

Warren County Board of Supervisors

RESOLUTION NO. 339 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, SIMPSON, STROUGH, DICKINSON, McDEVITT, MERLINO, LOEB, HOGAN AND HYDE

AMENDING WARREN COUNTY REAL ESTATE AUCTION TERMS AND CONDITIONS OF SALE APPLICABLE TO THE SALE OF PARCELS ACQUIRED BY THE COUNTY BY REASON OF THE FORECLOSURE OF TAX LIENS

WHEREAS, the Warren County Board of Supervisors approved the Real Estate Auction Terms and Conditions of Sale applicable to the sale of by Resolution No. 452 of 1996, which was most recently amended by Resolution No. 259 of 2017, and

WHEREAS, the Real Estate Auction Terms and Conditions of Sale, attached hereto as "Schedule A" has been amended once again to add a new subdivision (f) to paragraph 6, now, therefore be it

RESOLVED, that the Real Estate Auction Terms and Conditions of Sale as presented to the Warren County Board of Supervisors be, and hereby is, amended and does supercede any prior versions of the Real Estate Auction Terms and Conditions of Sale.

SCHEDULE "A"

**WARREN COUNTY REAL ESTATE AUCTION
TERMS AND CONDITIONS OF SALE**

2019

The premises described in the preceding advertisement of sale will be sold under the direction of the Director of the Real Property Tax Services Department, upon the following Terms of Sale:

1. The successful bidder (purchaser) of the premises being sold, or any portion thereof, will, at the time of the auction sign a memorandum of purchase agreement in which the purchaser will agree to comply with and be obligated under all terms and conditions of sale of the Warren County Real Estate Auction 2019. A copy of such Memorandum of Purchase Agreement is attached hereto and incorporated herein.
2. For a successful bid in any amount over One Thousand Dollars (\$1,000), Ten Percent (10%) of the purchase price of said premises and an additional six percent (6%) buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

For a successful bid of One Thousand Dollars (\$1,000) or less, One Hundred Percent (100%) of the purchase price of said premises and an additional six percent (6%) buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

In the event of a default or failure to complete the transaction by the successful bidder, the successful bidder agrees that the amount of the deposit and buyer's premium tendered by the successful bidder at the time of execution of the Memorandum of Purchase Agreement shall be forfeited to the County, or, if the tender is not completed, the successful bidder agrees that such amounts shall be come due and owing to the County. The County reserves the right to pursue collection of such amounts, including costs and reasonable attorney's fees.

3. The successful bidder has no legal or beneficial ownership interest of any nature whatsoever in the property. All sales are subject to the approval of the Warren County Board of Supervisors which approval shall be given or denied within forty-five (45) days of such sale. The County of Warren reserves the right to reject any and all bids and cancel and/or postpone sales at any time before the actual delivery of deeds, a right which if invoked will be exercised within forty-five (45) days of such sale. In the event a sale is not approved by the Board of Supervisors, the down payment for that sale and the additional buyer's premium shall be promptly refunded

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without interest;

4. The balance of the purchase price (ninety percent (90%)) shall be made payable by bank or certified check or cash to the Warren County Treasurer, Warren County Municipal Center, Lake George, New York, within fifteen (15) days from the date of the resolution of the Warren County Board of Supervisors approving the sale, of which date the purchaser shall be provided with notice at the address given by the purchaser on the memorandum of purchase completed pursuant to Paragraph 1 of the Terms of Sale. The Real Property Tax Services Director is not required to send any further notice to the purchaser. If the purchaser fails to pay the balance of the purchase price within said fifteen (15) day period as provided above, all rights to complete the transaction per the memorandum of purchase agreement will expire and the deposit and Auctioneer's additional buyer's premium shall be forfeited to the County of Warren.
5. If the successful bidder at the auction fails to comply with the terms and conditions of sale and therefore forfeits the right to purchase or the time to purchase expires as defined in paragraph 4 above, the County shall consider whether to offer the property for sale to the second highest bidder of record. In furtherance of this, the Real Property Tax Services Director shall provide notice to the second highest bidder by mail at the address provided by the bidder at the auction that the County is considering whether to accept the bid of the said second highest bidder and inquire as to whether said bidder desires to purchase the property. If the said bidder is interested in purchasing the property, the second highest bidder shall have fifteen (15) days after the mailing of such notice to enter into a memorandum of purchase agreement as set forth in Paragraph 1, and complete the transaction including tender of payment. Notwithstanding the foregoing, upon receipt of a duly executed waiver and release from the highest bidder confirming that they will not be purchasing the property as defined in Paragraph 4 above and acknowledging they will be forfeiting the buyer's premium and ten percent (10%) deposit made, the County can immediately offer the property to the second highest bidder pursuant to the terms and conditions set forth in this paragraph.
6. The premises will be conveyed free and clear of delinquent real property tax liens but subject to:
 - (a) city and village tax liens accruing during the year of the auction and not relieved in the last town and county tax immediately preceding the auction;
 - (b) school taxes accruing on or after July 1st in the year of the auction and any late payments and penalties related thereto;
 - (c) street or other special assessments unpaid or payable to the municipality in which the premises are situated;
 - (d) any water charges unpaid or payable to the municipality in which the premises are situated which have not been relieved in the last town and county tax levy;
 - (e) any sewer charges unpaid or payable to the municipality in which the premises are situated which have not been relieved in the last town and county tax levy;
 - (f) **FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for

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occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period, the purchaser must either: obtain a Certificate of Compliance or a Certificate of Occupancy¹, if required, for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings and remove all demolished material from site. The deed shall require the purchaser to schedule an inspection by County officials at or before the end of the twenty-four (24) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the County may, subject to Board approval, commence legal proceeding to retake title to the property. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the County Administrator for an extension of up to twenty-four (24) months shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. Any addition request thereafter shall be made in writing and placed before the Board of Supervisors for their consideration.

7. The deed delivered shall be a “Quit Claim” deed and shall contain the assessment roll description of the premises and not a metes and bounds description.
8. The bidding will be kept open after the property is struck down; in the case any purchaser shall fail to comply with any of these Terms of Sale, the premises so struck down will again be put up for sale under the direction of the Real Property Tax Services Agency; the original purchaser may be held liable for any deficiency between the sum for which said premises were purchased and the resale, together with any costs or expenses occurring on such resale.
9. The premises will be conveyed subject to all existing tenancies, easements, rights, licenses, privileges, and agreements, as well as any covenants, conditions, restrictions, reservations, rights of re-entry, possibilities of reverter, rights-of-way, utility or other easement agreements, or sell-offs in former deeds or other instruments of record. Additionally, the premises will be conveyed subject to existing laws and ordinances and any state of facts an accurate survey and prudent inspection of the property would disclose, and any federal and/or state taxes, liens, judgements and encumbrances of record not otherwise extinguished when the County of Warren took title to the subject parcel.
10. The purchaser is responsible for determining by diligent search of the public records, including those in the Warren County Clerk’s Office, whether other persons or entities including, but not limited to, mortgagees, lienholders or others have an interest in the property which may affect the title as acquired through the tax foreclosure proceeding.
11. The purchaser is responsible for determining whether any structures are located on the premises and for the condition of any structures located on the premises. The descriptions may contain a reference to a structure that may have been removed after the description was prepared. The

¹ Purchaser may show compliance with an existing Certificate of Compliance or obtain a new Certificate of Compliance.

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County makes no promises regarding the presence or condition of any structure.

12. There shall be no interruptions of the auction by any person. Any person so interrupting the auction may be removed from the auction.
13. Individuals purchasing property at this public auction will be responsible for Real Property Transfer Tax on all parcels purchased.
14. The Internal Revenue Service and/or other Federal and/or State agencies may have a right to redeem their interest in properties following this auction. The bidder is responsible for ascertaining this information.
15. If a purchaser owes any outstanding and delinquent taxes to Warren County, those taxes must be paid in full prior to closing on any purchase made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
16. As a further term and condition of sale of the property, the Purchaser understands and agrees that the County shall arrange for the recording of the deed issued by the County in connection with such sale and that the Purchaser shall be liable for the payment of recording fees which shall be paid to the County at the time of closing on the property. The fees associated with the recording of the Quit Claim deed shall be in addition to all other amounts due by the Purchaser in connection with the sale.