SUFFOLK COUNTY
DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

AUCTION SALE
SURPLUS COUNTY-OWNED REAL ESTATE

9:00 A.M. THURSDAY, OCTOBER 23, 2008
PARCEL NOS 1 THRU 164

TO BE HELD AT:

MARRIOTT HOTEL ISLANDIA
LONG ISLAND
3635 EXPRESS DRIVE NORTH
ISLANDIA, NEW YORK 11749

MANDATORY REGISTRATION
October 3RD AND 10TH 10:00 A.M.- 1:00 P.M.
OCTOBER 7TH 1:00 P.M.-4:00 P.M.
H. LEE DENNISON BUILDING MEDIA ROOM
100 VETERANS MEMORIAL HIGHWAY, HAUPPAUGE, New York 11788

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

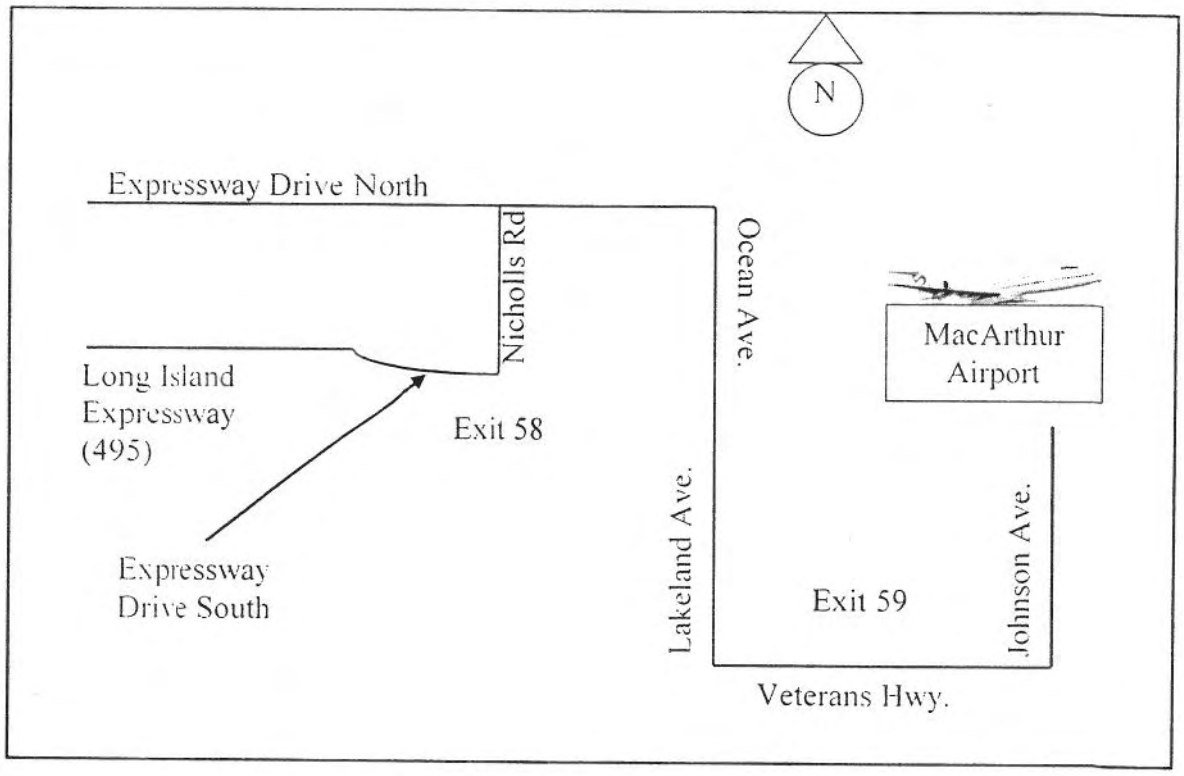
CARRIE MEEK GALLAGHER
COMMISSIONER
DEPARTMENT OF ENVIRONMENT
AND ENERGY

CHRISTOPHER E. KENT
DIVISION DIRECTOR
DIVISION OF REAL PROPERTY
ACQUISITION & MANAGEMENT

For Information:
Internet Web Site:
http://www.co.suffolk.ny.us

Hot line (631) 853-5908

Marriott
ISLANDIA LONG ISLAND



DIRECTIONS: ***Via Long Island Expressway (I-495)***

Eastbound:

L.I.E. Exit 58. Turn left at light (Nichols Rd.). Turn Left at next light (Express Drive North). The Islandia Marriott Long Island is just ahead on your right.

Westbound:

L.I.E. Exit 58. Follow ramp to light (Express Drive North), go straight. The Islandia Marriott Long Island is just ahead on your right.

From MacArthur Airport:

Right on Veterans Highway. Follow to Lakeland Ave. and make right. Lakeland Ave. becomes Ocean Ave. Make left on Express Drive North. Stay on Express Drive North 2 miles, Hotel is on the right.

Hotel Phone: 631-232-3000

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 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 PRE AUCTION REGISTRATION:

Registration of Purchasers for this Auction is now mandatory in order to be eligible to bid at the October 23, 2008 auction and subsequently purchase property from the County of Suffolk.

All bidders, except third party bidders, shall be required to register prior to the auction. In the event of third party bidding, the purchaser/principal shall be required to register prior to the auction. 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 and may further require providing an official photographic identification, 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.

Individuals acting on behalf of others not in attendance at the auction, must produce a Power of Attorney or other appropriate authorizing document, duly executed and notarized. Organized entities (Inc., Corp., LLC) are required to provide a corporate resolution or appropriate documentation of the organization prior to the auction authorizing the entity's participation in said auction and a resolution of the organized entity authorizing the purchase of real property prior to the transfer of title.

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 pre-registers as required herein.

Registration forms are available in the brochure and will be available to be completed and submitted during the three scheduled dates to register. The mandatory registration dates are Friday, October 3rd, at 10:00 a.m. to 1:00 p.m., Tuesday, October 7th, at 1:00 p.m. to 4:00 p.m., and Friday, October 10th, at 10:00 a.m. to 1:00 p.m. The registration will be in the Media Room of the H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York. Registration form(s) must be filled out in their entirety, entering "Not Applicable" where appropriate, executed in the presence of a notary and returned on one of the three registration dates above. A notary will be present at the three dates set for registration. Bidding cards will be issued on the day of the auction at the auction site, The Marriott Hotel Islandia. Issuance of bid cards will start at 8:00 am, one hour prior to the auction commencement.

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 PERSONAL CHECKS EXCEPT THOSE CHECKS GIVEN AS PAYMENT FOR THE AUCTION FEES.** THE REQUIRED TWENTY (20%) PERCENT DEPOSIT DUE ON THE FINAL BID MUST BE PAID IN CASH, CERTIFIED CHECK, BANK CHECK, TRAVELER'S CHECK OR MONEY ORDER. THERE WILL BE A TWENTY ($20.00) DOLLAR FEE CHARGED FOR ANY CHECK RETURNED BY THE BANK AS UNCOLLECTIBLE.

Some parcels included in this auction will be conveyed subject to a restrictive covenant. See paragraph 32 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 natural children or natural parents. ASSIGNMENTS SHALL ONLY BE AUTHORIZED AS PROVIDED IN PARAGRAPH 18 IN THE "TERMS AND CONDITIONS". 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.

In addition, as required by Resolution No. 468-2008, all residential properties within a mapped area as described in said Resolution that are offered at auction shall require the owner of the parcel or his or her children or parents to occupy the premises for a period of ten (10) years

subsequent to the issuance of a Certificate of Occupancy for the subject parcel. Please See a copy of Resolution No. 468-2008 on Page 55.

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 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 .5% surcharge on winning bids between $0 and $50,000;

B) a .75% surcharge on winning bids between $50,001 and $100,000; and

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: hhtp://www.co.suffolk.ny.us

Christopher E. Kent
Director
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 Article 11 of the Real Property Tax Law of the State of New York, and all known rights 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 at pages [42-54], contain complete and detailed information on all terms of this auction sale. We urge you to read them carefully. **PURCHASER WILL BE EXPECTED TO ABIDE BY EACH AND EVERY TERM AND CONDITION LISTED THEREIN.**

4. **AUCTION SALE**- This sale will be conducted as a Public Auction, not as a sealed bid sale. BIDDERS (or individuals acting on their behalf) MUST ATTEND THE AUCTION. There will be two sessions, a morning session separated by a break for lunch and an afternoon session. The parcel number at which the morning session will conclude will be determined at the auction at the discretion of the Director. **At the auction, within one-half hour after the final bid for each parcel the successful bidder must present certified checks, bank checks, money orders or traveler's checks in the amount of 20% of the final bid as a down payment.** All successful bids in one session must be finalized before commencement of the next session or the underlying sales will be deemed cancelled. Certified checks, bank checks or money orders shall be made payable to the Purchaser's own name and shall be endorsed over to the Division of Real Property Acquisition And Management at the time of the Auction. **IF YOU FAIL TO CLOSE TITLE YOU WILL FORFEIT YOUR DOWN PAYMENT.**

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 Purchasers 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, terms and condition 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 Suffolk County's 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 Purchasers are expected to have previously verified all information relative to said property.**

Inspection of commercial and industrial properties should not interfere with businesses operating thereon. Parcels that are improved by occupied homes may only be inspected on the dates and at the times set forth in this bulletin; 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**- ALL BIDDERS, EXCEPT THIRD PARTY BIDDERS, SHALL BE REQUIRED TO REGISTER PRIOR TO ALL AUCTIONS. In the event of third party bidding, the purchaser/principal shall be required to register prior to the auction. Such registration will be a condition of participation in said auction and shall consist of the execution of a registration form designated for use by the Director and may further require providing an official photographic identification, 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.

When third party bidding is permitted, 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. Organized entities (Inc., Corp., LLC.) are required to provide a corporate resolution or appropriate documentation prior to the auction authorizing the entity's participation in said auction and such appropriate documentation authorizing the purchase of real property prior to the transfer of title.

8. **AT THE AUCTION**- Each bidder is responsible to signal his or her bid to the auctioneer. Bids may be signaled either by raising the unique number issued to him or her for purposes of bidding at the auction or advising a bid assistant of your intent to bid. LISTEN CAREFULLY TO ALL ANNOUNCEMENTS MADE BEFORE THE AUCTION. Announcements take precedence over written materials. This is how the auctioneer corrects, updates, adds or deletes information before the bidding starts. After showing your unique bid number, introduce yourself to one of the bid assistants who is working the section of seating you have chosen. It is their job to assist you during the auction, relay bids to the auctioneer, and answer your questions. Tell the bid assistant the property(ies) in which you're interested and give them an opening bid-not your top price-but a reasonable start. When that property comes up for auction, the assistant will look to you for your bids. Several people may be bidding at first, but as the price increases, most will drop out. Each time a bid is recognized somewhere else, you must decide whether or not to continue bidding. Do not hesitate to call out to the bid assistant or to the auctioneer if you don't think they've noticed you. Make your decisions obvious.

Professional auctioneers do not want you to "accidentally" buy something. If you say "No", mean it. When you have reached your limit, simply tell the bid assistant or auctioneer "No" the next time you're asked to raise the bid. If you say no, they may say "Sold" to someone else, and then it's too late for you to change your mind. If you say "No", mean it. If you are declared the successful bidder you will be asked to proceed to the contract table to sign the contract and to turn over your deposit money.

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 28 of the "TERMS AND CONDITIONS OF SALE" for further information.

11. **CLOSINGS**- The closing of title on properties purchased at auction shall take place on a date determined by the Director of the Division of Real Property Acquisition and Management. 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 may contact the Division of Real Property Acquisition and Management at (631)853-5939 for further closing information.

12. **AUCTION FEES**- IN ADDITION TO THE AMOUNT OF A SUCCESSFUL BID, EACH PURCHASER MUST PAY AUCTION FEES AS MORE PARTICULARY DESCRIBED IN PARAGRAPH 3 OF THE "TERMS AND CONDITIONS OF SALE" LOCATED AT THE REAR 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. **The auction fee is separate and apart from the final bid price and shall be paid by separate check. This payment may be by personal check.**

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 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 .5% surcharge on winning bids between $0 and $50,000;

B) a .75% surcharge on winning bids between $50,001 and $100,000; and

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. For this auction only and to assist in the ease and timeliness of closings, the County of Suffolk has, in some cases, used title companies to review the abstracts concerning the parcels offered for sale. Upon request the title company which has agreed, in principle, to the readiness to insure title will be supplied.

15. The brochure appears on the internet at:
http://www.co.suffolk.ny.us

Below are listed 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
Ct.	Court
Dr.	Drive
E/O	east of
E/S/O	east side of
Hwy.	Highway
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
P/O	part of
paper street	any street appearing on a filed map, but not actually cut through or improved
Pkwy.	Parkway
Pl.	Place
Rd.	Road
R.O.W.	right of way
S/O	south of
S/E/C/O	south east corner of
S/S/O	south side of
St.	Street
S/W/C/O	south west corner of
Tnpk.	Turnpike
W/O	west of
W/S/O	west side of

INSPECTION OF IMPROVED PARCELS

Improved parcels can be inspected at the following dates and times.

The assigned date and time **WILL BE THE ONLY TIME** the improved parcel will be available for inspection. Entering any parcel, at any date or time other than the assigned date and time listed below, is trespassing.

AN AGENT FROM SUFFOLK COUNTY WILL BE AT EACH LOCATION FOR ONE AND ONE HALF HOURS (1 ½).

Date	Parcel	Tax Map No.	Location
Mon., Oct. 6, 2008			
9:00 am – 10:30 am	2	0100-018-01-069	1 Milleridge Dr., Deer Park
11:00 am – 12:30 pm	28	0100-171-03-040	33 Benjoe Dr., N. Amityville
1:30 pm – 3:00 pm	17	0100-099-01-047.003	Hollywood Motel (landlocked)
Tues., Oct. 7, 2008			
11:30 am – 1:00 pm	37	0200-291-03-011	108 Ridge Rd., Ridge
9:00 am – 10:30 am	38	0200-317-01-009	2 Settler Dr., Coram
Wens., Oct. 8, 2008			
8:30 am – 10:00 am	50	0200-677.10-01-064	44 Village Circle S.,Manorville
Thurs., Oct. 9, 2008			
9:00 am – 10:30 am	117	0200-976.90-03-049	3 Pine Rd., Mastic Beach
11:00 am – 12:30 pm	120	0200-979.10-06-046	6 Juniper Rd., Mastic Beach
Fri., Oct. 10, 2008			
9:00 am – 10:30 am	144	0500-152-03-011	31 Opal St., Holbrook
11:30 am – 1:00 pm	154	0500-367-02-051	119 North 1st Ave., Bay Shore

BIDDING INCREMENTS

The following Bid Increments are used as a guideline by the Division Director of the Division of Real Property Acquisition and Management. The Division Director reserves the right to modify the Bidding Increments for this Auction.

BID AMOUNTS			BID INCREMENTS
$100	to	$499	$25
$500	to	$999	$50
$1,000	to	$4,999	$100
$5,000	to	$9,999	$200
$10,000	to	$19,999	$500
$20,000	to	$49,999	$1,000
$50,000	to	$99,999	$2,000
$100,000	to	$299,999	$5,000
$300,000	to	$599,999	$10,000
$600,000	to	$999,999	$25,000
$1,000,000		+	$50,000

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
1	0100	012.00	02.00	001.000	126' W/O Stonington Cir., 200' N/O Ethel Ct., Wheatly Heights PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	213' x 92' x 193' LANDLOCKED	$1,000.00
2	0100	018.00	01.00	069.000	N/E/C/O Milleridge Dr. & Half Hollow Rd., a/k/a 1 Milleridge Dr., Deer Park DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	81' x 92' x 111' x 127 IMPROVED	$160,000.00
3	0100	030.00	01.00	083.000	E/S/O Woodland Ave., 84' S/O Hickory St., Farmingdale	30' x 142'	$2,000.00
4	0100	040.00	03.00	056.001	E/S/O Buchanan Ave., 727' S/O Nichols Rd., Wyandanch	35' x 103' x 40' x 138'	$2,000.00
5	0100	053.00	02.00	064.000	E/S/O S. 30th St., 100' S/O Garden City Ave., Wyandanch PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	25' x 100'	$200.00
6	0100	055.00	01.00	051.000	W/S/O S. 26th St., 100' N/O Levey Blvd., Wyandanch PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$2,000.00

TAX MAP NUMBERS FOR REFERENCE ONLY - - - ALL SIZES ARE APPROXIMATE

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
7	0100	058.00	04.00	053.000	W/S/O Henry St., 289' S/O Irving Ave., Wyandanch	40' x 100'	$2,000.00
8	0100 0100	080.00 080.00	02.00 02.00	090.005 090.006	S/S/O New Ave., 558' W/O Mount Ave., Wyandanch	240' x 10'	$250.00
9	0100	080.00	02.00	114.000	W/S/O King St., 130' S/O Wyandanch Ave., Wyandanch PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	20' x 100'	$250.00
10	0100	083.00	01.00	014.000	E/S/O Bedford Ave., 836' S/O Jefferson Ave., Wyandanch	49' x 186'	$30,000.00
11	0100	083.00	01.00	026.000	W/S/O Chestnut St., 400' S/O Jefferson Ave., Wyandanch	40' x 125' x 40' x 132'	$15,000.00
12	0100	083.00	02.00	048.000	W/S/O Spruce St., 280' S/O Jefferson Ave., Wyandanch PARCEL IS SUBJECT TO A DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN LIBER 11700, PAGE 311.	40' x 100'	$500.00
13	0100 0100	083.00 083.00	02.00 02.00	084.000 087.000	S/E/C/O Jefferson Ave. & Beech St., Wyandanch	155' x 40' x 112' x 60' x 40' x 100'	$35,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
14	0100	083.00	04.00	070.004	N/S/O New Ave., 150' E/O Saratoga Ave., Wyandanch	75' x 100'	$25,000.00
15	0100	083.00	04.00	070.005	N/S/O New Ave., 225' E/O Saratoga Ave., Wyandanch	75' x 100'	$25,000.00
16	0100	089.00	02.00	040.000	E/S/O E. 2nd St., 475' S/O Oakland Ave., Deer Park	5' x 100' x 60' x 113' LANDLOCKED	$1,500.00
17	0100	099.00	01.00	047.003	289' S/E/O Babylon-Farmingdale Rd. (a/k/a S.R. 109), S/W/O Southern State Pkwy., Farmingdale	78' x 76' x 51' IMPROVED, LANDLOCKED	$20,000.00
18	0100	102.00	02.00	012.000	S/S/O Matthews Ave., 538' E/O Straight Path (a/k/a C.R. 2), West Babylon	31' x 250'	$3,500.00
19	0100	121.00	03.00	061.000	W/S/O Madison St., 100' N/O Lincoln Ave., Farmingdale PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$500.00
20	0100	128.00	02.00	023.000	N/W/C/O Tenety Ave. & Feustal St., North Lindenhurst	50' x 100'	$5,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
21	0100	141.00	01.00	072.000	N/W/C/O Belmont Ave. & Claremont Ave., West Babylon	35' x 101' x 21' x 100'	$100.00
22	0100	152.00	02.00	027.000	N/E/C/O Deer Park Ave. & Thoreau Rd., North Babylon PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	39' x 60' x 70'	$100.00
23	0100	155.00	01.00	097.000	W/S/O Washington Dr., 75' N/O Tremont Rd., N. Lindenhurst PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	25' x 101'	$3,000.00
24	0100 0100 0100	157.00 157.00 157.00	01.00 01.00 01.00	002.000 003.000 004.000	N/S/O Sunrise Hwy. (a/k/a S.R. 27), 368' E/O Sand St., West Babylon	150' x 5' x 155' x 45'	$300.00
25	0100	170.00	02.00	067.000	S/S/O Garfield Ave., 162' E/O Washington Ave., Amityville	40' x 100'	$3,500.00
26	0100	170.00	02.00	082.000	S/E/C/O Grant Ave. & Washington Ave., Amityville PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	20' x 100'	$1,500.00
27	0100 0100	171.00 171.00	01.00 01.00	059.000 060.000	N/S/O Madison Ave., 320' E/O Cahill St., Amityville	30' x 125'	$2,500.00

TAX MAP NUMBERS FOR REFERENCE ONLY - - - ALL SIZES ARE APPROXIMATE

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
28	0100	171.00	03.00	040.000	S/S/O Benjoe Dr., 340' E/O Floral Dr., a/k/a 33 Benjoe Dr., North Amityville	60' x 100'	$85,000.00
					DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	IMPROVED	
29	0100	231.00	02.00	061.000	N/E/C/O Pershing Ave. West & W. Babylon Creek, Babylon	100' x 29' x 108'	$25,000.00
					PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	WATERFRONT	
30	0103	009.00	01.00	053.001	N/S/O Akron St., 230' W/O New York Ave., Lindenhurst	25' x 100'	$21,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
31	0200	059.00	01.00	021.000	155' S/W/O Harvard Rd., 299' N/W/O North Country Rd., Shoreham PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	90' x 90' x 91' LANDLOCKED	$100.00
32	0200	084.00	02.00	010.000	W/S/O Zophar Mills Rd., 353' S/O Jacobs La., Wading River PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	29' x 251' x 240'	$200.00
33	0200	110.00	04.00	010.000	N/W/C/O S. Jersey Ave. & S. Jersey Ave. Ext., Setauket	50' x 72'	$2,500.00
34	0200	140.00	01.00	021.002	S/S/O Vidoni Dr., 100' N/W/O Fowler Ln., Mount Sinai PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	119' x 11' x 120' LANDLOCKED	$100.00
35	0200	226.00	01.00	032.003	W/S/O Arrowhead La., 115' S/W/O Old Town Rd., Setauket PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	101' x 3' x 120' x 41'	$100.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
36	0200	236.00	01.00	015.000	E/S/O Miller Place-Middle Island-Yaphank Rd., 83' S/O Parkside Ave., Miller Place PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	137' x 62' x 125' x 7'	$4,000.00
37	0200	291.00	03.00	011.000	W/S/O Ridge Rd., a/k/a 108 Ridge Rd., Ridge DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	126' x 346' x 369' IMPROVED	$75,000.00
38	0200	317.00	01.00	009.000	S/W/C/O Settler Dr. & Mt. Sinai-Coram Rd., a/k/a 2 Settler Dr., Coram DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	116' x 35' x 87' x 123' x 130' IMPROVED	$200,000.00
39	0200	337.00	01.00	046.003	W/S/O Long St., 220' S/O Orange Ave., Selden PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	25' x 100'	$500.00
40	0200	339.00	04.00	034.000	95' E/O Crescent St., 375' S/O Grace Ln., Coram PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	100' x 143' LANDLOCKED	$1,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
41	0200	369.00	04.00	017.003	N/S/O Julie La., 432' W/O N. Bicycle Path, Selden PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	20' x 100'	$750.00
42	0200	418.00	04.00	004.000	304' N/O Nesconset-Port Jeff. Sta. Rd. (a/k/a S.R. 347), 564' E/O Parson Dr., Stony Brook	50' x 116' LANDLOCKED	$15,000.00
43	0200	420.00	01.00	006.000	278' S/O Hawkins Ave., 230' W/O Forest Ct., Centereach	149' x 366' LANDLOCKED	$15,000.00
44	0200	479.00	01.00	041.000	E/S/O W. Yaphank Rd., 100' S/O Beach Ln., Coram	101' x 150' x 100' x 165'	$35,000.00
45	0200	526.00	01.00	009.002	N/S/O R.O.W., 378' W/O Maple La., Middle Island	100' x 228'	$25,500.00
46	0200	579.00	02.00	045.002	N/S/O Linderman Ct., 220' E/O German Blvd., Yaphank	50' x 100'	$25,000.00
47	0200	615.00	01.00	016.000	S/S/O Carleton Dr. (paper street), 150' E/O Revilo Ave., Shirley	50' x 200'	$17,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
48	0200	617.00	03.00	040.000	W/S/O Yaphank Manor Rd., 1,200' N/O Moriches-Middle Island Rd., Manorville	80' x 150'	$30,000.00
49	0200	675.00	04.00	008.000	E/S/O Weeks Ave., 1,354' S/O Moriches-Middle Island Rd., Manorville	91' x 150'	$55,000.00
50	0200	677.10	01.00	064.000	N/S/O Village Circle South, 308' W/O Lime Tree Dr., a/k/a 44 Village Circle South, Manorville	41' x 80' IMPROVED	$21,000.00
51	0200	786.00	05.00	007.000	S/S/O Sunrise Hwy. (a/k/a S.R. 27), 55' W/O Navy Pl., Mastic PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	44' x 78' x 40' x 60'	$2,200.00
52	0200	824.00	06.00	002.000	E/S/O Dana Ave., 280' N/O Allyn St., Mastic PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$2,000.00
53	0200	824.00	06.00	034.000	E/S/O Montgomery Ave., 40' N/O Allyn St., Mastic	40' x 100'	$2,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
54	0200	824.00	08.00	010.000	S/S/O Classon Ave., 100' W/O Pershing St., Mastic PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$2,000.00
55	0200	844.00	02.00	029.000	W/S/O Miller Ave., 819' S/O Horse Block Rd. (a/k/a C.R. 16), Yaphank PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE.	100' x 100'	$20,000.00
56	0200	850.00	03.00	017.000	S/W/C/O Sunrise Hwy. (a/k/a S.R. 27) & Auborn Ave., East Shirley PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	202' x 10' x 200' x 34'	$1,500.00
57	0200	854.00	03.00	002.000	S/S/O Patchogue Ave., 60' E/O Douglaston St., Mastic	60' x 100'	$25,000.00
58	0200	907.00	07.00	040.000	W/S/O Concord Rd., 200' S/O Linden Ave., Mastic PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	25' x 100'	$500.00
59	0200	921.00	03.00	042.000	S/W/C/O Log Rd. & Madison Ave. (paper street), Holtsville	89' x 45' x 80' x 10'	$100.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
60	0200	930.00	02.00	013.000	S/E/C/O Martha Ave. & Walker Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 80'	$12,500.00
61	0200	959.00	02.00	012.000	W/S/O Bourdois Ave., 400' S/O Hampton Ave. (paper street), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
62	0200 0200 0200	959.00 959.00 959.00	03.00 03.00 03.00	022.000 023.000 024.000	E/S/O Davidson Ave., 100' S/O Hampton Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	325' x 100'	$40,000.00
63	0200 0200 0200	960.00 960.00 960.00	02.00 02.00 02.00	045.000 046.000 047.000	E/S/O Agamemnon Ave., 275' N/O Hampton Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	175' x 100'	$15,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
64	0200	973.70	01.00	007.000	E/S/O Walker Ave. (paper street), 100' S/O Patchogue Ave., East Patchogue DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$10,000.00
65	0200	973.70	01.00	067.000	E/S/O Hagerman Ave. (paper street), 525' N/O Brookhaven Ave., East Patchogue DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$10,000.00
66	0200 0200 0200	973.80 973.80 973.80	01.00 01.00 01.00	017.000 018.000 019.000	E/S/O Mead Ave., 75' S/O Patchogue Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$20,000.00
67	0200	973.80	01.00	030.000	W/S/O Provost Ave. (paper street), 175' S/O Patchogue Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	150' x 100'	$15,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
68	0200	973.80	02.00	002.000	E/S/O Provost Ave., 160' N/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
69	0200	973.80	02.00	006.000	E/S/O Provost Ave., 80' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
70	0200	973.80	02.00	034.000	S/W/C/O Patchogue Ave. & McDonald Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
71	0200	973.80	02.00	040.000	W/S/O McDonald Ave., 320' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
72	0200	973.80	02.00	048.000	W/S/O McDonald Ave., 240' N/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
73	0200	973.80	03.00	030.000	W/S/O Bourdois Ave., 80' S/O Patchogue Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
74	0200	973.80	03.00	035.000	W/S/O Bourdois Ave., 240' N/O Patchogue Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
75	0200	973.80	03.00	042.000	N/W/C/O Brookhaven Ave. & Bourdois Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
76	0200	973.80	04.00	003.000	E/S/O Bourdois Ave., 80' N/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
77	0200	973.80	04.00	005.000	S/E/C/O Brookhaven Ave. & Bourdois Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
78	0200	973.80	04.00	006.000	E/S/O Bourdois Ave., 80' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00
79	0200	973.80	04.00	008.000	E/S/O Bourdois Ave., 240' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$12,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
80	0200	973.80	04.00	025.000	N/E/C/O Atlantic Ave. & Bourdois Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	90' x 100'	$25,000.00
81	0200 0200 0200	973.80 973.80 973.80	04.00 04.00 04.00	026.000 027.000 028.000	N/W/C/O Weaver Ave. (paper street) & Atlantic Ave. North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	400' x 100'	$40,000.00
82	0200 0200	973.80 973.80	04.00 04.00	030.000 031.000	W/S/O Weaver Ave. 50' S/O Patchogue Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$10,000.00
83	0200	973.80	04.00	035.000	N/W/C/O Weaver Ave. & Patchogue Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	150' x 100'	$12,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
84	0200	973.80	04.00	038.000	W/S/O Weaver Ave. (paper street), 200' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	250' x 100'	$20,000.00
85	0200	973.80	04.00	040.000	N/W/C/O Weaver Ave. (paper street) & Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	250' x 100'	$35,000.00
86	0200 0200	973.80 973.80	05.00 05.00	005.000 006.000	N/E/C/O Weaver Ave. & Patchgue Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	275' x 100'	$20,000.00
87	0200	973.80	05.00	012.000	N/E/C/O Weaver Ave. (paper street) & Atlantic Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	50' x 100'	$6,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
88	0200 0200 0200 0200 0200	973.80 973.80 973.80 973.80 973.80	05.00 05.00 05.00 05.00 05.00	030.000 031.000 032.000 050.000 052.000	S/E/C/O Davidson Ave. (paper street) & Brookhaven Ave., and W/S/O Ecke Ave. (paper street), S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	various lots	$40,000.00
89	0200 0200 0200 0200 0200 0200 0200 0200 0200	973.80 973.80 973.80 973.80 973.80 973.80 973.80 973.80 973.80	05.00 05.00 05.00 05.00 05.00 05.00 05.00 05.00 05.00	035.000 036.000 038.000 041.000 042.000 043.000 045.000 046.000 047.000	E/S/O Davidson Ave. & W/S/O Ecke Ave. (paper streets), betw. Patchogue Ave. & Atlantic Ave. (paper streets), and W/S/O Ecke Ave., N/O Atlantic Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	various lots	$60,000.00
90	0200	973.80	06.00	022.000	W/S/O Hoffman Ave., 290' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	70' x 100'	$6,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
91	0200	973.80	07.00	013.000	N/E/C/O Hoffman Ave. & Patchogue Ave. (paper street), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$12,500.00
92	0200	973.80	07.00	036.000	W/S/O Doane Ave., 210' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$12,500.00
93	0200 0200	973.80 973.80	08.00 08.00	005.000 006.000	E/S/O Doane Ave., 169' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	138' x 100'	$22,500.00
94	0200 0200	973.80 973.80	08.00 08.00	020.000 021.000	N/W/C/O Bayview Ave. & Patchogue Ave. (paper street), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	120' x 100'	$22,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
95	0200	973.80	08.00	028.000	W/S/O Bayview Ave., 190' S/O Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	70' x 100'	$15,000.00
96	0200	973.80	10.00	002.000	S/E/C/O Michigan Ave. & Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$15,000.00
97	0200	973.80	10.00	044.000	S/W/C/O Post Ave. & Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$15,000.00
98	0200	973.90	01.00	009.000	E/S/O Dunton Ave., 225' N/O Patchogue Ave. (paper street), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 75'	$15,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
99	0200	973.90	01.00	020.000	W/S/O Clinton Ave. (paper street), 375' N/O Atlantic Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$6,000.00
100	0200 0200 0200	973.90 973.90 973.90	01.00 01.00 01.00	004.000 027.000 028.000	S/W/C/O Bellport Station Rd. & Brookhaven Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	40' x 381' x 94' x 150' x 100' x 75' x 100' x 150'	$50,000.00
101	0200	973.90	01.00	031.000	E/S/O Bellport Station Rd., W/S/O Walker Ave., opp. Patchogue Ave. (paper street), North Bellport	181' x 50' x 174' x 51'	$1,500.00
102	0200 0200	973.90 973.90	01.00 01.00	041.000 042.000	W/S/O Bellport Station Rd., 75' S/O Patchogue Ave. (paper street), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	488' x 74' x 500'	$2,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
103	0200	973.90	02.00	009.000	S/E/C/O Walker Ave. & Patchogue Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	80' x 100'	$2,000.00
104	0200 0200	973.90 973.90	02.00 02.00	036.000 037.000	E/S/O Agamemnon Ave.,100' N/O Alantic Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$18,000.00
105	0200	973.90	02.00	042.000	W/S/O Bellport Ave., 75' N/O Atlantic Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	175' x 100'	$25,000.00
106	0200 0200	973.90 973.90	03.00 03.00	012.000 028.000	S/E/C/O Bellport Ave. & Patchogue Ave. (paper streets), North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	200' x 200' x 100' x 150' x 100' x 50'	$25,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
107	0200	973.90	03.00	029.000	W/S/O New Jersey Ave. (paper street), betw. Brookhaven Ave. & Patchogue Ave. (paper street), North Bellport	various lots	$50,000.00
	0200	973.90	03.00	030.000			
	0200	973.90	03.00	031.000			
	0200	973.90	03.00	032.000			
	0200	973.90	03.00	034.000			
	0200	973.90	03.00	035.000			
					DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES		
108	0200	960.00	04.00	020.000	E/S/O New Jersey Ave. (paper street), betw. Brookhaven Ave. & Patchogue Ave. (paper street), North Bellport	various lots	$65,000.00
	0200	973.90	04.00	001.000			
	0200	973.90	04.00	002.000			
	0200	973.90	04.00	003.000			
	0200	973.90	04.00	004.000			
	0200	973.90	04.00	005.000			
	0200	973.90	04.00	006.000			
	0200	973.90	04.00	008.000			
					DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES		
109	0200	973.90	04.00	013.000	E/S/O New Jersey Ave., 350' S/O Patchogue Ave. (paper streets), North Bellport	125' x 100'	$6,500.00
					DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES		
110	0200	975.00	05.00	011.000	S/S/O Spar Dr., 700' E/O Woodmere Dr., Mastic Beach	50' x 125'	$20,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
111	0200	975.80	05.00	001.000	E/S/O Donegan Ave., 175' N/O Atlantic Ave., North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	75' x 100'	$15,000.00
112	0200 0200 0200 0200 0200	975.80 975.80 975.80 975.80 975.80	05.00 05.00 05.00 05.00 05.00	030.000 031.000 032.000 047.000 049.000	S/E/C/O Schergel Ave. & Atlantic Ave. (paper street), East Patchogue DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	200' x 100' x 200' x 25' x 100' x 25' x 100' x 50'	$50,000.00
113	0200	975.90	01.00	047.000	E/S/O McDonald Ave., 119' N/O Montauk Hwy. (a/k/a S.R. 27A), North Bellport	75' x 100'	$25,000.00
114	0200	975.90	01.00	067.002	W/S/O Weaver Ave., 100' S/O Atlantic Ave. North Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	100' x 100'	$20,000.00
115	0200	975.90	02.00	033.002	S/W/C/O Montauk Hwy. (a/k/a S.R. 27A) & Doane Ave., North Bellport	35' x 58'	$10,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
116	0200	976.00	01.00	053.000	E/S/O Clinton Ave., 136' S/O Beaver Dam Rd., Bellport DEED RESTRICTION: Occpancy requirements! See page 55 Resolution 468 - 2008 ESTABLISHING OWNER OCCUPANCY FOR NORTH BELLPORT PROPERTIES	50' x 100'	$6,000.00
117	0200	976.90	03.00	049.000	N/W/C/O Pine Rd. & Church Dr., a/k/a 3 Pine Rd., Mastic Beach	100' x 100' x 55' x 110' IMPROVED	$45,000.00
118	0200	977.90	01.00	010.000	S/W/C/O Barthold Ave. & Walker Ave. (paper streets), East Patchogue PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	50' x 100'	$7,000.00
119	0200	979.10	03.00	017.000	W/S/O Washington Dr., 100' S/O Birch Rd., Mastic Beach	60' x 100'	$15,000.00
120	0200	979.10	06.00	046.000	S/S/O Juniper Rd., 82' W/O Park Rd., a/k/a 6 Juniper Rd., Mastic Beach DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	100' x 100' IMPROVED	$140,000.00
121	0200	981.90	01.00	042.000	N/S/O Commack Rd., 825' E/O Palmetto Dr., Shirley	50' x 168'	$20,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
122	0200	982.80	04.00	015.000	W/S/O Clinton Ave., 187' N/O Lake St., Bellport PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	20' x 100'	$2,500.00
123	0200	983.20	07.00	004.000	S/S/O Rugby Dr., 200' E/O PineTree Dr., Shirley	50' x 125'	$25,000.00
124	0200	983.40	03.00	056.000	E/S/O Cranberry Dr., 380' N/O Hickory Rd., Mastic Beach	80' x 100'	$15,000.00
125	0206	015.00	05.00	031.000	W/S/O Adams Ave., 110' S/O Old Post Rd., Village of Port Jefferson	120' x 100'	$100,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
126	0400	145.00	01.00	069.001	200' E/O 1st Ave., 337' N/O E. 12th St., Huntington PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	50' x 142' LANDLOCKED	$100.00
127	0400	148.00	02.00	060.000	N/S/O E. 6th St., 333' W/O Lenox Rd., Huntington Station PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	23' x 100' x 25' x 100'	$4,000.00
128	0400	274.00	01.00	026.062	138' N/O Ibsen Ct., 100' E/O Ibsen Ave., opp. Herrick Ave. (a/k/a Tyler St.), Dix Hills PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	467' x 30' x 429'	$3,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
129	0500	023.00	02.00	026.000	S/S/O Kings Hwy. (a/k/a C.R. 6/Rabro Dr.), 260' W/O Constance Ct., Hauppauge PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE.	21' x 130' x 22' x 132'	$3,500.00
130	0500	032.00	05.00	017.000	101' W/O Ocean Ave., 160' S/O Michigan St., Ronkonkoma	40' x 101' LANDLOCKED	$500.00
131	0500	047.00	02.00	032.000	S/S/O Springdale Dr., 305' W/O Pamlico Ave., Ronkonkoma	50' x 217'	$30,000.00
132	0500	047.00	02.00	050.000	N/S/O Springdale Dr., 570' W/S/O Pamlico Ave., Ronkonkoma PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	10' x 192'	$500.00
133	0500	050.00	05.00	037.000	N/E/C/O Madison Ave. & Heyward St., Brentwood PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	25' x 100'	$700.00
134	0500	073.00	02.00	085.000	N/S/O Carroll St., 225' W/O Lincoln Ave., Brentwood PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	50' x 100'	$12,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
135	0500	087.00	02.00	094.000	S/S/O Sheets Ave., 740' W/O Coates Ave., Holbrook	61' x 100'	$25,000.00
136	0500	091.00	01.00	020.001	W/S/O Alexander Diguardia Blvd., approx. 475' W/O Waverly Ave. (a/k/a C.R. 61), Holtsville PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE.	145' x 180' x 145' x 173'	$90,000.00
137	0500	115.00	01.00	067.000	S/S/O Crooked Hill Rd. (a/k/a C.R. 13), 610' E/O McNair Rd., Brentwood	50' x 120'	$3,500.00
138	0500	115.00	02.00	004.000	188' N/O McKinley Ave., 366' E/O Wheeler Ave., Brentwood PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	61' x 168' LANDLOCKED	$1,000.00
139	0500	115.00	03.00	025.000	N/S/O Spruce St. (paper street), 100' W/O Adams Ave., Brentwood	120' x 100' x 109' x 100'	$25,000.00
140	0500	116.00	03.00	047.000	100' E/O Monroe Ave., 156' S/O Pine St., Brentwood	75' x 131' LANDLOCKED	$10,000.00
141	0500	120.00	01.00	089.000	125' N/O Booth St., 150' E/O Peters Blvd., Central Islip	25' x 175' x 100' x 125' x 75' x 50' LANDLOCKED	$5,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
142	0500	120.00	02.00	020.000	E/S/O Peters Blvd., 200' S/O Booth St., Central Islip	50' x 125'	$12,000.00
143	0500	136.00	02.00	052.000	N/E/C/O Pine Ct. & Hamilton Ave., Brentwood PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	150' x 199'	$100.00
144	0500	152.00	03.00	011.000	N/S/O Opal St., 450' W/O Clair Ave., a/k/a 31 Opal St., Holbrook DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	102' x 196' IMPROVED	$185,000.00
145	0500	181.00	03.00	008.000	E/S/O Princess Ave.,130' N/O Candlewood Rd., Brentwood PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$4,000.00
146	0500	183.00	02.00	033.000	E/S/O 4th St. (paper street), 100' S/O 7th Ave., Brentwood	92' x 80'	$18,000.00
147	0500	221.00	02.00	019.001	200' E/O Martinstein Ave., 332' S/O Deer Park St., Bay Shore	83' x 275' LANDLOCKED	$12,000.00
148	0500	244.00	02.00	005.007	E/S/O Manatuck Blvd., 499' S/O Hemlock Dr., Brentwood	74' x 348'	$50,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
149	0500	267.00	02.00	037.000	58' E/O 5th Ave. (a/k/a C.R. 13), 135' N/O Farragut Ave., Bay Shore PARCEL IS BEING SOLD WITH A QUITCLAIM DEED "AS IS" WITHOUT ANY REPRESENTATION AS TO TITLE.	23' x 751' x 20' x 748' LANDLOCKED	$1,000.00
150	0500	315.00	01.00	038.000	W/S/O 5th Ave. (a/k/a C.R. 13), 100' S/O Lee Ave., Bay Shore PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	50' x 106'	$2,000.00
151	0500 0500	319.00 319.00	01.00 01.00	062.000 063.000	N/W/C/O Sunrise Hwy. (a/k/a S.R. 27) & Whitman Ave., Islip	100' x 25' x 100' x 38' x 24' x 149' x 12' x 27' x 60'	$3,000.00
152	0500	361.00	01.00	098.000	N/S/O Hunter Ave., 152' W/O Doncaster Ave., West Islip	20' x 1,385' x 20'	$200.00
153	0500	363.00	01.00	086.000	W/S/O Wilson Pl., 189' N/O Hunter Ave., West Islip PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	38' x 100' x 40' x 100'	$7,600.00
154	0500	367.00	02.00	051.000	E/S/O North 1st Ave., 100' S/O Lakewood St., a/k/a 119 North 1st Ave., Bay Shore DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY- SEE PAGE PARAGRAPH 32 OF TERMS AND CONDITIONS	50' x 100' IMPROVED	$135,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
155	0500	367.00	02.00	070.000	E/S/O Harrison Ave., 42' N/O Harrison Pl., Bay Shore	43' x 86'	$10,000.00
156	0500	376.00	01.00	024.000	E/S/O Ormond Ave., S/S/O #17 Ormond Ave., Oakdale PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	50' x 100'	$5,000.00
157	0500	382.00	08.00	047.000	S/S/O Montauk Hwy. (a/k/a S.R. 27A), 173' W/O Greene Ave., Sayville PARCEL IS BEING SOLD SUBJECT TO ACCESS RIGHTS OF OTHERS.	11' x 204'	$5,000.00
158	0500	389.00	01.00	036.000	N/S/O West 4th St., 80' W/O Pine Ave., West Islip	40' x 100'	$5,000.00
159	0500	394.00	01.00	097.000	63' W/O Mowbray Pl., 98' S/O Montauk Hwy. (a/k/a South Country Rd./S.R. 27A), Bay Shore	10' x 59' x 60' LANDLOCKED	$200.00
160	0504	013.00	04.00	028.000	N/S/O Hancock St., 263' E/O Bedford Dr., Islandia PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	37' x 100'	$3,500.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
161	0600	102.00	03.00	020.000	E/S/O Dolores Ave., approx. 265' N/O Osborne Ave., Riverhead	195' x 46' x 190'	$3,000.00

Parcel#	Dist	Section	Block	Lot	LOCATION	Size	Upset Price
162	0900	144.00	02.00	031.000	W/S/O Flanders Ave., 535' S/O Riverhead - Hampton Bays Rd. (a/k/a S.R. 24), Flanders	40' x 100'	$18,000.00
163	0900	258.00	05.00	025.000	E/S/O Shell Rd., 125' S/O Neptune Ave., Hampton Bays PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	40' x 100'	$30,000.00
164	0903	005.00	02.00	013.000	Easterly edge of Bridgehampton - Sag Harbor Tnpk. (a/k/a Main St.), Sag Harbor PLANNING - RESTRICTIVE COVENANT - SEE PAGE 57 IN THE AUCTION SALE BROCHURE FOR THIS AUCTION EVENT.	44' x 150' x 55' x 191'	$12,000.00

TERMS AND CONDITIONS OF SALE

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.

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.

Director: The Director of the Division of Real Property Acquisition and Management.

Immediate Family: A spouse, issue, including adopted children, sibling or parent.

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.

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.

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, except third party bidders, shall be required to register prior to the auction. In the event of third party bidding, the purchaser/principal shall be required to register prior to the auction. 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 and may further require providing an official photographic identification, 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.

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. Incorporated entities (Inc., Corp., LLC) are required to provide a corporate resolution prior to the auction authorizing the entity's participation in said auction and a corporate resolution authorizing the purchase of real property prior to the transfer of title.

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 pre-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 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 PAID.**

Also, at this time, the purchaser, or third party bidder in purchaser's absence, will present **CASH, CERTIFIED CHECKS, BANK CHECKS, MONEY ORDERS OR TRAVELER'S CHECKS IN THE AMOUNT OF TWENTY (20%) PERCENT OF THE FINAL BID ACCEPTED.** This twenty (20%) percent shall constitute the down payment on the parcel sold at the auction. Any certified check, bank check, money order or traveler's check shall be made payable to the order of the purchaser and shall be endorsed over to the Division of Real Property Acquisition and Management, at the time of the auction, by the purchaser. **NO PERSONAL CHECKS WILL BE ACCEPTED BY THE DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT UNDER ANY CIRCUMSTANCES AT ALL EXCEPT FOR THE PAYMENT OF THE AUCTION FEES AS IS MORE PARTICULARLY DESCRIBED IN PARAGRAPH 3 AS SET FORTH HEREAFTER.**

Failure on the part of the purchaser, or third party bidder in purchaser's absence, to sign the Memorandum of Sale and/or to produce the required cash, certified checks, bank checks, money orders, or traveler's checks, shall result in the property being resold at this auction or another auction at the sole discretion of the County. In addition, the purchaser shall not be permitted to bid on any further parcels and the Director may immediately cancel all other sales that took place at the same auction to the same purchaser.

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 down payment.

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 NYS Department of Taxation and Finance TP-584 form.

Additionally, to finalize the sale, the purchaser will sign the "CERTIFICATION" and an IRS Form "W-9" which are at the end of this auction brochure. The "CERTIFICATION" form certifies that the Terms and Conditions of this auction brochure have been read and are understood. The IRS "W-9" Form (Request for Taxpayer Identification Number and Certification) is used by the Accounting Section of the Division of Real Property Acquisition and Management, to effectuate refunds when duly authorized.

3. The auction fees are as follows:

Twenty-five ($25.00) Dollars where the purchase price is $2,500.00 or less.

One percent (1%) where the purchase price is $2,501.00 or more.

These auction fees shall be used to offset the costs associated with this auction such as the legal and other advertisements, the printing of the brochures, the rental of the facilities in which to have the auction, and any other auction expenses.

The auction fee is separate, apart and in addition to the final bid price and shall be paid by separate check. Only this check may be in the form of a personal check. The auction fee **shall not be refundable** to the purchaser under any circumstances, even if the sale is cancelled by the Director of the Division of Real Property Acquisition and Management or the sale is not approved by the Suffolk County Legislature. THERE WILL ALSO BE A TWENTY ($20.00) DOLLAR FEE CHARGED FOR ANY CHECK RETURNED BY THE BANK AS UNCOLLECTIBLE.

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 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 .5% surcharge on winning bids between $0 and $50,000;

B) a .75% surcharge on winning bids between $50,001 and $100,000; and

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

responsibility of the purchaser; subject, of course, to tenancy ownership, and; [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 Brochure; which the purchaser agrees to assume and pay; [h] any covenants, easements or conditions imposed by the County Planning or any other Department and listed in the Auction 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 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 on each auction parcel may remove the auction sign after signing the Memorandum of Sale and tendering the down payment.

8. Closings can be scheduled only after the legislative resolution approving the sale is filed with the County Clerk. 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 the Division of Real Property Acquisition and Management 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 a FINAL LAW DATE set for the 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 purchaser waives all claims of any right, title, and interest in the premises and the down payment.

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 dates.

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. 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 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 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 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 of Suffolk to commence a bar claim action in order to insure title; or (b) imposes title exception clearance conditions upon the County of Suffolk that the County of Suffolk deems to be unreasonable for the clearance of title exceptions, then the County of Suffolk 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 made herein. Upon return of said down payment, 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, 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",

"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 request the Town Assessor in writing to merge the two 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. All objections to title, including survey objections, must be submitted to the Director within 45 days after the date the sale is approved by the County Legislature or the objections are deemed to be waived. 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 may, but is not obligated to, 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's title company refuses to insure without objections, the County may select a different, equally-qualified 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. In such event, the parties will have no further rights one against the other.

15. No bidder, or purchaser/principal in the event of third party bidding, 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, will be accepted as an eligible 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

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 the registration form is not adequately, properly and/or truthfully completed; if the identification supplied is not sufficient; if the purchaser or bidder is deemed to be financially unqualified; 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 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.

16. 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.

17. The Director may consider a request by purchaser to close title at a location other than at County offices. If closing occurs at a location other than the County offices, an attendance fee will be charged at the rate of $250 Base Fee for the first three hours, plus $150 for every hour, or fraction thereof, thereafter. For closings in Nassau County, the Base Fee will be $350; in New York City or the boroughs thereof, the Base Fee is $450.

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 days prior to the closing day for which travel is requested.

18. A fee of Three Hundred ($300.00) Dollars 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 BY THE DIVISION DIRECTOR.** Any requests for such assignments shall be submitted by the purchaser for the Seller's consideration within thirty (30) days

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 THE DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT RESERVES THE EXCLUSIVE RIGHT AND DISCRETION AS TO WHETHER OR NOT TO CONSENT TO ANY ASSIGNMENT**. Failure on the part of the Division of Real Property Acquisition and Management to consent to any assignment so requested **shall not** render this contract null and void.

19. After the close of the Auction, the purchaser of any parcel may contact the Division of Real Property Acquisition and Management to attempt to arrange for a license agreement that would permit inspection or use and occupancy of the auction parcel prior to closing. A license agreement may be approved at the discretion of the Director, on such terms as the Director may deem reasonable. No entry onto the auctioned property is permitted without a license agreement.

20. 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.

21. 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.

22. Fuel, oil, taxes, water rates, sewer rates and insurance premiums, if any, will be adjusted and apportioned as of the date of taking title (a/k/a the closing date). However, with regard to taxes, if a closing date occurs anywhere from and including December 1st up to and including May 31st, 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 1st up to and including November 30th, the purchaser shall pay the taxes due for the remaining lien year from the date of his or her taking title.

23. 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.

24. Notwithstanding anything contained to the contrary herein, the Director of the Division of Real Property Acquisition and Management has the option, at his 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.

25. 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 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 due the purchaser 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.

26. 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.

27. **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 ON A PARCEL ON BEHALF OF SAID PURCHASERS. THE COUNTY WILL NOT BE RESPONSIBLE FOR NOR PAY ANY SUCH COMMISSIONS OR FEES.**

28. **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.

29. The former owner of the property, or his/her/its agent, shall not be permitted to bid on the property or purchase same at the public auction, unless his/her/its bid amount exceeds the total of tax arrears, penalties and interest or surcharges 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/its agent is the successful bidder at auction all liens existing prior to the foreclosure will be reinstated and added to the auction price.

30. 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 brochure.

31. 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 information only and should be verified by the purchaser before the sale.**

32. **RESTRICTIVE COVENANT**

Some parcels listed in the Auction Brochure shall be subject to the following deed restriction:

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 natural children or natural parents to occupy said premises for a period of at least ten (10) years subsequent to the date of conveyance. The obligations assumed under the covenant cannot be assigned. 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 shall reserve a right of reverter in favor of the County should this restriction be violated.

In addition, as required by Resolution No. 468-2008, all residential properties within the mapped area described in said Resolution that shall be sold at auction shall be conveyed with a Restrictive Covenant requiring the owner of the parcel conveyed, or his or her children or parents to occupy the premises for a period of ten (10) years subsequent to the issuance of a Certificate of Occupancy for the subject parcel. Please see a copy of Resolution No. 468-2008 on Page 55.

33. Except as provided in paragraph 34 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, 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/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/it is not representing the former owner(s) of the property and 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/it nor his/her/their 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/she may be charged with fraud, and/or intent to defraud. In addition, the County reserves the right to pursue the purchaser, the former owner 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.

RESOLUTION NO. 468 -2008, ESTABLISHING OWNER OCCUPANCY REQUIREMENTS FOR NORTH BELLPORT PROPERTIES

WHEREAS, efforts are now underway to revitalize North Bellport, with members of the community strongly involved in a visioning process for this area; and

WHEREAS, the proliferation of substandard rental housing operated by real estate speculators is one of the key obstacles to revitalization in North Bellport; and

WHEREAS, the County of Suffolk has taken ownership of many parcels in North Bellport through tax foreclosures; and

WHEREAS, many of these tax foreclosed properties are likely to be offered at the next County land auction; and

WHEREAS, the County of Suffolk wishes to promote the revitalization of North Bellport by discouraging speculation and encouraging owner occupancy of these properties; and

WHEREAS, pursuant to Section A42-4 of the SUFFOLK COUNTY ADMINSTRATIVE CODE, habitable parcels sold at auction are subject to a restrictive covenant requiring the bidder, or his or her parents or children, to occupy said premises for a period of at least five (5) years; and

WHEREAS, an owner occupancy requirement should be extended to all North Bellport parcels, which are zoned residential at the next County auction; now, therefore be it

1st **RESOLVED**, that pursuant to Section C42-2(C)(3)(d) of the SUFFOLK COUNTY CHARTER; the Department of Environment and Energy, acting through its Division of Real Property Acquisition and Management, shall make the auction sale of all non-habitable improved parcels and vacant parcels zoned for residential use, located in the community of North Bellport, subject to a restrictive covenant requiring upon the construction of a residential dwelling upon the parcel, that the owner of the parcel, or his or her natural children or natural parents, occupy the premises; and be it further

2nd **RESOLVED**, that said restriction will run for a period of ten (10) years subsequent to the issuance of a Certificate of Occupancy for the subject parcel; and be it further

3rd **RESOLVED**, that for the purposes of this resolution, North Bellport shall be defined by following boundaries: on the north, by the intersection of County Road 101 and Station Road (Medford); on the east, by Beaverdam Creek County Preservation Area; on the south, by the Head-of-the-Neck Road (Bellport); and on the west, by Sills Road\Mud Creek County Preservation Area (East Patchogue); and be it further

4th **RESOLVED**, that the sale of habitable parcels in North Bellport shall continue to be governed by Section A42-4 of the SUFFOLK COUNTY ADMINISTRATIVE CODE; and be it further

5th **RESOLVED**, that this resolution shall be in effect and shall apply only to the first Suffolk County real estate auction conducted after the effective date of this resolution; and be it further

6th **RESOLVED**, that the Division of Real Property Acquisition and Management is hereby authorized and directed to amend its auction rules to reflect the terms of this resolution; and be it further

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: June 10, 2008

APPROVED BY:

County Executive of Suffolk County

Date: 6/25/08

PLANNING RESTRICTIVE COVENANT

Parcels identified as having a Planning Restrictive Covenant are substandard and cannot be independently developed. They will be offered for sale with the following restrictive covenant included in the deed:

The premises described herein shall not be independently improved by the erection of any structure, and can be merged with grantee's adjoining parcel, if applicable, so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made.

This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof.

This covenant and restriction shall run with the land and shall be binding upon the grantee, its successors and assigns, and upon all persons claiming under them.

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CHRISTOPHER E. KENT
DIVISION DIRECTOR

CARRIE MEEK GALLAGHER
COMMISSIONER

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PURCHASER
REGISTRATION FORM AND NOTARIZED STATEMENT
October 23, 2008

COUNTY OF SUFFOLK)
STATE OF NEW YORK)ss:

Section I

_____being duly sworn, deposes and says:

1. I make this verified statement in connection with the bidding at the Suffolk County auction on October 15th and 16th, 2007.

2. I am eighteen years of age or over.

Last Name **First Name** **Registration #**

_____ _____ _____
(auction office use only)

Address **Phone #**_____

_____ Street _____.

_____.

Town _____ State _____ Zip _____.

Representing:

Entity /Company and your capacity to represent

_____.

_____ Street _____.

_____.

Town _____ State _____ Zip _____.

LOCATION
(631)-853-5971
H. LEE DENNISON BLDG. – 2nd FLOOR
TELECOPIER (631) 853-5905
100 VETERANS MEMORIAL HIGHWAY
TELECOPIER (631) 853-5906

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

Representation status (check as many as needed) - copies of forms of identification & proof of status must be submitted.

- ☐ Self [individual]
- ☐ Power of attorney- [attach documents]
- ☐ Officer of company/corporation/ LLC/LP/Partnership/DBA
- ☐ Attach copy of Corporate Seal & Corporate Resolution/ assignment of power to purchase for bidding (see paragraph 1 of Terms and Conditions)
- ☐ If allowing for third party bidder, provide name of broker/agent and notarized authorization from principal
- ☐ Broker/Agent- notarized authorization from principal
- ☐ Former owner of parcel #_____
- ☐ Suffolk County employee or member of immediate family of Suffolk County employee

Section II

IF YOU REQUIRE ADDITIONAL SPACE TO COMPLETE THE ANSWERES TO THE QUESTIONS BELOW, ATTACH ADDITIONAL PAGES TO THIS AFFIDAVIT.

The following, together with the attachment(s) hereto, if any, is a complete list of properties in which the undersigned 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.

Property Owned in the County of Suffolk

Dist-Section-Block-Lot	**Location**	**Taxes & Other Assessments**	**Comments**
		$	
		$	
		$	
		$	
		$	
Total		$	

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 thereof, 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, was 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, 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 purchaser result in a violation of any Federal, State, County or Local Law?

yes ☐ no ☐ if yes explain_____

_____
_____
_____
_____

g) Are you currently using the property purchased at this auction? yes ☐ no ☐

Date of Occupancy:_____ Use of Property:_____

h) Are you leasing property from the County of Suffolk? yes ☐ no ☐

Section III

I understand that the Director of the Division of Real Property Acquisition and Management reserves the right to deny access to the auction or cancel a sale if an investigation reveals to the Director's satisfaction that the 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 (20%) percent 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 of affiliate of such business entity) in which the purchaser of any subsidiary, parent of affiliate thereof or any trustee(s), director(s), officer(s) or shareholder(s) thereof has a total of twenty (20%) percent or greater ownership, voting interest or control shall be attributed to the Purchaser.

I understand that this affidavit is made under oath and shall be subscribed to before a Notary Public. 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 Environment and Energy a 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 will 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.

_____ _____

Individual Signature Date

_____being duly sworn, deposes and says that he/she is the individual who executed the foregoing Verified Statement and Tax Affidavit, and that he/she signed his/her name and that he/she has read the foregoing Verified Statement and Tax Affidavit and knows the contents thereof and the same is true to his/her knowledge.

Sworn to before me this_____ day of _____ 20_____

Notary Public: State of New York

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Parcel Number _____

Bidder #

MEMORANDUM OF SALE

Date _____

THIS CERTIFIES THAT I, _____

have this date purchased the premises described as: DISTRICT SECTION BLOCK LOT

subject to the 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:

Quitclaim Deed ..... ☐

X _____
Signature

_____
Purchaser - print
Street Address
Town:
State: Zip:
Residence Phone:
Business Phone:

RECEIPT

Date _____

AUCTION FEE

_____ **RECEIVED**

CHRISTOPHER E. KENT, Director
Division of Real Property Acquisition and Management
Suffolk County, New York

By _____

Condition of Sale

Parcel Number _____

Bidder #

MEMORANDUM OF SALE

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TITLE TO BE IN THE NAME OF:

Quitclaim Deed ..... ☐

X _____
Signature

_____
Purchaser - print
Street Address
Town:
State: Zip:
Residence Phone:
Business Phone:

RECEIPT

Date _____

AUCTION FEE

_____ **RECEIVED**

CHRISTOPHER E. KENT, Director
Division of Real Property Acquisition and Management
Suffolk County, New York

By _____

Condition of Sale

SUFFOLK COUNTY DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. LEE DENNISON BUILDING - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 6100
HAUPPAUGE, NY 11788-0099