' x 102'	\$500.00

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
137	0500	321.00	04.00	052.000	S/S/O Jefferson St., 100' E/O Division Ave., a/k/a 22 Jefferson St., East Islip	75' x 136'	\$75,000.00
						<b>IMPROVED</b>	
138	0500	323.00	02.00	007.000	N/W/C/O Atlantic Ave. & Westbury St., East Islip	294' x 40'	\$100.00
	0500	323.00	02.00	008.000			
139	0500	334.00	03.00	001.000	N/W/C/O Railroad St. & Fairview Ave., Bayport	180' x 182' x 31'	\$100.00
140	0500	336.00	02.00	022.000	N/S/O Boulevard Ave., 120' W/O Harvest La., a/k/a 138 Boulevard Ave., West Islip	77' x 150'	\$175,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	<b>IMPROVED</b>	
141	0500	356.00	07.00	006.000	N/S/O Hiddink St., 375' E/O Lincoln Ave., a/k/a 87 Hiddink St., Sayville	30' x 181' x 30' x 182'	\$100,000.00
						<b>IMPROVED</b>	

**TOWN OF ISLIP**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
142	0500	382.00	02.00	040.000	N/W/C/O West Main St. (a/k/a S.R. 27A / S. Country Rd. / Montauk Hwy.) & Garfield Ave., Sayville	104' x 150' x 60' x 107' x 251' x 175'	\$75,000.00
143	0504	012.00	01.00	018.003	N/W/C/O Gibbs Rd. & Bridge Rd., a/k/a 240 Gibbs Rd., Village of Islandia	134' x 188' x 54' x 200'	\$100,000.00
<b>IMPROVED</b>							
144	0504	017.00	02.00	050.000	N/E/C/O Old Nichols Rd. & S. Bedford Ave., Village of Islandia	95' x 24' x 48' x 84'	\$100.00

**TOWN OF RIVERHEAD**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
145	0600	065.00	01.00	022.000	N/W/S/O Oak Dr., 820' S/W/O Doctors Path, Riverhead	52' x 99' x 50' x 99'	\$500.00
146	0600	090.00	01.00	022.000	<b>REMOVED</b>		\$200,000.00
						<b>IMPROVED</b>	
147	0600	102.00	03.00	032.000	S/S/O Harrison Ave., 330' W/O School St., a/k/a 707 Harrison Ave., Riverhead	50' x 197' x 50' x 210'	\$50,000.00
						<b>IMPROVED</b>	
148	0600	128.00	01.00	030.000	W/S/O Griffing Ave., 246' S/O Lincoln St., a/k/a 431 Griffing Ave., Riverhead	55' x 125'	\$150,000.00
						<b>IMPROVED</b>	

**TOWN OF SHELTER ISLAND**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
149	0700	023.00	02.00	105.000	W/S/O Ferry Rd. (a/k/a S.R. 114), 150' S/O Clark Pl., Shelter Island	50' x 812'	\$100.00

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**TOWN OF SMITHTOWN**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
150	0800	038.00	03.00	022.000	N/W/C/O Moriches Rd., First St. (paper street) & Sixth Ave., St. James	70' x 63' x 30'	\$100.00
151	0800	177.00	01.00	070.000	N/S/O Redleaf La., 402' E/O Vanderbilt Motor Pkwy. (a/k/a C.R. 67), a/k/a 11 Redleaf La., Commack	77' x 131' x 83' x 130'	\$250,000.00
						<b>IMPROVED</b>	
152	0800	183.00	03.00	048.000	S/S/O Holiday Park Dr., 360' S/O Cardinal La., a/k/a 40 Holiday Park Dr., Hauppauge	60' x 251' x 157' x 163'	\$275,000.00
						<b>IMPROVED</b>	

**TOWN OF SOUTHAMPTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
153	0900	034.00	02.00	047.000	W/S/O Deerfield Rd. & Old Sag Harbor Rd., North Sea	38' x 3' x 38'	\$100.00
154	0900	096.00	01.00	012.000	N/W/C/O Lake Side Dr. & North Sea Rd., North Sea  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	386' x 84' x 88' x 87' x 570' x 20'	\$70,000.00
155	0900	125.00	02.00	016.000	N/E/C/O Red Cedar Point Rd. & Clairdale Dr., Hampton Bays  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	295' x 313' x 20' x 17' x 233' x 52' x 284' x 27'	\$100.00
156	0900	232.00	03.00	010.000	N/S/O Maylen Dr., 209' E/O Lenape Rd., Southampton  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	105' x 168'	\$1,000.00

**TOWN OF SOUTHAMPTON**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
157	0900	265.00	05.00	002.000	S/S/O Staller Blvd., 135' E/O Ponquogue Ave. (a/k/a C.R. 32), a/k/a 4 Staller Blvd., Hampton Bays  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	76' x 144' x 76' x 143'  <b>IMPROVED</b>	\$150,000.00
158	0900	332.00	01.00	029.000	N/S/O Old Country Rd. (a/k/a C.R. 71), a/k/a 80 Old Country Rd., Westhampton  PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	62' x 1,645' x 67' x 1,608'  <b>IMPROVED</b>	\$10,000.00

**TOWN OF SOUTHD**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
159	1000	101.00	01.00	012.000	N/W/S/O County Rd. (a/k/a Middle Rd. / C.R. 48), 882' W/O Alvah's La., a/k/a 15775 County Rd., Cutchogue	65' x 358' x 60' x 392'	\$125,000.00
					PARCEL BEING SOLD ONLY BY QUITCLAIM DEED AS DESCRIBED AND DEFINED IN THIS BROCHURE	<b>IMPROVED</b>	

## **TERMS AND CONDITIONS OF SALE – 2021 Online Auction**

### **Auction Terms and Conditions - Definitions**

- Affiliate:** A Business Entity in which the Purchaser has, directly or indirectly, a voting, controlling or ownership interest of twenty percent (20%) or more, or which has such an interest in Purchaser.
- Assignment:** The transfer or conveyance of a right or contract from one person or Business Entity to another person or Business Entity which meets the qualifications to be a Bidder.
- Auction Brochure** A document identifying parcels to be sold at a specified auction setting forth the auction rules as well as the terms and conditions of sale.
- Bidder:** A registered individual who may be acting on behalf of a Business Entity who participates or bids at the auction.
- Business Entity:** A legal being, other than an individual, natural person, e.g., a corporation, limited liability company, partnership, joint venture or syndication. A Business Entity must be duly formed in accordance with all applicable provisions of law and have the legal capacity, among other things, to be sued and to own property in the State of New York.
- County:** The County of Suffolk.
- Deed:** An instrument in writing, which when duly executed and tendered, conveys title to real property.
- Default:** A failure by the Purchaser to comply with any provision of the “Terms and Conditions of Sale”.
- Director:** The Director of Real Estate.
- Immediate Family:** A spouse, issue, including adopted children, sibling or parent.
- Landlocked:** A parcel of land that has no routes of ingress and egress (by deed, easement or filed map roadways). Note: a parcel located on an unopened roadway, also known as a paper street, is **NOT** landlocked but is considered inaccessible at present.
- Lien:** A claim or encumbrance against property, e.g., for the payment of a debt.
- Memorandum of Sale:** The contract between the County and the Purchaser for the purchase of the property, which incorporates, by reference, the “Terms and Conditions of Sale” and any special terms and conditions.
- Official Photographic Identification:** A state issued driver’s license, a state issued non-driver identification card, or a government issued passport.
- Principal:** Any individual or Business Entity who participates at the auction through a duly authorized agent.
- Property:** The particular parcel of County-owned real property and any improvements thereon, sold at public auction to the Purchaser.

- Purchase Price:** The highest bid made and accepted for the property at the auction.
- Purchaser:** The successful bidder(s) at the auction sale and, where the Purchaser is a Business Entity, then each partner or any director(s), officer(s), or shareholder(s) having a total of twenty percent (20%) or more of the Purchaser's voting stock, ownership interest or control.
- Quitclaim Deed** A document by which a grantor conveys his or her present interest, if any, in a given parcel of real property to a grantee without representing, covenanting, or warranting that the title is good. **You are purchasing this parcel without the guaranteed protection of title insurance and no title objections will be accepted.**
- Third Party Bidder:** An individual who bids solely as a duly authorized agent of another individual or Business Entity.
- Third Party Bidding:** Bidding on behalf of a Purchaser/Principal through a duly authorized agent.
- Title Closing:** The transfer of title to or ownership of the property to the Purchaser; the date upon which such transfer is made.
- Upset Price:** The amount at which bidding starts on the property.

The following Terms and Conditions apply to the sale of each property to be sold at this public auction by the County of Suffolk:

1. All Bidders, shall be required to register according to the auction rules located at <https://suffolk.ny.realforeclose.com>. Such registration will be a condition of participation in the auction and shall consist of the execution of the attached registration form designated for use by the Director. Said form may further require providing an Official Photographic Identification, as defined in the "Terms and Conditions of Sale," address, social security number or tax identification number, disclosure statement, or other personal or financial documentation that would verify the identity and financial ability of the person or business entity to participate in the auction. The "Purchaser Registration Form" must be completed in its entirety and submitted with all required supporting documentation.

Individuals acting on behalf of others, not in attendance at the auction, must produce a Power of Attorney or other appropriate authorizing documentation, duly executed and notarized. Business Entities are required to provide, on company letterhead and/or with a seal, a resolution or other appropriate documentation at the time of registration, authorizing the Business Entity's participation in the auction and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the Memorandum of Sale. Business Entities are also required to provide on company letterhead and/or with a seal, a resolution or other appropriate documentation prior to the transfer of title, authorizing the purchase of the real property and shall indicate the individual(s) authorized to act on behalf of the Business Entity and authorize said individual(s) to execute the closing documents.

Third Party Bidding may be accepted provided the Bidder identifies the Purchaser/Principal for whom he or she is acting as an agent and provided the Purchaser/Principal registers as required herein.

2. Once a bid is accepted by the auctioneer and the auctioneer has announced that the property has been "sold", the sale of the property will be considered **FINAL**. At this time the sale **will not** be cancelled nor rescinded in any manner, under any circumstances, except by the County pursuant to Paragraphs "14", "20", "24" and "25" as set forth hereafter. The Purchaser shall then be required to consummate and to finalize the sale according to the terms and conditions stated herein. The Purchaser, or third party bidder in the Purchaser's absence, will be required, at the time and place of the auction, to sign a **MEMORANDUM OF SALE PERTAINING TO HIS/HER/ITS PURCHASE OF THE PROPERTY. THIS MEMORANDUM OF SALE CONTAINS ALL THE TERMS AND CONDITIONS RELATIVE TO SAID SALE, SHALL BE DEEMED TO INCORPORATE THEM, AND CONSTITUTES A CONTRACT OF SALE BETWEEN THE COUNTY OF SUFFOLK AND THE PURCHASER WHICH IS LEGALLY BINDING AND ENFORCEABLE BY THE COUNTY OF SUFFOLK. THE FAILURE OF A PURCHASER TO STRICTLY FOLLOW AND ABIDE BY EACH AND EVERY TERM AND CONDITION OF THE CONTRACT OF SALE SHALL CONSTITUTE A BREACH OF SAID CONTRACT WHICH SHALL BE ENFORCEABLE BY THE COUNTY OF SUFFOLK AS AGAINST THE PURCHASER, INCLUDING THE FORFEITURE OF THE DOWN PAYMENT AND ANY AUCTION FEE PAID.**

The balance of the purchase price of the property sold at auction shall be due and payable at the time of the closing of title. Failure on the part of any Purchaser to consummate the sale, and close on the acquisition of the property as stipulated in these "Terms and Conditions of Sale" shall result in a forfeiture of the auction fee and down payment and the defaulting Purchaser may also forfeit any fee(s) and payment(s) made and be disqualified with respect to any other parcel(s) for which he, she, or it is the successful bidder.

Prior to closing, the Purchaser shall provide information necessary to complete forms and documents required for recording the deed in the Suffolk County Clerk's Office, including, among others as may be requested, the "New York State Department of Taxation and Finance TP-584" form. Additionally, to finalize the sale, the Purchaser will sign the "CERTIFICATION" which is at the end of this auction brochure, and an IRS Form "W-9". The "CERTIFICATION" form certifies that the "Terms and Conditions of Sale" of this auction brochure have been read and are understood. The IRS Form "W-9" (Request for Taxpayer Identification Number and Certification) is used by the Admin./Financial Division of the Department of Economic Development and Planning to effectuate refunds when duly authorized.

3. The auction fees are as follows:

Twenty-five Dollars (\$25.00) when the purchase price is \$2,500.00 or less; or three percent (3%) when the purchase price is \$2,501.00 or more.

A \$300.00 auction vendor transaction fee. Please review: <https://suffolk.ny.realforeclose.com> for further details.

The auction fee shall be used to offset the costs associated with this auction.

Additionally, in accordance with Local Law No. 40-2007, "A Local Law To Offset the Cost of Maintaining Surplus County Property", there shall be imposed on the purchase of all surplus County

property sold at public auction a surcharge for each parcel purchased. In addition to any other fees and/or surcharges imposed, said surcharge shall be collected at closing and in accordance with the Auction "Terms and Conditions of Sale" promulgated by the County Division of Real Property Acquisition and Management, and which surcharge shall be deposited with the Suffolk County Sheriff for the sole purpose of funding the Sheriff's Labor Assistance Program (SLAP) or any successor program thereto. This surcharge shall be collected according to the following schedule:

- a) a 0.5% surcharge on winning bids between \$100 and \$50,000;
- b) a 0.75% surcharge on winning bids between \$50,001 and \$100,000; or
- c) a 1% surcharge on winning bids between \$100,001 and \$250,000, said surcharge to be applied only to the first \$250,000 for winning bids exceeding that amount.

4. Bidding will begin at the upset price as specified in the auction brochure.
5. The property will be conveyed by a Bargain and Sale Deed without covenants (except where the brochure notes a Quitclaim Deed), conveying title subject to: [a] building restrictions and zoning regulations in force and effect at the time of the delivery of the deed; [b] covenants, restrictions and easements of record, if any, affecting the premises, provided that they do not render title uninsurable by a reputable title insurance company licensed in the State of New York; [c] violations of all applicable federal, state or local laws, ordinances or regulations, existing at the time of closing; [d] any state of facts an accurate survey would show provided same does not render the title uninsurable by a reputable title insurance company licensed in the State of New York; [e] **the rights, if any, of tenants and persons in possession and the County makes no warranty that premises will be delivered vacant;** [f] no personal property is included in the sale of any of the parcels auctioned by Suffolk County, except as may remain on the premises after closing. The disposition of any personal property located on any parcel following the closing shall be the responsibility of the Purchaser, subject, of course, to tenancy ownership; [g] all pending assessments, if any, to include outstanding water and sewer assessments and other unpaid liens or charges (including, but not limited to, demolition charges, interest and penalties, condominium fees) whether they have been billed or not as of the date of the auction, all as specified in the Auction sale brochure, which the Purchaser agrees to assume and pay; and [h] any covenants, easements or conditions imposed by the Suffolk County Department of Economic Development and Planning or any other Suffolk County Department and listed in the Auction sale brochure, or by the Legislature as part of its approval of the sale.
6. **The County makes no warranty that the premises will be delivered vacant.** If an auctioned property becomes occupied following the sale, then following closing and recording of the deed, an eviction, if necessary, will be the responsibility of the Purchaser. The County expects not to install a licensee, other than with the Purchaser, in any auctioned premises after the auction, however, it will do so in order to safeguard the premises or for other property management reasons.
7. The Purchaser of each auction parcel may remove the auction sign after signing the Memorandum of Sale and tendering the down payment.
8. The Title Closing can be scheduled only after the legislative resolution approving the sale is adopted

by the Suffolk Legislature and thereafter approved by the County Executive. The County will use its best effort to close within six (6) months of the approval. The Title Closing shall take place at the offices of the Division of Real Property Acquisition and Management on the date and time designated by the Director of Real Estate upon not less than ten (10) calendar days' notice to Purchaser. This date shall be deemed the FINAL LAW DATE.

Notwithstanding any contrary provision, in the event that the Title Closing has been postponed at the request of the Purchaser for reasons other than valid objections to title as determined by the Director, all customary adjustments, including but not limited to taxes and special assessments, will be apportioned as of the date originally fixed by the Director for Title Closing. Nothing herein shall be construed to require that the Director consent to any request to postpone a Title Closing.

In the event that an adjournment is granted by the Director, then the adjourned date shall be deemed to be the FINAL LAW DATE set for the Title Closing. Failure on the part of the Purchaser to close and to accept delivery of the deed on the Final Law Date shall entitle the Division of Real Property Acquisition and Management to cancel the sale and to retain the down payment and auction fee, and Purchaser waives all claims of any right, title, and interest in the premises, the down payment, and the auction fee.

The Division of Real Property Acquisition and Management reserves the right, in its sole discretion, to grant such adjournments as it deems necessary or warranted under the circumstances. Any adjournments granted beyond the Final Law Date shall be considered Final Law Date.

The Division of Real Property Acquisition and Management hereby reserves all of its rights including, but not limited to, pursuing an action in specific performance to compel closing.

9. **All properties and any improvements erected thereon are SOLD IN "AS IS" CONDITION. IN SOME INSTANCES THE COUNTY WILL BE UNABLE TO LEGALLY ALLOW ACCESS. IN THOSE INSTANCES THE PURCHASER BIDS AT THEIR OWN RISK AND ACCEPTS THE CONDITION OF THE PROPERTY "SIGHT UNSEEN"- CAVEAT EMPTOR. THE PURCHASER HEREBY ACKNOWLEDGES THAT HE, SHE OR IT HAS MADE A COMPLETE AND THOROUGH PHYSICAL INSPECTION OF THE PROPERTY WHICH HE, SHE OR IT IS PURCHASING AND FURTHER, HE, SHE OR IT HAS BEEN FULLY INFORMED OF ANY AND ALL ZONING, BUILDING OR OTHER REQUIREMENTS SET BY LOCAL, STATE OR FEDERAL AUTHORITIES WHICH MAY AFFECT THE PROPERTY IN QUESTION. PURCHASER HEREBY EXPRESSLY AGREES TO WAIVE ANY AND ALL OBJECTIONS IN REGARD TO ANY CONDITIONS CONCERNING ZONING, BUILDING CODES OR OTHER REQUIREMENTS WHICH MAY AFFECT THE PROPERTY IN ANY WAY.**

**THE PURCHASER FURTHER EXPRESSLY WARRANTS AND ATTESTS THAT HE, SHE OR IT HAS VERIFIED THE EXACT LOCATION, PHYSICAL CONDITION, EXACT SIZE, STREET REQUIREMENTS AND LEGAL USE OF THE PROPERTY. ANY INFORMATION THAT THE SELLER HAS FURNISHED IS FOR INFORMATIONAL PURPOSES ONLY AND SELLER ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR SAID INFORMATION. THE PURCHASER AGREES TO WAIVE ANY AND ALL OBJECTIONS WITH REGARD TO ANY INFORMATION SUPPLIED BY THE SELLER AND GENERAL INFORMATION CONTAINED IN**

**THE BROCHURE. EACH PURCHASER, HEREBY EXPRESSLY ACCEPTS THE PROPERTY "AS IS" WITH REGARD TO PHYSICAL CONDITIONS AND ZONING RESTRICTIONS.**

10. **RISK OF LOSS** - Damage by fire or other casualty loss that occurs between the sale and the Title Closing, the repair of which exceeds ten percent (10%) of the purchase price as determined by the Director in his or her sole discretion, may permit the Purchaser to cancel the sale. If the damage is less than ten percent (10%) of the purchase price, the Division of Real Property Acquisition and Management may cancel the sale, or may reduce the purchase price, after verifying the cost to repair the damage by up to ten percent (10%) in order to induce the Purchaser to close.
11. It is acknowledged and agreed that Suffolk County's sole obligation is to deliver such title as a reputable title insurance company, licensed in the State of New York, will insure. The exception being where a parcel is sold by Quitclaim Deed – in which case this paragraph does not apply and the parcel is sold "AS IS" as to any title objection. In the event that the Purchaser's title company requires either: (a) the County to commence a bar claim action in order to insure title; or (b) imposes title exception clearance conditions upon the County that the County deems to be unreasonable for the clearance of title exceptions, then the County reserves the right to: (a) require the Purchaser to obtain title insurance through another insurer who does not require said condition; or (b) return the Purchaser's down payment and cancel the sale. It is further agreed that in the event the Purchaser's title search shows objections to the title which render same **uninsurable, and Purchaser has submitted said objections to title within the specified time frame described in Paragraph "14", as set forth hereinafter,** then the Seller shall be given an opportunity, not exceeding eighteen (18) months from the date of the Seller's receipt of such objections, to clear such objections. In the event, however, that the Seller is unable to clear such objections during said time, then the Seller's **sole obligation** shall be to return to the Purchaser, upon Purchaser's written request, the down payment and auction fee made herein. Upon return of said down payment and auction fee, the parties shall be mutually released from all obligations. **There will be no reimbursement of any of Purchaser's expenses in regard to the sale transaction, including, but not limited to any interest or penalties pertaining to the down payment or auction fee, the net cost of title insurance and/or cost of survey.**

Purchaser explicitly waives any claim to special, consequential or punitive damages, attorney's fees, reimbursement for any expenses incurred in reliance on completion of the sale, improvements of property, or for license fees already paid should the sale subsequently not be approved or closing not occur.

Purchaser acknowledges that no property interest, either real or personal, is acquired by Purchaser and any and all claims for specific performance and/or any right to file a Notice of Pendency against any property offered for bidding and/or sale should the sale subsequently not be approved or closing not occur are hereby waived.

12. A Quitclaim Deed issued to convey a parcel sold at auction may contain the following provisions:
- "Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein"; and/or

"Excepting and reserving all the right, title and interest of the County of Suffolk in and to any portion or interest of the lands herein conveyed, which interest was heretofore acquired other than pursuant to the provisions of the Real Property Tax Law of the State of New York".

13. If an auctioned parcel is contiguous with other real property owned by the Purchaser, the County may require as a condition of closing that the Purchaser submit a request to the Town Assessor in writing to merge the two (2) parcels. Purchaser shall not convey either parcel(s) without also conveying the adjoining parcel to the same grantee, unless approved by the local planning board. These restrictions shall run with the land.
14. **Except in the case of parcels sold by Quitclaim Deed, all objections to title, including survey objections, must be submitted to the Director within forty-five (45) days after the date the sale is approved by the County Legislature no objections are to be accepted after said forty-five (45) days.** In the instance of a Bargain and Sale Deed without Covenants Against Grantor's Acts, or a Bargain and Sale Deed with Covenants Against Grantor's Acts, the County shall deliver such title as a title company licensed in the State of New York and approved to do business with the County will insure. The County may pre-qualify certain parcels for title insurance. Where it is noted in the brochure that certain parcels have already been examined by a named title company, the Purchaser may choose to use that title company or a different qualifying company.

If the Purchaser submits title objections in accordance with the above, and the Purchaser's title company refuses to insure without objections, the County may select a different, licensed title company. Purchaser agrees to accept insurance from the alternative insurer, provided no additional cost results thereby, over and above the cost of insurance from the first company. If the Purchaser's title company will not insure title without objections, and the Director chooses not to pursue insurance from an alternative title insurer, the Director may cancel the transaction and return the down payment and auction fee, without interest. In such event, the parties shall be mutually released from all obligations. Any Bidder, Purchaser/Principal (in the event of third party bidding), or Assignee of a Bidder, including, without limitation, any business entity or subsidiary, parent or affiliate thereof, or any trustee(s), director(s), officer(s) or shareholder(s) with voting interests or owning a total of twenty percent (20%) or more of any of the foregoing, who or which is or has been in default in or on any contract, obligation or agreement of any kind or nature whatsoever entered into with the County, or any of its agencies, within a period of five (5) years prior to the date of the auction sale, may be declared an ineligible bidder for any property. Such obligations include, among other things, the obligation to pay in full all Suffolk County property taxes and charges when due. If the Purchaser owns, alone or with others, any other property for which outstanding and delinquent taxes are owed to Suffolk County, those delinquent taxes must be paid in full prior to closing on any parcels purchased at auction.

The County reserves the right to deny access to the auction, or cancel a sale if an investigation reveals to the Director's satisfaction that: a) the Purchaser Registration Form is not adequately, properly and/or truthfully completed; b) if the identification supplied is not sufficient; c) that the Purchaser or Bidder is deemed to be financially unqualified; d) that if the Purchaser or Bidder has been found guilty of any housing code or building code violation which violation resulted in death or personal injury or has been found guilty of any crime or violation under any Federal, State, County, including but not limited to Articles 7 and 12 of the Suffolk County Sanitary Code, Local Law or

permit involving the treatment, handling, storage and/or disposal of any toxic and/or hazardous substance, material or waste; or e) that the Purchaser or Bidder has been found guilty of any predatory and/or discriminatory lending practices involving, but not limited to, violations of the Racketeer Influenced and Corrupt Organization Act, the Equal Credit Opportunity Act, the Federal Fair Housing Act, the Real Estate Settlement Procedures Act, the Federal Truth in Lending Act, the N.Y. General Business Law or the Suffolk County Human Rights Law or if the taking of title and/or occupancy by Purchaser will result in a violation of any Federal, State, County or Local Law.

15. The Purchaser shall pay the applicable New York State Transfer Tax and all applicable and required fees for recording of the deed with the Suffolk County Clerk.
16. The Director may consider a request by Purchaser to close title at a location other than the County offices. If closing occurs at a location other than the County offices, a personnel attendance fee will be charged at the rate of a Two Hundred Fifty Dollar (\$250.00) Base Fee for the first three hours, plus One Hundred Fifty Dollars (\$150.00) for every hour, or fraction thereof, thereafter. For closings in Nassau County, the Base Fee will be Three Hundred Fifty Dollars (\$350.00); in New York City or the boroughs thereof, the Base Fee is Four Hundred Fifty Dollars (\$450.00).

All times shall be measured and computed from and to Hauppauge, New York, as the starting and completion point.

The minimum fee applicable to the transaction shall be paid to the Division of Real Property Acquisition and Management two (2) days prior to the closing day for which travel is requested.

17. A fee of no less than Three Hundred Dollars (\$300.00) will be charged by the Division of Real Property Acquisition and Management for an assignment of this contract. **ASSIGNMENTS SHALL ONLY BE APPROVED UPON GOOD CAUSE SHOWN. NO ASSIGNMENT SHALL BE PERMITTED EXCEPT THOSE CONSENTED TO IN ADVANCE AND IN WRITING BY THE DIRECTOR OR HIS/HER DESIGNEE.** Any requests for such assignments shall be submitted by the Purchaser for the Seller's consideration within thirty (30) days from the date of notice that the sale of auctioned parcels has been approved by the Suffolk County Legislature.

Said assignment requests shall be on a form supplied by the Seller and no others. **THE DIRECTOR OF REAL ESTATE RESERVES THE EXCLUSIVE RIGHT AND DISCRETION AS TO WHETHER OR NOT TO CONSENT TO ANY ASSIGNMENT.** No Assignment shall render this contract null and void, and the named purchaser shall remain liable hereunder.

18. After the close of the Auction, the Purchaser of any parcel may contact the Division of Real Property Acquisition and Management to arrange for a license agreement or access that would permit access in or upon the property for the purposes of an inspection, etc. prior to closing. An Auction License Agreement may be approved at the sole discretion of the Director, on such terms as the Director may deem reasonable. No entry in or upon the auctioned property is permitted without an Auction License Agreement or until after title closing. Any unauthorized entry to a County owned property is considered trespassing. If there is any evidence of trespassing found the Director in their sole discretion may forfeit the successful bidder's down payment and auction fee.
19. The decision of the Director regarding any dispute related to the auction or the conveyance of

auctioned property is final. The Director reserves the right to reject any bid for failure to comply with auction procedures, or for any other reason related to the conduct of the auction, or to cancel an approved sale if the County elects not to proceed or if the Purchaser fails to complete his or her obligations in a timely fashion.

20. The Purchaser hereby acknowledges that the "Terms and Conditions of Sale" are made part of the Memorandum of Sale and Certification executed on the date of the auction and that together they form one contract. No portion of this contract is divisible. Any assignment must be of the whole contract and not any portions thereof, it being the intent of the parties to treat this contract as one agreement.
21. With regard to taxes, if a closing date occurs anywhere from and including December 1<sup>st</sup> up to and including May 31<sup>st</sup>, the Purchaser shall pay the entire amount of taxes due on the parcel for the lien year and will later be reimbursed by the County of Suffolk for the taxes paid by the Purchaser prior to his or her taking title. If a closing date occurs anywhere from and including June 1<sup>st</sup> up to and including November 30<sup>th</sup>, the Purchaser shall pay the taxes due for the remaining lien year from the date of his or her taking title.
22. In the event that the property, or any portion thereof, is taken by condemnation pursuant to federal law, or pursuant to the Eminent Domain Procedure Law by the State, or any subdivision thereof, prior to the closing, the Seller's sole obligation shall be to return the down payment due the Purchaser in accordance with Paragraphs "11" and "14" of the "Terms and Conditions of Sale", upon receiving notice of said condemnation, or within a reasonable time thereafter. The Seller shall be discharged of any and all further liability to the Purchaser upon return of said down payment.
23. Notwithstanding anything contained to the contrary herein, the Director has the option, at his or her sole discretion, within thirty (30) days after the date that the property is auctioned, to reject any bid and to return to the Purchaser his/her/its down payment in accordance with Paragraphs "11" and "14" of the "Terms and Conditions of Sale". Upon such notification to the Purchaser and the return of said down payment, the sale will be deemed null and void and cancelled and the Seller shall be discharged of any and all liability.
24. It is further understood and agreed that the Seller is a Municipal Corporation. Accordingly, this sale is further conditioned upon, and subject to the approval of the Suffolk County Legislature and the Suffolk County Executive, or charter approval. In the event the proposed resolution of approval of the sale is not approved by the Suffolk County Legislature, then the Seller shall return to the Purchaser the down payment and auction fee paid when the Memorandum of Sale was executed in accordance with Paragraphs "11" and "14" of the "Terms and Conditions of Sale". Upon return of such down payment, the parties shall then be mutually released from any and all other obligations herein. At the County's discretion, sales remain subject to cancellation even after legislative approval, but prior to the title closing in the event that insurable title cannot be conveyed, or for other good cause as determined to exist by the Director. In the event that a sale is cancelled due to the Purchaser's violation of any of the conditions set forth herein, any monies paid by or on behalf of the Purchaser to the County shall be forfeited by Purchaser and shall be retained by the County.
25. The Purchaser hereby agrees that the sole forum for any dispute or cause of action arising out of

the auction shall be the Supreme Court of the State of New York, County of Suffolk and related Appellate Courts.

26. **PURCHASER HEREBY AGREES TO BE SOLELY RESPONSIBLE FOR AND PAY ANY BROKER'S FEES CHARGED BY A BROKER OR ATTORNEY ACTING IN THE CAPACITY AS BROKER WHO MAY BID A PARCEL ON BEHALF OF SAID PURCHASERS. THE COUNTY WILL NOT BE RESPONSIBLE FOR, NOR PAY ANY SUCH COMMISSIONS OR FEES.**

27. **SUFFOLK COUNTY EMPLOYEES** – Suffolk County employees and/or their immediate families, whether or not residing with the employees, are barred from purchasing property at the auction. Immediate family shall include spouse, issue, sibling or parent. Issue shall include adopted children.

Purchasers will be required to furnish an affidavit at the closing to the effect that the Purchasers are not in such category.

28. The former owner of the property, or his, her, or its agent, shall not be permitted to purchase the property at the public auction, unless his, her or its agent's bid amount exceeds the total of tax arrears, penalties and interest, surcharges and all expenses due to the County as well as rents that would have been due as of the day of the auction, without regard to limits on the time to redeem. If the former owner or his, her, or its agent is the successful bidder at auction, all other liens existing prior to the foreclosure will be reinstated and added to the auction/sale price.

29. The County reserves the right to withdraw any and all of the properties from sale prior to and including the date of the auction and to make any necessary changes with regard to the general information concerning the auction parcels listed in the Auction Brochure.

30. Any statements made, including but not limited to, any auction brochure published or distributed in connection with any sale, which pertain to street locations and/or size of property which is offered for sale, **are for informational purposes only and should be verified by the Purchaser before the sale.**

31. **RESTRICTIVE COVENANT**- Some parcels listed in this auction sale brochure shall be subject to the following deed restrictions:

a.) Any parcel which has a structure affixed thereto, capable of physical occupancy by individuals, shall be subject to a Restrictive Covenant in the deed of conveyance requiring the Purchaser/Bidder or his or her immediate family or his or her successors and assigns or their immediate family to occupy said premises for a period of at least ten (10) years subsequent to the date of conveyance. Therefore this restriction does not prohibit resale of the parcel. The owner of the parcel shall provide to the County written notice of any subsequent transfer of the parcel within said ten (10) year period. The Commissioner of the Department of Economic Development and Planning shall reserve a right of reverter in favor of the County should this restriction be violated.

b.) Further, any parcels approved for disposition which have structures affixed thereto capable of physical occupancy by individuals, which are not located within a sewer district or otherwise

serviced by a sewage treatment plant, shall only be offered for sale to the highest bidder at a public auction who is willing to agree, in writing, to a restrictive covenant in such deed as may convey title to such individual requiring the owner of the parcel to install a residential innovative and alternative on-site wastewater treatment system, as approved by the Department of Health Services, within 15 months of taking title to the property.

32. **SPECIFICALLY DESIGNATED SMALL LOT PARCELS (LOCAL LAW 3-2009)** – In order to promote the development of residential dwellings for first time home buyers and/or occupants, parcels which may not meet minimum zoning code requirements of the municipal zoning district in which the parcel is located, shall be offered to convey such parcel to the highest bidder at an auction who: (A) agrees, in writing, within sixty (60) days of the date of such auction, to apply for and diligently pursue, using best efforts and at such bidder's sole cost and expense, a building permit, to allow the construction of a single family residential dwelling on such parcel that substantially conforms in size and appearance to the residential dwellings located within the immediately surrounding residential community; (B) agrees, in writing, within one hundred eighty (180) days of the date of such auction, to apply for and diligently pursue, using best efforts and at such bidder's sole cost and expense, any and all variances and/or other relief from such minimum zoning requirements; and (C) agrees, in writing, to accept title to such parcel subject to the covenants contained in this section.

1) Upon the granting of any required variance or other relief from the minimum zoning requirements of the municipal zoning district in which the parcel is located, and the issuance of a building permit to construct such single family residential dwelling on such parcel, fee title shall be promptly conveyed to such highest bidder by deed containing the following covenants, which covenants shall run with the land:

a.) "The use of the parcel herein described by the grantee is hereby restricted solely to the development of a single family residential dwelling unit for first time home owners or buyers; with all right, title, and interest reverting back to the County of Suffolk, at the sole option of the County of Suffolk, in the event the grantee, at any time, uses or attempts to use the parcel herein described for any other use or purpose, including, without limitation, no use or purpose. This reverter clause shall also apply to any transferee from the grantee who is not a first time home owner or buyer";

b.) "All right, title, and interest to the parcel herein described shall revert back to the County of Suffolk should any one or more of the following events occur:

[b1] If the grantee, or any transferee from the grantee who is not a first time home owner or buyer, fails to substantially complete the construction of a single family residential dwelling upon the parcel described herein within three (3) years from the date of transfer to the grantee, unless one or more extensions of time is granted, in writing, for good cause shown, by the Suffolk County Director of Real Estate or any successor thereto. Notwithstanding the foregoing, such extensions shall not exceed, in the aggregate, a period of four (4)

years from the date of transfer to the grantee, unless approved by a duly enacted resolution of the County of Suffolk;

- [b2] If the income of the first time home owner or buyer, at the time of occupancy of the single family dwelling constructed on the parcel described herein, should exceed eighty percent (80%) of the HUD established median income for the Nassau-Suffolk Primary Metropolitan Statistical Area adjusted by family size;
- [b3] If the sale price of the single family dwelling constructed on the parcel described herein exceeds sixty percent (60%) of the median sales price for Suffolk County single family dwellings, based upon the State of New York Mortgage Agency Guidelines;
- [b4] If the first time home owner or buyer of the single family dwelling constructed on the parcel described herein fails to occupy such single family dwelling as his and/or her primary residence for a period of ten (10) consecutive years from the time of occupancy of such single family dwelling; provided, however, that the right, title and interest to the parcel herein described shall not revert to the County of Suffolk if:
  - [a.] the first time homeowner or buyer sells to a first time homeowner or buyer meeting the income qualifications set forth in Paragraph (1.)(b.)(2.), or as amended; and
  - [b.] any gain realized from such sale up to and including the fifth anniversary of ownership, and declining ratably thereafter to fifty percent (50%) of any realized gain during the sixth year of ownership up to and including the tenth anniversary of ownership, shall be paid to the County of Suffolk; and
  - [c.] the income qualifications and the formula for recapture of realized gain set forth in this paragraph shall apply to each and every subsequent sale;
- [b5] If all or any portion of the single family residential dwelling is rented or leased to any other person, whether or not by written agreement;
- [b6] If the grantee fails to certify to the Suffolk County Director of Real Estate (or his or her designee), prior to closing of the title by a first time home buyer, or occupancy by a first time home owner, as the case may be:
  - [a.] the dates of completion and occupancy of the single family dwelling constructed on the parcel described herein;
  - [b.] the total income, from all sources, of all occupants of the

single family dwelling constructed on the parcel described herein;

[c.] in the case of a first time home buyer, the sales price of the single family dwelling constructed on the parcel described herein; and

[d.] the single family dwelling constructed on the parcel described herein meets all applicable building and zoning codes, rules and regulations;

[b7] If the grantee fails to provide the Suffolk County Director of Real Estate, (or his or her designee), with a detailed, annual written report no later than December 31 of each year commencing in the year immediately subsequent to the date of this deed, which report shall include any and all information as may be required by the said Director, including, but not limited to, the status of the development and/or sale of the parcel described herein, and an accounting of all sums directly or indirectly attributable to the use of the parcel described herein.

- 2) In the event such highest bidder, after using best efforts to apply for and diligently pursue any variance or other relief from such minimum zoning requirements and a building permit, to allow the construction of a single family residential dwelling on such parcel that substantially conforms in size and appearance to the residential dwellings located within the immediately surrounding residential community, does not obtain such variance and building permit within the time prescribed herein, the auction sale shall be deemed cancelled and the County shall return to the bidder any sum paid under the terms and conditions of the auction.
- 3) In the event a parcel offered for sale pursuant to the preceding provisions of this Subsection is not sold the first time it is offered at an auction, and the parcel is appraised for less than \$50,000, the Commissioner, or his or her designee, shall offer the parcel to appropriate adjoining property owners at not less than the appraised value before offering it for sale by general auction.
- 4) In the event a parcel does not meet applicable minimum zoning code requirements in order to be developed, is appraised for less than \$50,000, and fails to satisfy the criteria for auction under the provisions of this Subsection, the Commissioner, or his or her designee, shall offer the parcel to appropriate adjoining property owners at not less than the appraised value before offering it for sale by general auction.

- 5) The Commissioner, or his or her designee, is authorized to execute and deliver, by a Bargain and Sale Deed without Covenants, or by Quitclaim Deed, for the transfer of any properties which are the subject matter of this section. All deed transfers shall be subject to the express approval of the County Legislature, and all contracts negotiated by the County shall provide that the proposed conveyance is subject to legislative approval and subject to such restrictive covenants as may be provided for by law.
33. Except as provided in Paragraph "35" hereinafter, all sales shall be final, absolute and without recourse once title has closed and the deed has been executed and delivered. In no event, shall Suffolk County be or become liable for any defects in title for any cause whatsoever; no claim, demand or suit of any nature shall exist against Suffolk County in favor of the Purchaser, its heirs, success or assigns, arising from this sale.
34. If any material misrepresentation, omission or false statement relating to any representation required herein is discovered after the title closing, the County may avail itself of all remedies available to it at law, or equity, it being acknowledged that these representations are being relied upon by the County and are material to this transaction. If such misrepresentation, omission or false statement occurs, the Purchaser understands that he, she or it may be charged with fraud, and/or intent to defraud. In addition, in such event, the County reserves the right to pursue the Purchaser and others for cancellation of the transaction. This clause shall survive the title closing. The verified registration statement is a sworn statement and the making of a false representation or intentional omission in it may be punishable as a crime.
35. The Purchaser shall be required to certify that he, she or it is not representing the former owner(s) of the property and must certify that he, she or it has no intent to defraud Suffolk County of the unpaid taxes, assessment, penalties and charges, which have been levied against the property. The Purchaser agrees that neither he, she, or it, nor his, her, or its assigns shall convey the property to the former owner(s) from whom Suffolk County took title. If such conveyance occurs, the Purchaser understands that he or she or it may be charged with fraud, and/or intent to defraud. In addition, the County reserves the right to pursue the Purchaser, the former owner(s) and others for cancellation of the transaction, and/or any deficiency between the purchase price at auction and such sums as may be owed to Suffolk County as related to the property.

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**Representation status (check as many as needed)** - copies of forms of identification & proof of status must be submitted together with this "Purchaser Registration Form."

<input type="checkbox"/>	Self - Individual	Attach a photocopy of Purchaser's valid government issued photo ID
<input type="checkbox"/>	Power of Attorney	Attach notarized P.O.A. documents, and a photocopy of the Purchaser's valid government issued photo ID.
<input type="checkbox"/>	Officer of Company/ Corporation/ LLC/ LP/ Partnership/ DBA	Attach, on Corporate Letterhead and/or with a Corporate Seal, a copy of the Corporate Resolution or Assignment of Power authorizing entity to participate in bidding (see paragraph "1" of Terms and Conditions). Attach a photocopy of Bidder's valid government issued photo ID
<input type="checkbox"/>	Third Party Bidder	Attach a notarized authorization from Principal and a photocopy of Purchaser's valid government issued photo ID.
<input type="checkbox"/>	Broker/Agent	Attach a notarized authorization from Principal and a photocopy of Purchaser's valid government issued photo ID.
<input type="checkbox"/>	Former Owner of Parcel	Parcel # _____
<input type="checkbox"/>	Suffolk County Employee or Immediate Family of Suffolk County Employee as defined in Terms and Conditions of Sale.	

**Section II**

IF YOU REQUIRE ADDITIONAL SPACE TO COMPLETE THE ANSWERS TO THE QUESTIONS BELOW, ATTACH ADDITIONAL PAGES TO THIS STATEMENT.

The following, together with the attachment(s) hereto, if any, is a complete list of properties in which the Purchaser has an ownership interest and which are located in the County of Suffolk, together with a statement of any arrears in real estate taxes, sewer rents, sewer surcharges, or assessments due to the County of Suffolk upon each such property.

District – Section – Block – Lot	Physical Location(Address)	Taxes & Other Assessments	List Any Arrears
		\$	
		\$	
		\$	
		\$	
		\$	

a.) Have you or your spouse or any other business entity or subsidiary, parent or affiliate in which you hold a twenty percent (20%) or greater equity or voting interest, or any trustee(s), director(s), officer(s) or shareholder(s) with voting interests or owning a total of twenty percent (20%) or more of any of the foregoing been in default in or on any contract, obligation or agreement of any kind or nature whatsoever entered into with Suffolk County, or any of its agencies, within a period of five (5) years prior to the date of this auction? (Such obligations include, among other things, the obligation to pay in full all Suffolk County property taxes and charges when due)

yes  no  if yes, explain \_\_\_\_\_

b.) Have you or your spouse or any other business entity or subsidiary, parent or affiliate in which you hold a twenty percent (20%) or greater equity or voting interest, or any trustee(s), directors(s), officer(s) or shareholder(s) with voting interests or owning a total of twenty percent (20%) or more of any of the foregoing been a former owner of any property on this auction within a period of five (5) years prior to the date of this document?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

c.) Have you the purchaser or bidder been found guilty of any housing code or building code violation which violation resulted in death or personal injury?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

d.) Have you been found guilty of any crime or violation under any Federal, State, or County or Local, including but not limited to, Articles 7 and 12 of the Suffolk County Sanitary Code, Local Law or permit involving the treatment, handling storage and/or disposal of any toxic and/or hazardous substance, material or waste?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

e.) Have you been found guilty of any predatory and/or discriminatory lending practices involving, but not limited to, violations of the Racketeer Influenced and Corrupt Organization Act, the Equal Credit Opportunity Act, the Federal Fair Housing Act, the Real Estate Settlement Procedures Act, the Federal Truth in Lending Act, the N.Y. General Business Law or the Suffolk County Human Rights Law?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

f.) Will the taking of title and/or occupancy by you result in a violation of any Federal, State, County or Local Law?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

g.) Are you currently using the property you wish to purchase at this auction?      yes  no

Date of Occupancy: \_\_\_\_\_ Use of Property: \_\_\_\_\_

h.) Are you leasing any other property from Suffolk County?

yes  no  if yes, explain \_\_\_\_\_  
\_\_\_\_\_

**Section III**

I understand that the Director of Real Estate reserves the right to deny access to the auction or cancel a sale if an investigation reveals to the Director's satisfaction that the Purchaser Registration Form is not adequately, properly and/or truthfully completed.

I understand that for the purposes of determining Purchaser's status hereunder, the interests and defaults of any trustee(s), director(s), officer(s) or shareholder(s) having a total of twenty percent (20%) or more of its voting stock, ownership interest or control including the Purchaser's spouse shall be attributed to the individuals set forth. The interest and defaults of a business entity (and of any subsidiary, parent or affiliate of such business entity) in which the Purchaser or any subsidiary, parent or affiliate thereof or any trustee(s), director(s), officer(s) or shareholder(s) thereof has a total of twenty percent (20%) or greater ownership, voting interest or control shall be attributed to the Purchaser.

I understand that this affidavit is made under oath. Any false statement may be punishable under the provisions of penal law relating to perjury. The failure to fully and accurately disclose all information requested will be grounds for a default on the sale of the above captioned parcel. In the event of a default, the Department of Economic Development and Planning, Division of Real Property Acquisition and Management may revoke the sale and retain twenty percent (20%) of the purchase price as liquidated damages. Furthermore, I understand that I may not be eligible to bid on, close title on or purchase property at any future auction sale for a period of five (5) years from the date of the default.

---

Purchaser's Signature

---

Date

**MEMORANDUM OF SALE**

Bidder # \_\_\_\_\_

SLAP Fee \_\_\_\_\_

Date \_\_\_\_\_

THIS CERTIFIES THAT I, \_\_\_\_\_,  
have this date, purchased the property described as: \_\_\_\_\_  
subject to the attached TERMS AND CONDITIONS OF SALE attached hereto and made a part  
hereof for the sum of:

\_\_\_\_\_

subject to cancellation as hereinafter provided, and hereby promise and agree to comply with  
the Terms and Conditions of the Sale of said premises as above mentioned and set forth.

TITLE TO BE IN THE NAME OF: **X** \_\_\_\_\_

Signature

\_\_\_\_\_  
Purchaser

Street Address:

Town:

State:

Zip:

Residence Phone:

Business Phone:

Cell Phone:

Quitclaim Deed .....

-----

**RECEIPT**

Date \_\_\_\_\_

**AUCTION FEE**

\$ \_\_\_\_\_ **RECEIVED**

Division of Real Property  
Acquisition and Management  
Suffolk County, New York

By \_\_\_\_\_

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## CERTIFICATION

Parcel No: \_\_\_\_\_

I certify that I have read and understand the AUCTION SALE Brochure for the auction dated December 1, 2021 which includes, but is not limited to, the NOTICE, GENERAL INFORMATION, TERMS AND CONDITIONS OF SALE, MEMORANDUM OF SALE and CERTIFICATION sections.

I understand that the written statements made in the AUCTION SALE brochure shall prevail over any verbal statements which may be made by anyone, before, during or after the auction.

I acknowledge that I am the winning bidder for the above referenced parcel and upon approval by the Suffolk County Legislature and the Suffolk County Executive; I will be a Contract Vendee. However, until such time that I take title or enter into a signed license agreement with the County of Suffolk, I cannot and will not enter, use or trespass upon this parcel without the expressed written consent by the Division of Real Property Acquisition and Management.

**It has been clearly stated that my purchase of this property is "AS IS".**

I have physically inspected it prior to the auction to my satisfaction, in order to make an informed purchase. Also, prior to the auction, I have ascertained all the information I feel is necessary about this property, including but not limited to, zoning, building requirements, covenants, restrictions and easements of record, and taxes, in order to make an informed purchase. Moreover, prior to the auction, I consulted with those experts including, but not limited to, engineers, surveyors, appraisers and attorneys, whose advice about this property I felt was necessary in order to make an informed purchase.

**I have provided a valid address to which any notices may be sent. Should my address change, it is my responsibility to notify the County of Suffolk. All notices shall be sent by regular mail to the address that I have provided. My receipt of any notices so mailed shall be irrefutably presumed.**

I understand that I will be notified when the auction sale is approved by the County Legislature. Excepting the condition of a Quitclaim Deed, I further understand that if I choose to obtain a title report it must be delivered to the Division of Real Property Acquisition and Management, attention Wayne Thompson within forty five (45) days of the date of the notice of the approval of the auction sale or any defects in title contained in the report shall be deemed waived.

Finally, as a result of my site inspection, ascertaining information about the property and consultation with experts prior to the auction, I have learned from my own personal observation, experience, and knowledge, everything necessary for me to be an informed Purchaser of the property. Accordingly, my personal observation, experience and knowledge about the property shall prevail over any written misstatement about the property contained in the AUCTION SALE brochure, or any verbal misstatement made by anyone before, during or after the auction.

Suffolk County, the Suffolk County Department of Economic Development and Planning, and the Suffolk County Division of Real Property Acquisition and Management and their agents, servants and employees may rely upon this certification.

\_\_\_\_\_  
Purchaser's Full Name

\_\_\_\_\_  
Purchaser's Signature

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SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING  
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT  
H. LEE DENNISON BUILDING  
2<sup>nd</sup> FLOOR  
100 VETERANS MEMORIAL HIGHWAY  
HAUPPAUGE, N.Y. 11788-0099