

PURCHASE AND SALES AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 20_____, by and between the **CITY OF CANANDAIGUA**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 2 North Main Street, Canandaigua, New York, 14424, Ontario County, New York, hereinafter called “City”, and _____, a _____ having offices at _____, hereinafter called “Purchaser.”

WITNESSETH:

WHEREAS, a certain parcel of real property commonly known as 267 South Main Street, Canandaigua, New York which is further identified as Parcel 84.13-4-2.1 on the current assessment map of the City of Canandaigua (Property), was included in the tax sale of delinquent taxes by the City of Canandaigua Clerk/Treasurer pursuant Chapter 14 of the Charter of the City of Canandaigua; and

WHEREAS, the statutory redemption period expired December 13, 2013 and the Property was not redeemed; and

WHEREAS, the City of Canandaigua is not aware of any attempts to redeem the Property by the former assessed owner, J. Thomas Schaeffer II, any mortgagee or by anyone else; and

WHEREAS, the former use of the Property as a gas station has resulted in certain contamination of the Property; and

WHEREAS, the Purchaser is interested in purchasing the Property, remediating the contamination and re-developing the Property for other uses; and

WHEREAS, based on assurances from the Purchaser that it will complete the remediation to the satisfaction by the New York State Department of Environmental Conservation (NYSDEC) and obtain release of liability, as available, from the NYSDEC, the Purchaser and the City, the City will deed the Property to the Purchaser pursuant to the terms set forth herein; and

NOW THEREFORE, in consideration of the Property and the mutual promise contained herein, it is hereby covenanted and agreed by and between the Purchaser and the City as follows:

1. Property Description

The parcel of real property known as 267 South Main Street, Canandaigua, New York which is further identified as Parcel 84.13-4-2.1 on the current assessment map of the City of Canandaigua (Property)

2. Possession

The Purchaser shall take possession of the property on _____ "Possession Date". Purchaser understands and agrees that such possession is taken at its own risk. The City in no way authorizes the Purchaser's possession or control of the Property.

3. Purchase Price and Payment of Tax Arrears:

[TO BE DETERMINED BY PROPOSALS]

a. Payment

Payment shall occur at the soonest of the following events:

- i. Completion of remediation and mortgaging of Property (if a mortgage is obtained)
- ii. Within _____ months of the Possession Date

Should Purchaser encounter unforeseen circumstances, Purchaser may request up to three (3) six-month extensions for payment subject to the City's agreement, which shall be at the sole discretion of the City.

b. Interest

Interest at the rate of nine percent (9%) per annum shall accrue on the Payment commencing on the one (1) year anniversary of the Possession Date if title has not transferred to the Purchaser, provided that no extensions for payment have been agreed to by the City.

4. Title Documents

The City will not furnish an abstract of title, instrument survey or title insurance. Purchaser at its sole option and expense may obtain such documents. The City also makes no representation with regard to bankruptcy proceedings, federal tax liens or mortgages involving previous owners of the Property.

5. Contingencies

This Agreement is subject to the following contingencies. If the contingencies are not satisfied by the date specified, then the City may cancel this Agreement by written notice to the Purchaser:

- a. Purchaser shall timely pay all current taxes and other property charges beginning with the any tax bills due subsequent to the Possession Date as defined in Paragraph 2 above. These payments shall be in addition to the payment referenced in Paragraph 3 above.
- b. Purchaser shall prepare and submit a remedial work plan acceptable to the NYSDEC. The cost of any professional engineering or environmental consulting services is the sole responsibility of the Purchaser.
 - i. Such a remedial work plan should be submitted to the NYSDEC as a volunteer application in such that the Purchaser is not liable for disposal of hazardous waste or discharge of petroleum at the site. Purchaser may add the City as a co-volunteer for purposes of any releases from NYSDEC.
- c. Purchaser shall submit a copy of the remedial work plan and any subsequent agreements or approvals with or from NYSDEC.
- d. Remediation of the Property as described herein shall be completed prior to the transfer of title.
- e. Purchaser shall being to re-develop the property in accordance with its proposal dated _____ and accepted by City Council at its _____ meeting within 30 days of

completion of the remediation of the property. Beginning the redevelopment of the property shall mean applying for any approvals from the Planning Commission or Board of Appeals (if necessary) or necessary building permits.

6. Redevelopment

Purchaser shall redevelop the site in accordance with its proposal dated _____ and accepted by City Council at its _____ meeting. Within sixty (60) days of transfer of title, Purchaser shall begin construction, including site work or demolition of existing structures.

7. Closing Date, Place and Possession

Transfer of title shall take place at the City Manager's Office within thirty (30) days after the Purchaser completes the contingencies delineated in Paragraph 5 above.

8. Recording Costs, Mortgage Tax, Transfer Taxes and Closing Adjustments

Purchaser shall pay any and all real property transfer taxes and filing fees and for recording of the Deed. Purchaser shall also pay for the recording of the mortgage and the entire mortgage tax, if any.

9. Assignability

This Agreement is not assignable.

10. Entire Agreement

This Agreement when signed by both the Purchaser and the City will be the complete Agreement between the Purchaser and the City concerning the purchase and sale of the Property. No verbal agreements or promises will be binding.

11. Notices

All notices under this Agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by and to:

City:

City Manager
2 North Main Street
Canandaigua, New York 14424

Purchaser:

[TO BE DETERMINED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CANANDAIGUA

BY: _____
David Forrest, City Manager

STATE OF NEW YORK)
COUNTY OF ONTARO)

On this _____ day of _____, 20_____, before me personally came **David Forrest**, to me known, who being by me duly sworn, did depose and say that he resides in Canandaigua, New York; that he is the City Manager of the City of Canandaigua, the municipal corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Canandaigua City Council.

NOTARY PUBLIC

PURCHASER

BY: _____

STATE OF NEW YORK)
COUNTY OF MONROE)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____, the Consultant described in and which executed the above instrument; and that he signed his name thereto with lawful authority.

NOTARY PUBLIC