



City-Owned Property Purchase Application



The City of Syracuse accepts applications to purchase and re-develop City-owned properties. To apply to purchase a property owned by the City of Syracuse, complete the Application and accompanying Development Plan and Offer to Purchase, and submit these electronically or to the address below. Property purchase applications should indicate how your project will benefit the surrounding neighborhood, describe in detail the final use of the property, and illustrate your capacity to maintain the property.

- Information about available City-owned property can be viewed at <https://www.syr.gov/Departments/Assessment/Buy-Property-from-the-City>.
- You must provide all required information; incomplete applications will not be accepted.
- Development proposals are reviewed by City planning staff and an interdepartmental review committee. Upon approval, proposals are voted on by the Syracuse Common Council.
- The City has the right to deny the sale of City-owned property. Applicants will be informed within eight weeks of submission of a complete application as to whether the City has approved an application to purchase a City-owned property.
- If you own property in the City of Syracuse, you need to be current on your taxes for your application to be considered.
- Acquisition of City-owned property by an owner of an adjacent parcel may require resubdivision and assembly of parcels.

Submit proposals to:

**Central Permit Office
One Park Place
300 South State Street
Syracuse, NY 13202**

Contact the Department of Assessment with any questions at (315) 448-8270 | assessment@syr.gov



Purchase Information

Appraisal Fee Schedule

An appraisal may be required. When necessary, the City of Syracuse Department of Assessment will request this. The cost of the appraisal shall be the applicant's responsibility:

Property Type	Appraisal Fee
Residential Vacant Lot (Buildable)	Cost To Be Determined
Commercial Vacant Lot	
Multiple Unit & Mixed Use Building	
Commercial/Industrial Building	
Abandoned Right of Way (ROW)	

City-Owned Property Pricing

Property may be purchased from the City for the following price(s). The purchaser will be responsible for all additional taxes and fees prior to taking title to the property; these include but are not limited to curb cut closure expenses, as determined by City staff, and re-subdivision costs.

Property Type	Sale Price
Rear Lot	\$0.50 / square foot (minimum sale price of \$500.00)
Small Lot*	\$1.25 / square foot (minimum sale price of \$500.00)
Large Lot	Appraised Value
Structures**	Appraised Value

*Less than 30 feet of frontage and less than 90 feet of depth, or less than 2,000 square feet.

**Select City-owned structures may be sold for less than the appraised value if the property qualifies for such sale under law.

Application Deposit

A deposit of \$500.00 must be included with each application and is non-refundable UNLESS the Property Disposition Review Committee or Common Council denies your application or denies the request to order an appraisal.

Property / Site Information:		
Property Address(es) Requested for Purchase:		
Applicant Information:		
Primary Contact / Lead Applicant:		
Name		
Title		
Organization/Company		
Mailing Address		
City, State, & Zip		
Phone	Email	
Federal ID #		



Applicant is a/an (check one): ☐ Individual ☐ Developer/Contractor ☐ Entrepreneur
☐ For-Profit Company ☐ Non-Profit Organization*

**Non-profits must attach a copy of a 501(c)(3) certification if requesting reduced purchase price*

If Corporate Entity, list officers below:	If LLC, list members below:
President:	
Vice President:	
Treasurer:	
Secretary:	

Applicant History:

- Are there any outstanding judgments filed against you? ☐ Yes ☐ No
- Have you declared bankruptcy in the past 7 years? ☐ Yes ☐ No

If yes, please briefly explain the details (date, type of bankruptcy, current status, et cetera):

- Has a property you own been foreclosed upon by a bank, lien holder, or a municipality - or given title or deed in lieu of foreclosure in the past 7 years? ☐ Yes ☐ No
- Are you currently party to a lawsuit? ☐ Yes ☐ No
- Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? ☐ Yes ☐ No
- If you have checked yes for any of the above questions, please explain (additional documentation may be submitted electronically or by mail/in person):
- Do you own (in full or in part) or have an interest in any other real estate within the City of Syracuse?
 - ☐ Yes ☐ No
 - If yes, please list the addresses of each property owned as well as the name of the entity holding title to the property:



8. Are there open codes or zoning violations associated with any of these properties?

a) ☐ Yes ☐ No

b) If yes, please explain:

9. Are there overdue taxes or water bills associated with any of these properties?

a) ☐ Yes ☐ No

b) If yes, please explain:

Application Checklist*

- ☐ **\$500.00 Non-refundable deposit**
- ☐ **Signed and initialed agreement page**
- ☐ **Completed and signed purchase offer contract**
- ☐ **Development Plan (if not included in the proposal form—more detailed description, site plans, drawings, etc. should be shared if available). If your purchase application is part of a multi-property development, an overall plan (block plan) is recommended.**

*All applications must be complete and include all supplemental documents for review by the Property Disposition Review Committee. Incomplete applications will be returned to the applicant for completion.



Agreement

By initialing the statements below, the Applicant indicates their agreement to and understanding of the below clauses. Please read each clause carefully and speak to a representative at the Central Permit Office (315-448-4600) if you have any questions. The applicant may not claim ignorance of the below conditions once initialed. Please sign that you have read and understand these terms.

I, _____ do hereby understand and agree to the following conditions:

Condition	Initial
<p>I understand that my \$500.00 deposit is nonrefundable and will not be returned to me if the application is denied, withdrawn, or terminated for any reason except in the following cases:</p> <ul style="list-style-type: none"> a. The Property Sales Review Committee declines the application during its review process, b. The Common Council votes not to order an appraisal or votes not to approve the sale of the property, <p>I understand that in any other case, my deposit is non-refundable. If I do proceed through the entire property purchase process, I understand that my deposit will be applied to the final purchase price at closing.</p>	_____
<p>I understand that the Property Disposition Review Committee has full discretion over whether my application moves forward in the application process and may deny an application based on any criteria they may deem critical as permitted by law. If the Property Disposition Review Committee denies my application, I understand that my deposit will be refunded.</p>	_____
<p>I understand that my application cannot be accepted unless all necessary materials, as listed on the title page of this application, are submitted with it. I also agree to provide additional information as requested by the City of Syracuse.</p>	_____
<p>I understand that the application process is lengthy and may take up to a year or more for the application, review, and approval process to complete. I also understand that this process may take more or less time depending on numerous factors.</p>	_____
<p>I understand that by submitting this application, I am indicating to the City my intention to buy this property. I understand that, if I decide to withdraw from the process, I must indicate my intentions to the City immediately and that such withdrawal may forfeit the \$500.00 deposit.</p>	_____
<p>I understand and agree that by submitting this application, I will defend and indemnify the City of Syracuse (the "City") its officers and employees, from any and all damages, claims, suits, regulatory action, litigation and judgments including but not limited to any environmental claims or litigation that arise in any way from sale of this property. I agree to release and hold harmless the City of Syracuse from all claims as stated above in consideration for the City taking a tax deed and compromising the taxes on the subject property.</p>	_____

Signature:

Date:



Development Plan

Please provide detailed information on how you intend to use the property you are applying to purchase. If applicable, provide drawings, site plans, contractor quotes, etc.

1. Proposed Project Address(es): _____

Intended property use (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Owner Occupant |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Green Space | <input type="checkbox"/> Resale to Owner Occupant |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Residential Rental | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Yard Expansion | <input type="checkbox"/> Other | |

2. Is the final use of the property permitted according to current zoning rules for the parcel?

(if you aren't sure, please contact Zoning Administration: 315-448-8640 | Zoning@syr.gov)

a) ☐ Yes ☐ No

b) If not permitted, how will you gain approval?

3. Please provide a detailed description of your plans for the property you are applying to purchase:

4. What is the anticipated cost of development for your project?

5. What is the source of financing for the **development** of the property? (please provide appropriate documentation)

- | | |
|--|--|
| <input type="checkbox"/> Loan/Line of Credit | <input type="checkbox"/> Grants or other public funding |
| <input type="checkbox"/> Personal/Company Assets | <input type="checkbox"/> Other (please explain in your Development Plan) |
| <input type="checkbox"/> Credit Card | |



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6. Provide a detailed timeframe for development:

 7. Describe how your project will benefit the surrounding neighborhood:

 8. Explain how you will maintain the property once you become the owner and your project is complete:

Signature Line

I hereby certify to the truth of the matters contained in this application and agree to provide any other related information or documents upon request. I certify that I have read and understand all statements in the City-owned property purchase application.

Signature

Date

Print Name



Offer to Purchase

- 1.) I (We), _____ (hereinafter "Applicant") agree to purchase from the City of Syracuse all rights, title and interest of the City of Syracuse in and to the following property:

- 2.) Applicant hereby offers the City of Syracuse the sum of \$_____ to purchase the above property, **payable as follows:**
 - a. **\$500.00** by check or money order to be submitted with this application. This non-refundable deposit will become part of the purchase price should the application process be completed (See the p.2 for rules for deposit) *Make checks payable to the Commissioner of Finance.*
 - b. \$_____, representing the balance of the purchase price which shall be paid to the City at the time of closing. This payment must be made by certified check or money order, *payable to the Commissioner of Finance.*
- 3.) In addition to the purchase price, applicant agrees to pay the following:
 - a. \$_____ for the City to have the required title work performed on the subject property, payable within 10 days of written approval of this offer by the Real Estate Office, if applicable to the transaction. (This fee is used to engage the services of either Salt City Abstract Corp. or another title company to prepare a Certificate of Ownership, required tax seizure notices, and title bring down at the time of closing.)
 - b. \$_____ for an appraisal, if applicable to the transaction, performed by an independent certified appraiser, appointed by the City (See fee schedule on page 2; enter TBD if applicable). This fee is payable at closing.
 - c. All costs associated with recording the deed(s) in the Onondaga County Clerk's Office, payable at closing. The City of Syracuse will file the documents with the County Clerk, and they will be returned to the buyer once recorded.
 - d. Subsequent to closing, the cost associated with filing all tax discharge(s) in the Office of the Onondaga County Clerk (\$5.00 per year of delinquency).
- 4.) Applicant understands and agrees that they have either fully examined the property or have waived their rights to examine the property prior to closing. Applicant understands that they are purchasing the property "As Is" and is accepting it in the condition it will be in on the date of closing.
 - a. Applicant shall indemnify, defend, and hold harmless the City of Syracuse from and against any and all liability, suits, consent orders, administrative actions, and claims arising from the sale of this property including but not limited to the environmental condition of this property.
 - b. If there are outstanding violations on said property, Applicant is responsible to fix them.
- 5.) Applicant understands and agrees that the City will convey title "As Is," with no warranty of marketability. (Title insurance may be obtained at buyer's expense through Salt City Abstract Corp.)
- 6.) Applicant understands that the City will convey this property subject to easements and rights-of-way.



- 7.) Applicant understands and agrees that the intended use of this property shall not in any way conflict with the subject property's existing legal land use as specified by zoning rules and regulations of the City of Syracuse.
- 8.) Applicant understands and agrees to supply the City of Syracuse with a written statement of their intentions for the subject property and understands that the City reserves the right to request more detailed information. (In attached *Property Purchase & Development Proposal*)
- 9.) Applicant understands and agrees that upon closing and at their expense, they will apply for and obtain a Certificate of Adequacy or Certificate of Compliance, as appropriate for improved property.
- 10.) Applicant understands and agrees that from the date of this conveyance, the subject property shall not be used for any purpose other than the uses specified in the attached Property Purchase and Development Proposal, for a period of five (5) years. This covenant shall run with the land. If, within a period of five (5) years from the time of conveyance, the subject property is used for a purpose other than that defined within the scope of the attached Property Purchase and Development Proposal offer, the City of Syracuse, its successors or assigns, may reenter and reclaim the subject property.
- 11.) Applications are to be submitted by principals only. Applicant represents that there is no real estate broker in this transaction, that no real estate broker or agent has helped bring this sale, and that no commissions will be paid by the City to any broker or agent as result of this sale.
- 12.) Applicant understands that the City shall not be liable for any costs or expenses (including but not limited to the foregoing costs and expenses of legal counsel) incurred by submitting this application. All costs and expenses incurred by Applicant in connection with this application will be borne by Applicant, including but not limited to, all costs and expenses in connection with surveys, reports, plans, designs, schematics, studies, research, and any other due diligence work.
- 13.) Applicant understands and acknowledges that the City has relied on the representations made by Applicant and agrees and stipulates that if Applicant has provided any information under this contract to purchase that is incorrect or becomes incorrect at any time during the term of this agreement, the Applicant shall notify the City within seven (7) days of the incorrect information and issue a correction to the application with the correct information. At any time, if the City becomes aware of incorrect or misleading information regarding any application that has not been corrected, the City may, without any notice to Applicant, to declare this Agreement null and void, and the City shall have the right to retain any and all payments and deposits made by the Applicant with respect to this Agreement.
- 14.) If Applicant withdraws their offer subsequent to the approval of the sale by the Common Council and the Mayor, Applicant understands and agrees that the City reserves the right to retain all money deposited for the purchase of the subject property.
- 15.) Applicant understands and agrees that if Applicant is an employee or officer of the City, they must inform the Department of Neighborhood & Business Development of the nature of such employment at the time this offer is made. This offer shall be null and void if my position of office with the City violates any state or local rules regarding conflicts of interest or ethical responsibilities.

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- 16.) Applicant understands and agrees that the City reserves the right to solicit and accept other offers to purchase this property until legislation authorizing the sale is approved by the Common Council. The City, at its sole discretion, reserves the right to reject any offers submitted and to withdraw from the sale at any time prior to Common Council and Mayoral approval.
- 17.) Applicant understands that the City has no obligation to discuss its reasons for accepting or rejecting any applications.
- 18.) Applicant hereby stipulates and swears that Applicant does not own property in the City of Syracuse either individually or collectively through a partnership or corporation that is tax delinquent; nor are they a party to a Tax Trust Agreement with the City that is in default. Applicant understands that if they own property which is tax delinquent or if they are in default on a Tax Trust Agreement, this offer shall be declared null and void and the City shall retain any and all payments by Applicant to the City in respect to this agreement.
- 19.) Applicant understands and agrees that the purchase price stated in this contract is affected by the tax delinquent status of this property, as well as by the City of Syracuse's commitment to restoring the property to tax-paying status; this price therefore in no way represents the market value or assessed value of this property, unencumbered.
- 20.) Applicant is not acting on behalf of or as a representative of the current owner or any party holding an interest in the subject property. Applicant understands and agrees that if they transfer the property, it shall not be to the party in which the City of Syracuse exercised its authority for the taking of the Tax Deed.
- 21.) Applicant understands and agrees that the acceptance of this offer is contingent upon the full satisfaction of the above terms and conditions and is not final until an ordinance authorizing the sale is adopted by the Common Council and approved by the Mayor.

Offer Summary

Offer component:	Amount:
Deposit:	\$500.00
Purchase offer/sale price:	
Appraisal fee:	
Total Purchase Offer:	

Applicant **Signature:** _____ **Date:** _____

Applicant **(Print Name):** _____