



**46,363 SF FORMER SCHOOL WITH EXCEPTIONAL REUSE POTENTIAL**

## **BUFFALO, NY**

**Previews:**

March 25 & April 1 | 12pm

**Online Bidding Opens:**

April 29 | 12pm

**Online Bidding Closes:**

May 6 | 12pm

**Property Location:**

21 Davidson Avenue  
Buffalo, NY 14215

**Property #:**

AP26021

**TRANZON AUCTION PROPERTIES**  
16 WARREN AVENUE  
KENMORE, NY 14217

**MICHAEL FOSTER**  
P: 716-507-9009  
MFOSTER@TRANZON.COM



# Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

## New York State Disclosure Form for Buyer and Seller

### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

### Disclosure Regarding Real Estate Agency Relationships

#### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

#### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

#### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

# New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Michael Foster of Tranzon Auction Properties  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **NOTICE**

## **ATTENTION PROSPECTIVE BIDDERS**

### **Tranzon Auction Properties is acting solely as agent for the seller**

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

**ONLINE BIDDING OPENS:** Wednesday, April 29, 2026 | 12:00 p.m.

**ONLINE BIDDING CLOSES:** Wednesday, May 6, 2026 | 12:00 p.m.

**PREVIEWS:** Wednesday, March 25, 2026 | 12:00 p.m. & Wednesday, April 1, 2026 | 12:00 p.m.

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## **PROPERTY DESCRIPTION**

This expansive 46,363 sq. ft. former school facility offers a rare large-format redevelopment opportunity in a well-established South Buffalo neighborhood. Situated on 0.86-acre lot with dual access from Davidson Avenue and Hastings Avenue, the property provides ample on-site parking along with additional yard and outdoor space suitable for programmatic or future site enhancements.

Currently occupied as an educational facility, the building includes 13 generously sized classrooms measuring approximately 500-610 sq. ft. each. A standout amenity is the 6,500+/- sq. ft. gymnasium with a full basketball court, complemented by impressive 18' ceiling heights and wide 20' corridors that support high-capacity circulation. The property includes three women's bathrooms, three men's bathrooms, and one single bathroom. There is also a fourth-floor attic level not counted in the stated square footage, offering potential for additional units or usable space through conversion.

A series of recent capital improvements enhances the building's operational profile, including energy-efficient lighting upgrades (2024), renovated bathrooms with modern fixtures (2023), refreshed interior paint (2023), new stair treads and carpeting (2022), and a boiler replacement (2019). All exterior doors have been replaced within the last five years.

The property is well-suited for a wide range of adaptive-reuse concepts, including housing conversion, educational or institutional use, community facilities, professional offices, religious organizations, or other mission-driven redevelopment. The site qualifies for New York State's Affordable Home Ownership Program, offering subsidies up to \$200,000 per unit - an exceptional incentive for residential redevelopment. Additional creative tax structuring may be available due to the non-profit seller.

Some deferred maintenance items have been noted, including roof leaks, damaged ceiling tiles, and foundation weeping during heavy rains. These considerations present an opportunity for value-add repositioning aligned with the property's scale, location, and incentive eligibility.

- **Lot Size:** 0.86± Acre
- **Parking:** Ample, Paved, On-site
- **Frontage:** 177.74±
- **Building Size:** 46,363± sq. ft. - 2019 schematic design progress drawings are available in the "Documents" section on Tranzon's website at [www.tranzon.com/AP26021](http://www.tranzon.com/AP26021).
- **Year Built:** 1900± (Renovated in 2014)
- **Stories:** 3
- **Layout:** Currently configured as an educational building/school with 13 spacious classrooms, large gymnasium with full basketball court, and 7 bathrooms.
- **Roof Cover:** Shingles
- **Exterior Siding:** Brick

**DISCLAIMER:** This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

## PROPERTY SUMMARY (CONTINUED)

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### PROPERTY DESCRIPTION (CONTINUED)

- **Heat Source:** Radiant Heat
  - **Electric:** 3 Phase 220/120
  - **Additional Notes:** 4<sup>th</sup> Floor Attic Space, Security Alarm, Key Fob Entry
  - **Parcel ID:** 90.33-7-2.2
  - **Tax Year:** 2025
  - **Assessed Value:** \$1,390,000
  - **Annual Taxes:** This property is currently tax exempt due to current owner's non-profit status.
  - **Water & Sewer:** Public – Billed by Buffalo Water, 716-847-1065
  - **Zoning District:** Per the municipal office, N-3R District. Please call Crystal Middleton at 716-851-5225 to verify. The City of Buffalo's zoning is available to view at <https://bufgreencode.com/neighborhood-zones/zone-descriptions#319-n-3r-residential>. Please confirm with the City that this is the most current zoning information.
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### SUMMARY OF TERMS

**Buyer's Premium:** Ten Percent (10%) of the High Bid

**Closing:** 30-day closing, sold in As-Is condition, no contingencies.

**Deposit Amount:** Ten percent (10%) of purchase price (high bid + buyer's premium) due within twenty-four (24) hours of auction end.

**Agents Welcome:** Agent participation is being offered. Please visit our website at [www.tranzon.com/AP26021](http://www.tranzon.com/AP26021) or call us for details.

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### BROKER'S PROCEDURES

Please be advised that prior to showing a purchaser a property: (1) we do not require identification from a prospective purchaser, (2) we do not require a purchaser to sign an exclusive brokerage agreement and (3) we do not require a pre-approval for a mortgage loan in order to show a purchaser properties.

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### CONTACT

Michael Foster | Broker  
716-507-9009 Office  
[mfoster@tranzon.com](mailto:mfoster@tranzon.com)  
NY #49F00966562

Proudly working in conjunction with Hunt Commercial Real Estate

### MUNICIPAL OFFICE

City of Buffalo  
Website: [www.buffalony.gov](http://www.buffalony.gov)  
Tel: 716-851-5431

Erie County  
Website: <https://www4.erie.gov>  
Tel: 716-858-8785

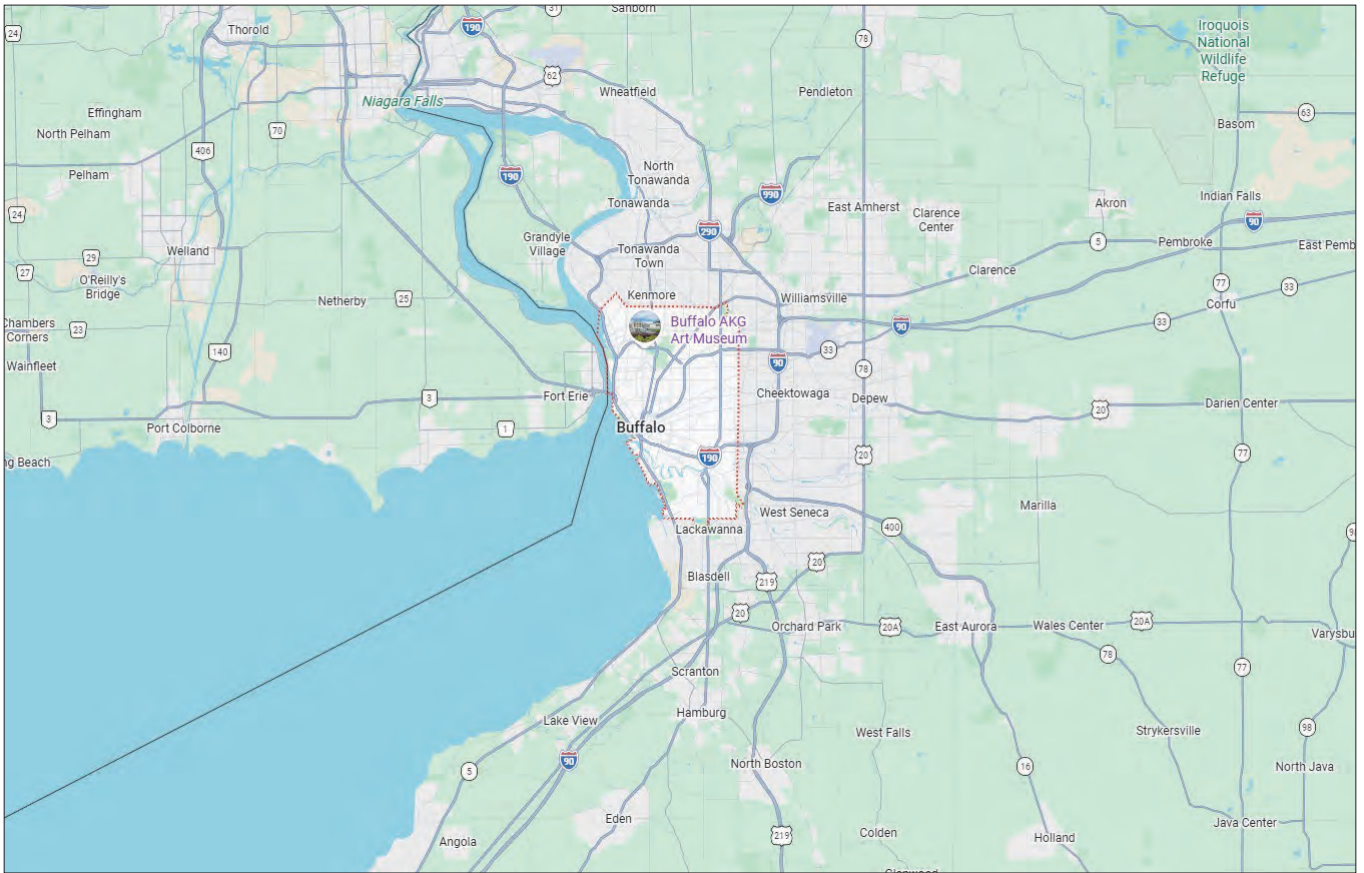
Buffalo Public Schools  
Website: [www.buffaloschools.org](http://www.buffaloschools.org)  
Tel: 716-816-3500

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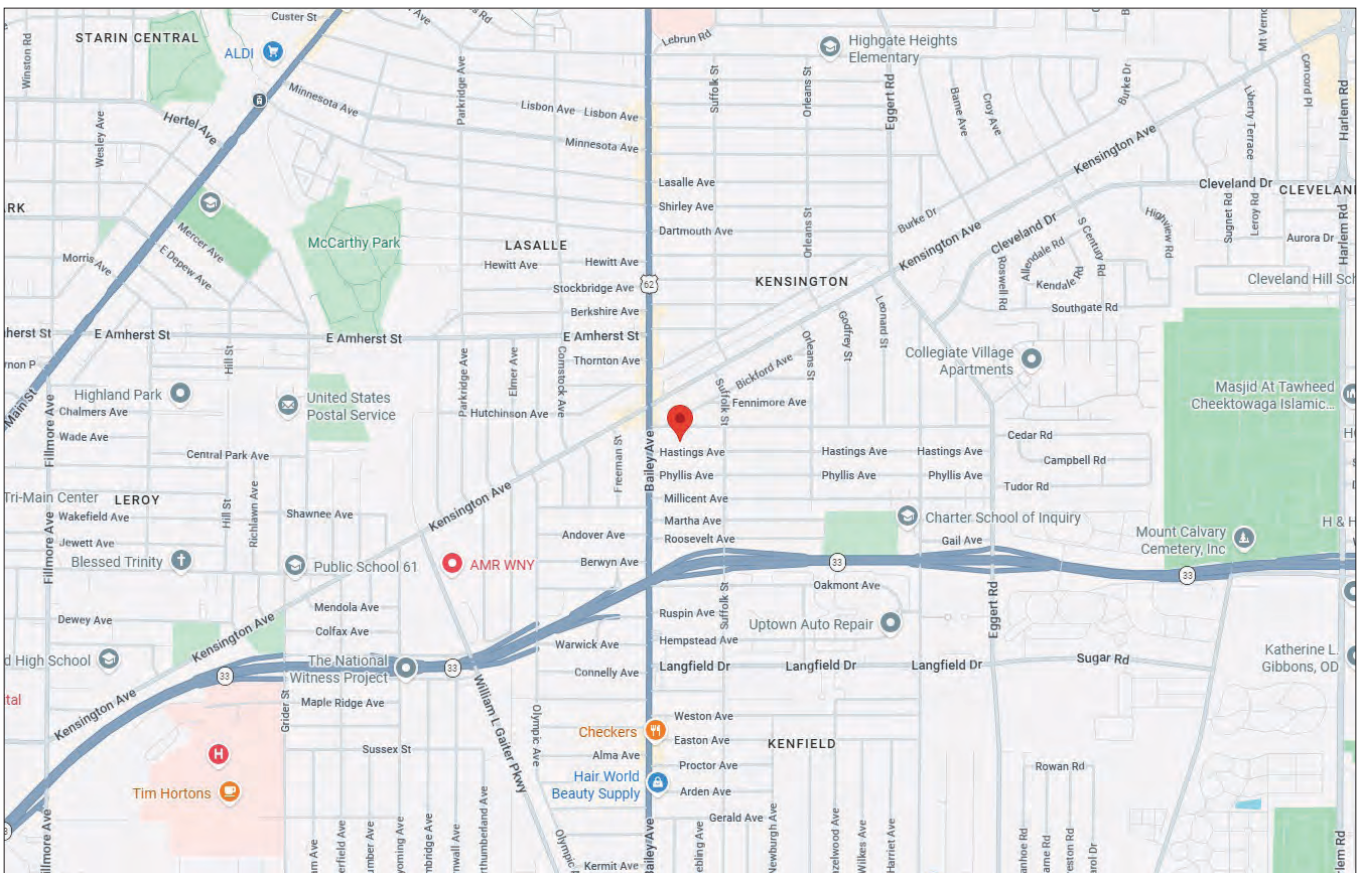


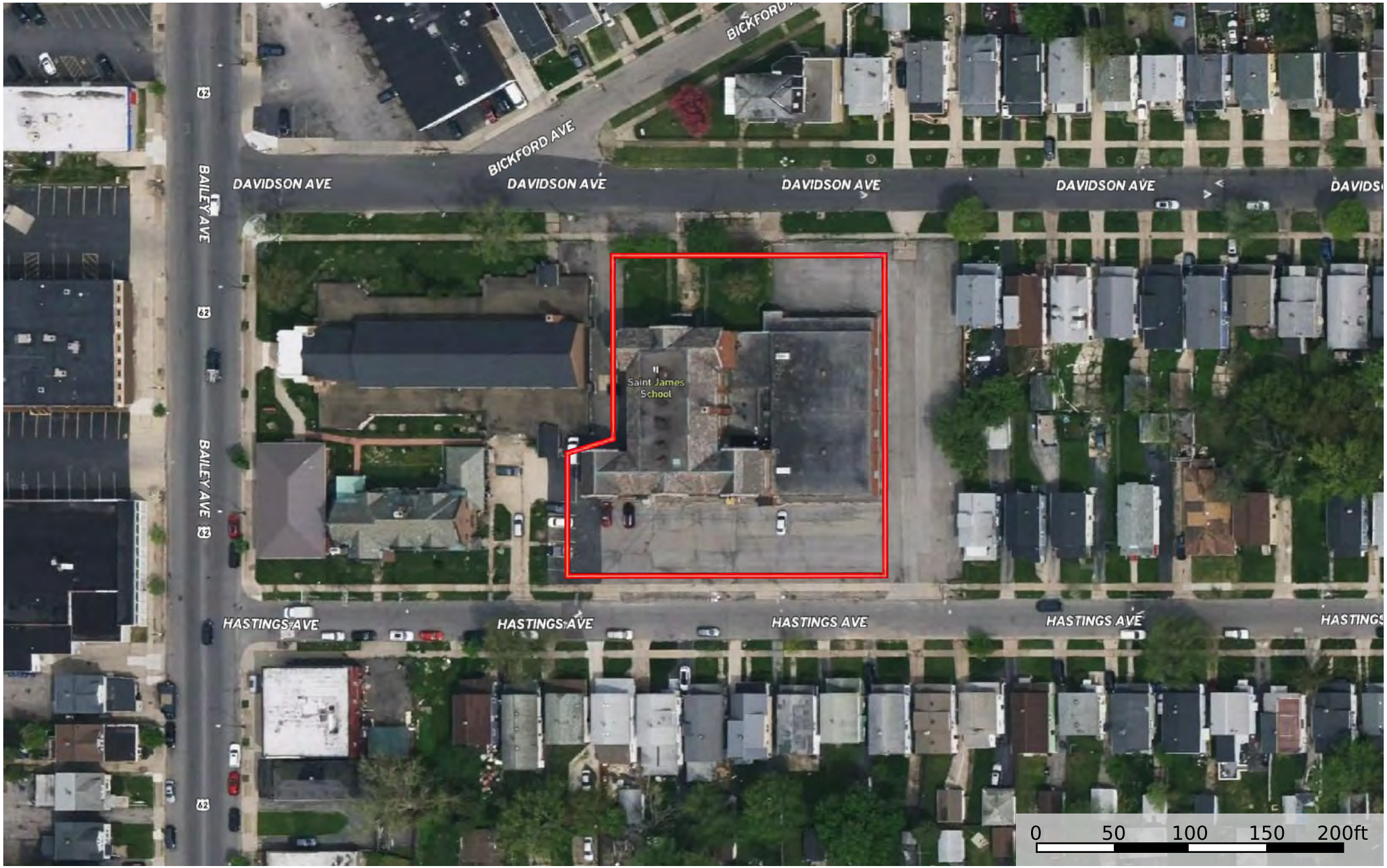


# AREA MAP



# PROPERTY LOCATION MAP

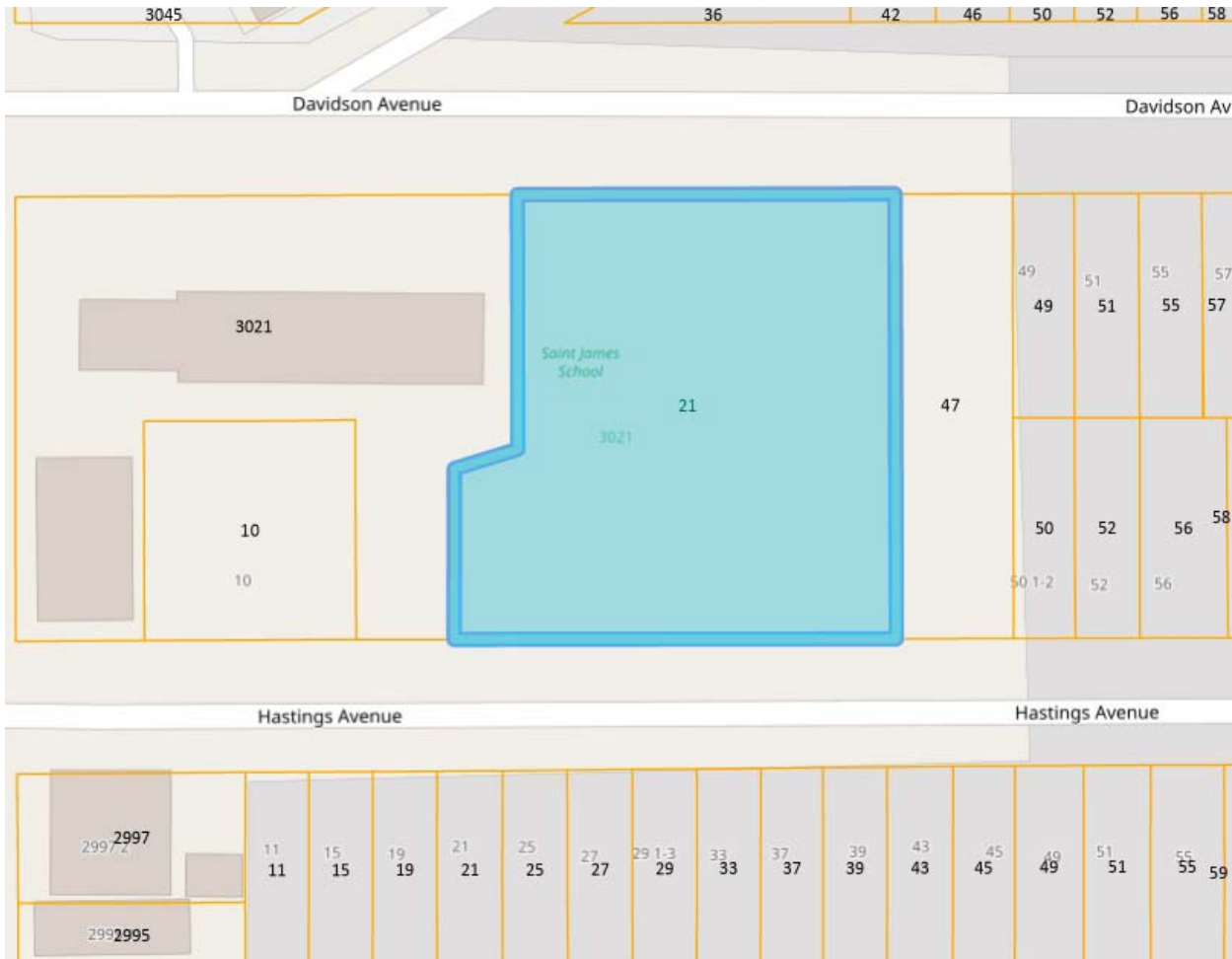




 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**



# Erie County On-Line Mapping Application



**Legend**

- Parcels

0 0.02 0.0 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**ERIE COUNTY  
DEPARTMENT OF ENVIRONMENT & PLANNING  
OFFICE OF GIS**

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1: 1,128



# Real Property Information

<b>Parcel Status</b>	ACTIVE	<b>City\Town</b>	Buffalo	<b>Village</b>	
<b>S-B-L</b>	90.33-7-2.2	<b>Owner</b>	NATIVITY MIGUEL MIDDLE		
<b>Property Location</b>	21 DAVIDSON	<b>Mailing Address</b>	OF BUFFALO		
<b>Property Class</b>	612 SCHOOL	<b>Line 2</b>			
<b>Assessment</b>	\$1,390,000.00	<b>Line 3</b>			
<b>Taxable</b>	\$0.00	<b>Street</b>	21 DAVIDSON AVE		
<b>Desc</b>	236.26 E BAILEY	<b>City/State</b>	BUFFALO NY		
<b>Desc</b>	IRR WL; 208. REAR	<b>Zip</b>	14215	<b>SWIS</b>	140200
<b>Deed Book</b>	11235	<b>Deed Page</b>	2869		
<b>Frontage</b>	177.74	<b>Depth</b>	210.00	<b>Acres</b>	0.00
<b>Year Built</b>		<b>Square Ft</b>			
<b>Beds</b>		<b>Baths</b>			
<b>FirePlace</b>		<b>School</b>	BUFFALO SCHOOL DIST		

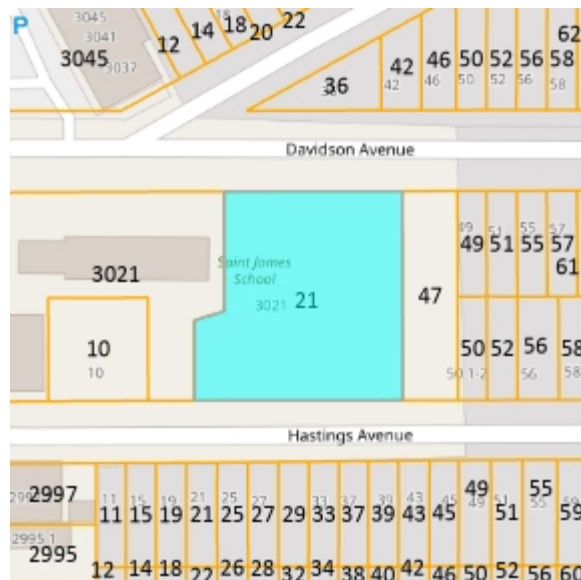
[Owner History](#)

[Tax Payment History](#)

[Google Maps](#)



Parcel Overview Map



Parcel Detail Map

**PIN:** 1402000903300007002200

**SBL:** 90.33-7-2.2

**Address:** 21 DAVIDSON

**Owner 1:** NATIVITY MIGUEL MIDDLE SCHOOL

**Owner 2:** OF BUFFALO

**Mailing Address:** 21 DAVIDSON AVE

**City/Zip:** BUFFALO NY 14215

**Municipality:** City of Buffalo

**Property Class:** 612

**Class Description:** C - School

**Front:** 177.74

**Depth:** 210

**Deed Roll:** 8

**Deed Book:** 11235

**Deed Page:** 2869

**Deed Date:**

**Acreage:** 0.90902544

**Total Assessment:** \$1,390,000

**Land Assessment:** \$121,100

**County Taxes:** \$0

**Town Taxes:** \$0

**School Taxes:** \$0

**Village Taxes:** \$0

**School District:** CITY OF BUFFALO

**Year Built:** 0

**Sqft Living Area:** 0

**Condition:** 0

**Heating:** 0

**Basement:** 0

**Fireplace:** 0

**Beds:** 0

**Baths:** 0

TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the Seller's recorded deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

THE NATIVITY MIGUEL MIDDLE  
SCHOOL OF BUFFALO  
21 DAVIDSON AVE  
BUFFALO, NY 14215

**Book Type: D Book: 11235 Page: 2869**

Page Count: 6  
Doc Type: DEED  
Rec Date: 12/13/2012  
Rec Time: 12:05:17 PM  
Control #: 2012280020  
UserID: Danielle  
Trans #: 12193922  
Document Sequence Number  
TT2012008295

Party 1:

ST JAMES ROMAN CATHOLIC CHURCH  
SOCIETY OF BUFFALO NY

Party 2:

NATIVITYMIGUEL MIDDLE SCHOOL OF  
BUFFALO (THE)

**Consideration Amount: 65000.00**

**Recording Fees:**

RECORDING	\$50.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
RP5217 CNTY \$9	\$9.00
RP5217 ST-NON RES \$241	\$241.00
TP584	\$10.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$260.00
ROAD FUND TT	\$325.00

**Total: \$915.00**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Christopher L. Jacobs  
County Clerk

**BARGAIN AND SALE DEED, with covenant against grantor's acts**

**THIS INDENTURE**, made the 7<sup>th</sup> day of December, 2012

**BETWEEN**

ST. JAMES' ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO, N.Y.  
c/o 317 Leroy Avenue  
Buffalo, New York 14214  
a religious corporation organized under the Laws of the State of New York,  
*Grantor*, and

THE NATIVITYMIGUEL MIDDLE SCHOOL OF BUFFALO  
21 Davidson Avenue  
Buffalo, New York 14215  
an education corporation organized under the Laws of the State of New York,  
*Grantee*

**WITNESSETH**, that the Grantor, in consideration of Sixty-Five Thousand Dollars and No More (\$65,000.00 and No More) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 45, Township 11, Range 7 of the Holland Land Company's Survey, being also Subdivision Lots Nos. 90 through 94 inclusive, 121 through 125 inclusive and part of Subdivision Lots Nos. 89, 95, 120, 126 and 127 as shown on a map filed in the Erie County Clerk's Office under Cover No. 982, bounded and described as follows:

Beginning at a point in the south line of Davidson Avenue (as a street 80 feet wide), distant 236.26 feet east of the intersection of the south line of Davidson Avenue with the east line of Bailey Avenue (as a street 66 feet wide), as measured along the southerly line of Davidson Avenue; thence easterly and along the southerly line of Davidson Avenue, a distance of 177.74 feet to a point therein distant 8.0 feet east of the northwest corner of the aforesaid subdivision lot No. 95; thence southerly on a line drawn at right angles with the south line of Davidson Avenue, a distance of 210.00 feet to a point in the north line of Hastings Avenue (as a street 60 feet wide) at a point therein distant 8.0 feet east of the southwest corner of the aforesaid subdivision Lot No. 120; thence west and along the north line of Hastings Avenue a distance of 208.0 feet, to a point therein distant 20.0 feet west of the southeast corner of the aforesaid subdivision lot No. 127, said point being distant 206.92 feet east of the intersection of the north line of Hastings Avenue with the east line of Bailey Avenue as measured along the north line of Hastings Avenue; thence north on a line drawn at right angles to the north line of Hastings Avenue a distance of 80.0 feet; thence northeasterly at an angle of 109° 22' 20" measured from south to east a distance of 32.08 feet to a point distant 119.36 feet south of the south line of Davidson Avenue, as measured at right angles thereto from the point of beginning; thence north and along said line drawn at right angles to Davidson Avenue from the point of beginning, a distance of 119.36 feet to the south line of Davidson Avenue at the point or place of beginning.

Subject to and together with all easements and rights-of-way of record.

This conveyance is made by Grantor and accepted by Grantee subject to the Restrictive Covenants attached hereto and marked as Appendix A.

Return to: The Nativity Miguel Middle School of Buffalo  
Attention: Nancy Langer  
21 Davidson Avenue, Buffalo, NY 14215

city D20  
Deed-5

**TOGETHER** with all right, title, and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof;

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to said premises;

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**THIS CONVEYANCE** by Grantor is made pursuant to an Order of the Supreme Court, County of Erie, New York, dated September 20, 2012, and filed in the Erie County Clerk's Office.

**THIS CONVEYANCE** is not all or substantially all of the property of the Grantor and is made in the regular course of business actually conducted by the Grantor.

**IN WITNESS WHEREOF**, the Grantor and Grantee have duly made this deed the day and year first above written.

ST. JAMES' ROMAN CATHOLIC CHURCH SOCIETY OF  
BUFFALO, N.Y.

By: *Richard J. Malone*  
Most Reverend Richard J. Malone  
President

STATE OF NEW YORK :  
COUNTY OF ERIE : ss.

On the 12<sup>th</sup> day of December in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Most Reverend Richard J. Malone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of whom the individual acted, executed the instrument.

*Mildred C. Holbel*  
Notary Public .

MILDRED C. HOLBEL  
Notary Public, State of New York  
Reg. # 01HO5068235  
Qualified in Erie County  
My Commission Expires on October 28, 2014

THE NATIVITYMIGUEL MIDDLE SCHOOL  
OF BUFFALO.

By: Nancy M. Langer  
Nancy M. Langer  
President

STATE OF NEW YORK :  
COUNTY OF ERIE : ss.

On the 7<sup>th</sup> day of December in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Nancy M. Langer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of whom the individual acted, executed the instrument.

Nancy W. Saia  
Notary Public

**NANCY W. SAIA**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept. 30, 2014

**RESTRICTIVE COVENANTS:**

A. Grantor is a religious corporation operated under the auspices of the Roman Catholic Church and the School building, now existing upon the real property to be conveyed hereby has been identified with it by reason of its long-continued ownership and use by Grantor. It is, therefore, of the utmost importance to Grantor that the Building not be used or altered in any way that would violate any of the covenants set forth below. Grantor would not have entered into this Contract if Grantee had been unwilling to accept a Deed containing the said covenants.

B. Grantee acknowledges and agrees that the Deed to be delivered pursuant to this Contract shall contain the following provisions and covenants which shall run with the land and, except as otherwise provided herein, shall run for a period of ten (10) years from the date of recording of the Deed and being binding on the Grantee and its invitees, lessees, successors and assigns:

I. The Grantee recognizes the Grantor is a religious corporation operated under the auspices of the Roman Catholic Church and that the Building hereby conveyed is identified with it by reason of the Grantor's long-continued ownership of such property. The Grantee accordingly recognizes and agrees that (a) the covenants and restrictions contained herein shall run with the land and shall be binding on the Grantee, its invitees, lessees, successors and assigns; and (b) any violation of any of the covenants in sections II and III of this Subparagraph would be seriously damaging and harmful to the reputation and standing of the Grantor as such a religious corporation; and

II. In all uses of the Building herein conveyed or to be conveyed, the Grantee shall be mindful and respectful of the religious and historical tradition and significance of the Building on the property and its use as a Catholic School; and

III. The Grantee covenants that it shall not use, permit or suffer any Building hereby conveyed to be used or occupied for purposes of a charter school, or other similar school not affiliated with the Roman Catholic Church for as long as such Building shall stand. A Catholic Charter School would be an acceptable use; and

C. This covenant and restrictions set forth in paragraphs A and B herein shall each run with the land as delineated above and shall bind the Grantee and its heirs, distributees, executors, administrators, successors and assigns and any violation of this covenant shall entitle the Grantor and its successors and assigns to a permanent injunction in any court of competent jurisdiction in the State of New York enforcing this covenant; and

In the event that any of the above separate and distinct restrictions are adjudged invalid, or unenforceable, such adjudication shall in no matter affect the other restrictions, which shall remain in full force and effect as if the portion(s) so adjudged invalid or unenforceable were not originally a part thereof; and

The foregoing restrictions may be removed in the sole discretion of the Grantor and/or by any successor corporation to the Grantor and/or in any case by The Diocese of Buffalo, N.Y., upon application by an interested party. The Grantor, upon application by an interested party, shall also provide its opinion of whether a proposed use constitutes a violation hereof to interested parties, including contract vendees, lessees, and/or potential Grantees at foreclosure sales.

Grantor:  
ST. JAMES' ROMAN CATHOLIC CHURCH  
SOCIETY OF BUFFALO, N.Y.

Grantee:  
THE NATIVITYMIGUEL MIDDLE SCHOOL  
OF BUFFALO

By: *Richard J. Malone*  
Most Reverend Richard J. Malone  
President

By: *Nancy M. Langer*  
Nancy M. Langer  
President

## ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

### When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

### Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

### What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

### If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

### Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

### How do I register for an online auction?

You can register for an online auction through [www.tranzon.com](http://www.tranzon.com). Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

### When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on [tranzon.com](http://tranzon.com) and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

### How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- Carefully read and accept the auction's Terms and Conditions.
- You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- Log into [tranzon.com](http://tranzon.com) and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

### **Should I wait until the last minute to bid?**

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

### **What is the auto-extend feature?**

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

### **What is the Maximum Bid feature?**

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

### **What happens if two people enter the same Maximum Bid?**

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

### **After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?**

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

### **I was the high bidder. What happens next?**

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

### **What if I have other questions?**

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

# SALE/LEGAL DOCS



## Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as “we” or “our” or “Auctioneer” in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer’s employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as “you” or “your” or “Bidder(s)” in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the “Additional Terms and Conditions”) for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

**Agent for Seller:** The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

**Due Diligence:** It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an “as-is, where-is” basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer’s and the Seller’s actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice or your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer’s website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

**No Conditions or Contingencies:** Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

**Registration and Verification:** In order to bid at this auction, you will be required to register at the Tranzon website, [www.tranzon.com](http://www.tranzon.com) (the “Tranzon website”). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer’s sole discretion based on the Auctioneer’s past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

**Bidding Time:** This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

**Extended Bidding Time:** The Auction is scheduled to begin on the “Starting Date and Time” and tentatively end on the “Scheduled Ending Date and Time” that are listed on the property page of Tranzon’s website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

**Bidder Responsibility:** Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder’s approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

**Bid Increments:** Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

**Maximum Bid Amount:** We also provide opportunities for a bidder to submit a maximum bid amount (often called a “Max Bid”) and to direct that our website bid on such bidder’s behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

**Technical Problems:** We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

**Terms Specific to This Auction or Property:** As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

**Bidding Authorization:** A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

**Earnest Money Deposit:** If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

**Purchase Contract:** If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

**Buyer's Premium:** A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

**Closing:** All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

**High Bidder's Default:** Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars (\$10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

**General Terms and Conditions:** You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

## **Additional Online Terms and Conditions** – Buffalo, New York

- **Sale is for Real Estate Only:** No personal property is being conveyed unless stated otherwise in the Purchase and Sale Agreement.
- **Property Information Package:** Prior to bidding, interested parties should download and review the Property Information Package (PIP) available at [www.tranzon.com/AP26021](http://www.tranzon.com/AP26021). In addition to property information, the PIP includes Online Auction FAQs.
- **Subject to Sale Prior to Auction:** Property may be sold prior to conclusion of online bidding.
- **Auction Type:** Seller has the right to reject or accept high bid. High Bidder will be notified if high bid has been accepted or rejected.
- **Bidding Authorization Credit Card Hold:** \$2,500.00 credit card hold at the time of registering to bid online.
- **Proof of Funds:** At Seller's sole discretion, Seller has the right to request proof of funds from any registered bidder and has the right to request Auctioneer to suspend or terminate bidding privileges.
- **High Bidder's Default – Non-Performance Fee:** As noted in the Terms and Conditions for Timed Online Auctions, failure of High Bidder to submit an executed Purchase & Sale Agreement and any required earnest money deposit will result in the defaulted High Bidder's registered credit card being charged a fee equal to up to \$10,000.00 for non-performance.
- **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.
- **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 2 minutes. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.
- **Buyer's Premium:** A ten percent (10%) Buyer's Premium will be added to the High Bid amount.
- **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase & Sale Agreement via a secure online document signing service. The High Bid offer will remain valid, irrevocable and available for the Seller's acceptance.
- **Earnest Money Deposit:** High Bidder will be required within twenty-four (24) hours following the close of the online auction bidding event, to submit to Tranzon Auction Properties by wire transfer, bank check, cashier's check or certified check in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable (unless High Bid rejected) Deposit equaling ten percent (10%) of the Purchase Price (High Bid Amount + 10% Buyer's Premium = Purchase Price).
- **Closing:** Must be on or before the date indicated in the Purchase and Sale Agreement.
- **Agents Welcome:** Agent participation is being offered. Please visit our website at [www.tranzon.com/AP26021](http://www.tranzon.com/AP26021) or call us for details.

**PURCHASE AND SALE AGREEMENT  
REAL ESTATE**

This is a legally binding agreement, if you have any questions concerning this agreement you should consult an attorney before signing it.

This Purchase and Sale Agreement (hereinafter called "**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between **The Nativity Miguel Middle School of Buffalo**, a 501(c)(3) organization with an address of 128 Wilson Street, Buffalo, NY 14212 (hereinafter called "**Seller**") and

\_\_\_\_\_ with an address of \_\_\_\_\_  
(hereinafter called "**Buyer**"), who agree as follows:

**WHEREAS**, by making a bid/offer for the Property, the Buyer is deemed to have acknowledged and read this Agreement and all other disclosures and information about the Property and has agreed that the Buyer understood those documents and agreed to be bound by them; and

**WHEREAS**, the Buyer was the high bidder at the conclusion of the auction (if applicable) for the Property; and

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged, the Seller and Buyer agree as follows:

1. Description of Property to be Conveyed. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate and any improvements thereto located at **21 Davidson Avenue, Buffalo, Erie County, New York** (the "**Property**") which Property is more particularly identified by the **City of Buffalo as SBL# 90.33-7-2.2**. Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

**This sale is for Real Estate only.** No personal property is being conveyed. Any personal property currently in the Property may or may not, at Seller's sole discretion, be removed by the Seller prior to closing.

2. Purchase Price.

Purchase Price calculated as:

High Bid:	\$ _____
10% Buyer's Premium: (+)	\$ _____
Purchase Price: (=)	\$ _____
10% Deposit*	\$ _____

\*Within Twenty-Four (24) hours following the close of the online auction bidding,Tranzon Auction Properties (the "Auction Firm") must receive from Buyer by wire transfer, bank check, cashier's check or certified check in United States funds payable to "Tranzon Auction Properties Escrow Account", a Deposit equaling Ten Percent (10%) of the Purchase Price. The Deposit is non-refundable other than as outlined in Agreement below or if High Bid not accepted by the Seller

then Seller will cause Auction Firm to return Deposit to Buyer. If an attorney or title company is required to hold the Deposit, Auction Firm will transfer Deposit to appropriate escrow agent.

Buyer is required to pay the balance of the Purchase Price at the time of closing in immediately available United States funds as provided herein.

3. Irrevocable Offer. The offer set forth in this Agreement will remain valid, irrevocable and available for the Seller's acceptance. No obligation to sell the Property or any portion thereof shall be created or binding on Seller unless and until the Agreement is signed by the Seller and delivered by Seller or Auction Firm to Buyer.

4. Closing. Buyer is required to pay the balance due on the Purchase Price at the time of closing in immediately available United States funds. Closing shall occur **no more than 30 days** following the Effective Date of this Agreement (the "Closing Date"). Seller and Buyer mutually agree that time is of the essence with respect to the Closing Date. The Closing Date shall be extended for any period of time necessary for Seller to cure title defects as more fully described below. As to the Buyer, there will be no exceptions to the Closing Date.

5. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Quitclaim Deed for the Property.

6. Title. Seller will convey title to the Property in accordance with the Standards of Title adopted by the New York Bar Association, and free and clear of all encumbrances, except but not limited to the following ("Permitted Title Matters"): Federal, State and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws; building and/or zoning restrictions of record; restrictive covenants and conditions of record; municipal code violations; usual public utilities associated with servicing of the Property, usual easements/rights-of-way of any description or source; rights public and private, in all roads, streets and easements which may be included within the lines of the Property; rights of adjoining land owners; improvements, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground; such state of facts as an accurate survey and physical inspection of the Property would reveal, and rights of tenants, if any.

The Buyer acknowledges that if there is/are existing mortgage(s) on the Property those mortgages shall be paid on or before the Closing Date (with or without use of sale proceeds) by the Seller and such mortgage(s) shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged at or following the closing in accordance with customary conveyancing practices.

7. Title Examination. Buyer may examine title to the Property for the ten (10) day period immediately following the Effective Date of this Agreement and may, within that ten (10) day period, notify Seller in writing (the "Title Defect Notice") of any defects in title (other than Permitted Title Matters) which may render the title to the Property uninsurable under the Standards of Title adopted by the New York Bar Association. The Title Defect Notice shall state with specificity the title defect and the requested remedy and include any recorded documents causing the defect. After receipt of the Title Defect Notice, Seller may, at its sole option, either: (i) terminate this Agreement; (ii) or proceed to attempt to cure the title defects referenced in the Title Defect Notice. Seller shall have forty-five (45) days, from Title Defect Notice, to cure any defects of title which may render the title uninsurable under the Standards of Title adopted by the New York Bar Association so brought to its attention in the Title Defect Notice. The Closing Date shall be automatically extended in the event Seller elects to attempt to cure such defects. In the event Seller fails to remedy the defects referenced in the Title Defect Notice within such time frame, Buyer's exclusive and sole remedy, whether in law or equity, is the right to rescind the Agreement and have the Deposit and any Additional Deposit refunded. If Buyer fails to rescind within ten (10) days of

Seller's notice that it has not cured defects referenced in the Title Defect Notice or lapsing of the 45 day cure period, Buyer will be deemed to have waived such defects in title and to have agreed to accept title subject to the alleged defect.

8. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination, title insurance coverage; any inspection and property reports obtained by Buyer; Buyer's share of pro-rated real estate taxes, if applicable; Buyer's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Buyer's customary share of applicable transfer tax; and representation by legal counsel.

Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes, if applicable; Seller's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Seller's customary share of applicable transfer tax; Seller's document preparation and processing fees; and representation by legal counsel.

9. Risk of Loss/Condemnation. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled, to the same extent that Seller would have been so entitled, to proceeds of condemnation when paid. In the event that a material portion of the Property is damaged or destroyed by fire or other casualty prior to Closing, then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds received by Seller, if any, to the same extent that Seller would have been so entitled. Seller is not required to carry property insurance.

10. Possession. Buyer shall only be entitled to possession of the Property at Closing.

11. No Warranties; Risk of Defects. No warranties express or implied are made concerning the condition of Property. All such warranties are disclaimed with respect to any improvement located on the Property, including improvements located underground and the location and/or boundaries of the Property. The Buyer shall assume risk for any defects. Buyer of the Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of the Property and the assumption of all risks relating to disclosed and undisclosed defects. Without limiting the generality of the foregoing, no representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any relating to zoning, environmental law, dangerous chemicals or hazardous waste. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Effective Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition, if access available, thereof. Buyer agrees that neither Seller nor Auction Firm, or any of their agents, representatives, or employees are giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance. Buyer further acknowledges and agrees they have in no way relied on representations made by Seller, Auction Firm, or any of their agents, representatives, or employees.

12. No Contingencies. The Buyer's commitment under this Agreement is NOT contingent upon securing financing or upon any other conditions including due diligence unless otherwise specifically stated in this Agreement; the Deposit and any Additional Deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform.

13. Buyer Default/Termination. If Buyer shall either default in the making of any payment required herein, including payment of the Deposit in accordance with the terms of Section 2 hereof or payment of any Additional Deposit, or shall fail to comply with any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, Seller shall, in addition to any other right or rights available as a matter of law or equity, retain the Deposit and any Additional Deposit made or required to be made as liquidated damages; declare Buyer's rights under this Agreement terminated and at an end; and Seller may resell the Property or re-advertise the Property for sale, at Seller's option. Seller shall be entitled to recover from Buyer all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Buyer of any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions.

14. Seller Default. If the sale of the Property is not closed due to any act or inaction by the Seller, including the inability of the Seller to convey title, the Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller. Buyer's sole and exclusive remedy shall only be a refund of the Deposit and any Additional Deposit paid by Buyer. Upon return of the Deposit and any Additional Deposit, this Agreement shall terminate and neither party shall have any rights or obligations hereunder.

15. Limitation of Buyer's Damages. Buyer agrees that in any dispute or action arising out of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, specific performance, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

16. Number/Gender/Joint and Several Obligations. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

17. Entire Agreement; Amendment; Non-Waiver. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, shall not be altered or amended except by written amendment signed by Seller and Buyer, and Buyer hereby acknowledges the Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions have been carefully read and are fully understood. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Buyer re-confirms and expressly acknowledges the language contained in the No Warranties; Risk of Defects paragraph of this Agreement.

18. Assignment/Recording. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Buyer may not assign its rights under this Agreement to any third party or record this Agreement without the written consent of

the Seller, which consent Seller may withhold at its sole discretion. In the event of any assignment so consented to by Seller, such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to Seller at least seven (7) calendar days prior to the Closing Date. Recording this Agreement without Seller's prior written consent shall constitute an immediate default by Buyer, entitling Seller to retain all deposits paid and terminate this Agreement without further recourse between the parties.

19. Governing Law; Days; Interpretation. This Agreement and all proceedings relating thereto shall be governed by the laws of the State of New York, without reference to any conflict of law provisions thereof. Irrespective of the location of the property and the provisions of New York's laws governing venue, all litigation arising out of and relating to this Agreement between Seller and Buyer shall be in County where the Seller resides or maintains its principal place of business in New York State. If Seller does not maintain a business office in New York State, then all litigation shall be venued in New York State Supreme Court, Erie County. Buyer shall not be entitled to select the venue of an action based upon its residence. In no circumstances shall an action arising out of or relating to this Agreement be maintained outside of New York State.

Any time period or deadline provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof. The captions or section headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

20. Waiver of Jury Trial. Buyer, Seller and Auction Firm knowingly and voluntarily waive any and all rights to have any controversy or claim arising from or relating to this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions or breach thereof, resolved by a jury.

21. Mediation. Disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property shall be submitted to mediation in accordance with the New York Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

22. Fair Housing and Equal Opportunity. This Property is being sold without regard to race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity or expression, physical or mental disability, age, military status, marital status, familial status, or income status.

23. Effective Date. The Effective Date of the Agreement is agreed to be the date on which the Seller accepts and enters into this Agreement as indicated below.

24. Counterparts; Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties,

and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

**TIME IS OF THE ESSENCE IN CONNECTION WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement on the date next to Seller and Buyer name below.

**SELLER:**  
**The Nativity Miguel Middle School of Buffalo**

By (signature):

Print Name:

Title:

Dated (the Effective Date):

**BUYER:**

By (signature):

Print Name:

Dated:

**BUYER:**

By (signature):

Print Name:

Dated:



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### **New York State Housing and Anti-Discrimination Disclosure Form**

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Michael Foster (print name of Real Estate Salesperson/  
Broker) of Tranzon Auction Properties (print name of Real Estate company, firm or brokerage)

(I)(We) The Nativity Miguel Middle School as Seller

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature <sup>Signed by:</sup> Christopher Pitek Date: 3/13/2026  
2EC033FC4F88418...

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

## Put Tranzon to Work for You

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- 100 team members
- Certified Auctioneers Institute (CAI), Accredited Auctioneer of Real Estate (AARE), and Auction Marketing Management (AMM) designated auction professionals
- Leading-edge technology

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Tranzon's proprietary Market-Making System™ is a proven-effective methodology for the accelerated sale of real estate and other business assets. Our System offers sellers the benefits of our national reach and extensive experience, combined with local market knowledge, the most advanced online marketing techniques, and the benefit of our proprietary database of potential auction buyers.

## The Tranzon Market-Making System™

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- Onsite Auctions  
A competitive bidding environment helps achieve a price that reflects current market value.
- Ballroom Auctions  
Multiple properties can be sold at a single live auction event.
- Sealed Bid Auctions  
Particularly useful for selling assets with narrow or unusual market appeal.
- Simultaneous Live and Online Auctions  
Combines the best of live and online auctions, helping attract the greatest number of bidders.

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