CITY OF JOHNSTOWN

PROPERTY PROPOSAL FORM

City of Johnstown
33-41 East Main Street
Johnstown, New York 12095
(518) 736-4011

Website: cityofjohnstown.ny.gov Facebook: City of Johnstown, New York

SBL #	PROPERTY LOCATION

TERMS OF SALE

1. There is a minimum offer price of $1,000.00 on each property.

2. All proposals must include a description of how each property will be used, how each property will be improved, and a proposed purchase price.

3. A separate proposal application must be submitted for each individual parcel you are making a proposal for. You are free to make as many copies as you need.

4. To view property, please call the City Engineer's office at 518-736-4014 to schedule an appointment.

5. The premises will be conveyed "as is" and subject to the easements, restrictions, covenants and conditions of record affecting said premises and to such state of facts as an accurate survey would disclose. The deed delivered shall contain the assessment roll description of the premises and not a metes and bounds description.

6. The City of Johnstown Common Council reserves the right to reject any and all offers. All sales are subject to the approval of the Common Council. The City is NOT mandated to sell the property even if applications are received for said property.

7. No representations of any kind are or have been made by the City of Johnstown or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon. It is the purchaser's responsibility to contact Code Enforcement as to any open code violations.

8. Sale of city-owned property is made subject to the following conditions:

    a. If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing and fire prevention codes of the City of Johnstown within six (6) months of closing, unless otherwise indicated.

    b. If there is a structure on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within three (3) months of closing.

    c. If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform to the surrounding area and comply with building, housing and fire prevention codes of the City of Johnstown within one (1) year after the date of the Deed.

    d. If vacant land is not purchased for building purposes, it must be cleaned and continue to be maintained so as not to be a nuisance or detriment to its neighborhood within fifteen (15) days of closing.

    The above-mentioned time periods for repair, demolition, maintenance or construction may be extended for up to six (6) months upon submission by the property owner of a compliance plan which has been approved by the Chief Code Enforcement Officer. Any further extensions of time may be made only by the Common Council upon written request of the purchaser.

9. The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Johnstown until the full purchase price and charges are paid and the Deed is received by the purchaser, unless written consent is provided by the City of Johnstown.

10. Prior to the approval of the sale by the Common Council, the purchaser shall submit a Non-Collusion Statement under oath and penalty of perjury setting forth the following:

    a. That the Purchaser is the real party in interest, or if the purchaser is acting as an agent, the name of the principal.

    b. A statement that no person, other than those listed, are financially or beneficially interested in the sale.

    c. Does any public official, officer, agent or employee of the City of Johnstown have an interest in the transaction? If YES,

state the name and position of the official, agent or employee.

d. That no collusion with any other purchaser or public official has taken place.

e. State relation to previous owner, if any.

f. A list of all of the real property the purchaser owns in the City of Johnstown or has owned in the last five (5) years in the City of Johnstown.

g. A list of all properties on which delinquent taxes are due and owing to the City.

h. A statement whether or not the City of Johnstown has ever taken title to any property owned by the purchaser via an In Rem Tax Foreclosure proceeding.

i. If the purchaser is a corporation, a statement identifying by name and address the major stockholders and officers of the corporation.

j. A statement whether or not the purchaser owns any property in the City of Johnstown upon which a vacant or abandoned building is located.

11. A closing on the property shall take place within thirty (30) days of Common Council approval at which time the Purchaser shall pay to the City Treasurer's Office the balance of the purchase price and a $25.00 advertising fee. In addition, the purchaser will be responsible for all recording fees, pro-ration of county, city and school taxes and transfer tax required by the Fulton County Clerk. The property will be conveyed to the purchaser by Quit Claim Deed. Upon default of such payment, the City shall retain the down payment which is not a penalty but liquidated damages. This period may be extended only for extenuating circumstances and only with the approval of the Common Council.

12. A Reverter Agreement is mandatary upon closing and a reverter provision shall be contained in the deed providing that the property will revert back to the City of Johnstown upon the occurrence of the following. Building permits are required for any work being done:

    a. owner's failure to make the subject real property substantially compliant with Johnstown City Code within 18 months of obtaining title;
    b. failure to comply with the terms and conditions of the Terms of Sale. Extension may be granted upon consent of the City with reason submitted to the Common Council for approval. Upon implementation of the Reverter, the Applicant shall forfeit all fees and title shall revert back to the City.

If you have any extra comments please indicate below: If there is any other information you believe would be helpful regarding your application, please include it.

ALL PROCEEDS DUE BY THE PURCHASER SHALL BE PAID VIA CERTIFIED BANK CHECK OR MONEY ORDER. NO OTHER FORM OF PAYMENT SHALL BE ACCEPTED.

I HAVE READ AND AGREE TO COMPLY WITH THESE TERMS OF SALE

Proposed Purchaser Signature(s):

DATED: _____/_____/_____ _____

DATED: _____/_____/_____ _____

SBL #	PROPERTY LOCATION

PROPERTY USE / DEVELOPMENT INFORMATION

This Property Proposal should be completed by the proposed Purchaser/Developer and submitted to the City Clerk's Office. Each proposal will be thoroughly reviewed based on the criteria outlined below. Final approval of any proposal or sale of city-owned property must be made by the Common Council. After closing, owners will be required to:

1. Secure buildings within five (5) days.
2. Begin work on necessary repairs or improvements within 30 (thirty) days.

If these conditions are not met, the City of Johnstown may take title to the property and offer it for sale to another party.

USE / DEVELOPMENT CRITERIA

Recommendations will be made to the Common Council based on the following evaluation criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

INSTRUCTIONS FOR COMPLETING PROPOSAL FORM:

Each proposal should be detailed separately in the spaces provided on the form. Proposals involving more than one property may be detailed on one form with forms for additional properties attached. All spaces should be filled in or a notation made where the information requested is not applicable. Provide all information you feel is important to facilitate review and analysis of each proposal.

1. Proposed Use:
   Briefly describe the proposed use to be made of the property. If residential, give number of units. If owner will reside on the property, check the box marked "owner occupancy".

2. Summary of Improvements:
   List all improvements proposed to be made on the property and supply an estimate of the cost of each. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

3. Proposed Method:
   Explain how improvements are to be made. This information should include:
   a. who will do the work,
   b. how the work will be completed, and
   c. a statement outlining the experience of those who will do the work in this kind of project.

4. Proposed Purchase Price:
   Enter the amount to be paid for purchase of the property only. Should your offer be accepted, the amount must be paid within 30 (thirty) days of approved by the Common Council.

5. Signature:
   Enter the name of the organization/individual making this proposal. If a corporation, list the names of the principals in that organization. Enter a mailing address, telephone number, date and sign the form in the space provided.

SBL #	PROPERTY LOCATION

PROPERTY PROPOSAL FORM

PROPERTY OF INTEREST	
Address:	SBL# (if known):

APPLICANT(s) INFORMATION	
Name:	Name:
Business Name:	
Address:	
Phone: ( )	Email:
Do you currently own property in the City of Johnstown ☐ Yes ☐ No If yes, please give location(s)	

PROPOSED OWNER, IF DIFFERENT THAN ABOVE	
Name:	Name:
Business Name:	
Address:	
Phone: ( )	Email:

1. **PROPOSED USE**
☐ Owner occupied ☐ Rental ☐ Business ☐ Re-sell ☐ Other: _____
Is demolition planned of any structure on property? ☐ Yes ☐ No
If yes, explain: _____
_____

SBL #	PROPERTY LOCATION

2. **SUMMARY OF IMPROVEMENTS** List all improvements proposed to be made on the property and supply an estimate of the cost. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

Do you plan to repair or replace?

☐HVAC System $_____	☐Electrical $_____	☐Flooring, Walls, Ceilings $_____
☐Plumbing $_____	☐Roof $_____	☐Fencing $_____
☐Windows, Doors $_____	☐Parking $_____	☐Outbuildings $_____
☐Landscaping $_____	☐Sidewalk $_____	☐Driveway $_____

Please include any additional work to be completed:

Estimated Total Costs: $_____

3. **PROPOSED METHOD** Explain how improvements are to be made.

A. Who will be completing work:

B. How & when will work be completed:

C. Experience of those completing work:

4. PROPOSED PURCHASE PRICE	**$**

5. SIGNATURE (S)

I swear under penalties of perjury that I have completed this request to acquire city owned property completely and accurately. I acknowledge that this information is being provided to a public official and is a matter of public record. I also understand that the failure to complete the questions completely and accurately could result in rejection of the application, disqualification as a potential purchaser, and subject me to civil and criminal remedies.

This offer is being made to the City of Johnstown, New York in the form of a written proposal for purchase, improvements and maintenance of the aforesaid property. I / We understand and agree that my / our offer is made subject to and contingent upon said Terms of Sale, a copy of which is attached hereto and made a part hereof and which I / We have signed.

Proposed Purchaser Signature(s):

DATED: _____/_____/_____ _____

DATED: _____/_____/_____ _____

Should your Proposal/offer be accepted, please print below the name you wish to have indicated on the closing documents which will be filed with the Fulton County Clerk's office. This information will not be changed once your Proposal/offer is accepted by the Common Council:

Name(s) / Business: _____

Mailing Address / PO Box: _____

City: _____ Zip: _____

Phone: _____

SBL #	PROPERTY LOCATION

NON-COLLUSION STATEMENT

1. I am the party of interest. There are no persons, other than those listed, who are financially or beneficially interested in the sale.

2. No public official, officer, agent or employee of the City of Johnstown is interested in the transaction, except:

   _____, whose position is _____.

3. No collusion with any other purchaser or any public official has taken place.

4. My relationship to the previous owner is: _____.

5. Listed below is a list of all of the real property that I own in the City of Johnstown or have owned in the last five (5) years in the City of Johnstown :

   _____ _____

   _____ _____

6. Listed below is a list of all the real property that I own in the City of Johnstown on which delinquent taxes are due and owing to the City of Johnstown:

   _____ _____

   _____ _____

7. I hereby declare that the City of Johnstown has never taken title to any property owned by me via an In Rem Tax Foreclosure proceeding except:

   _____ _____

   _____ _____

8. If the purchaser is a corporation, state below, identifying by name and address, the major stockholders and the officers of the corporation:

   _____

   _____

9. I own no property in the City of Johnstown upon which a vacant or abandoned building is located except:

   _____ _____

   _____ _____

Proposed Purchaser Signature(s):

DATED: _____/_____/_____ _____

DATED: _____/_____/_____ _____

WHAT IS A QUIT CLAIM DEED?

The meaning of a quitclaim deed lies, literally, within its name. The person, or grantor, giving the deed over to another person or estate, the grantee, is quitting any claim or interest he/she may have in the real property. Quitclaim deeds make no such promises, guarantees or warranties of a clear title to the property.

Whenever a property is sold by a local government due to unpaid property taxes, the buyer will normally only receive a quitclaim deed. It's also possible that mortgage lenders or other lien holders may still have a legitimate interest in the property. Clearing up those clouds on the title can take effort and cost, sometimes a significant amount of money. Many buyers often purchase title insurance from a title company to help protect against such issues.

A quitclaim deed makes no assurance that the grantor actually has an ownership interest in a property; it merely states that if the grantor does, he/she releases those ownership rights. As a result, when accepting a quitclaim deed, the buyer of a property accepts the risk that the grantor of the deed may not have a valid ownership interest and/or that there may be additional ownership interests in the property. Title insurance is not issued in conjunction with a quitclaim deed.