

## Notice to Bidders and Terms of Sale – 2022

The 2022 Steuben County Tax Foreclosure Auction will be undertaken using an online bidding service. This Notice to Bidders and Terms of Sale applies to all parcels presented via the online auction service. Pre-registration with the online auction service is subject to approval. The approval process may take more than 24 hours. No bids may be placed on any parcel until such registration and approval has been completed. The online service is accessed via the following URL address: <http://www.steubencountyauction.com/>

1. All bidders are urged to consult an attorney before submitting a bid.
2. The County obtained title to these properties in accordance with the procedures of Article 11 of Real Property Tax Law of the State of New York.
3. There is absolutely no representation as to the quality of title, lot size, condition or existence of improvements of any parcel to be auctioned and all persons proceed at their own risk with respect to same. Any photographs, maps, and all other depictions of the property are for reference only and all properties are subject to such state of facts that an instrument survey will determine. The County sells only its interest. Any information provided by any County employee is subject to the terms and conditions of this Notice to Bidders and Terms of Sale.
4. All properties are offered for sale to the highest bidder.
5. There is a \$50.00 (fifty dollar) minimum bid requirement.
6. The Commissioner of Finance retains the right to establish the auction with or without reserve.
7. The County shall retain the right to reject any and all bids.
8. To the extent allowable under law the County reserves the option to retain all the oil and gas rights. The County will not be exercising this option for any parcels in this public auction.
9. All real property, including any buildings thereon, are sold "as is...where is" as of the date of closing without any representation or warranty whatsoever as to the condition or title and subject to (a) any state of facts an accurate survey or personal inspection of the premises would disclose, and (b) applicable zoning and use/building regulations.
10. Any improvement description concerning manufactured homes, mobile homes and trailers is done for identification purposes of the parcel in question. The manufactured home, mobile home or trailer may or may not be deemed a fixture on the parcel in question and no representations or warranties are made in that regard.
11. The premises being sold may be subject to tenancies and/or leases affecting the said premises. Purchaser is to determine the existence and status of such interests and the applicable legal rights thereto. Evictions if necessary and as subject to Federal CDC regulations, New York State Executive Orders, New York State Administrative Orders, and New York State Laws, are solely the responsibility of the purchaser after closing and execution of the deed. Subject to the rights of a tenant or lease affecting the property, no one is permitted to enter upon any parcels offered for sale for any purpose whatsoever, at any time prior to the closing of the sale and execution of the Deed conveying title to the Grantee. Any Grantee who enters a property prior to the closing of the sale and execution of the Deed conveying title to the Grantee is Trespassing and the County has the right to pursue any charges or fines for the same. See also Term # 17.
12. No personal property is included in the sale. The disposition of any personal property shall be the sole responsibility of the successful bidder following the closing of the sale. The previous owner should be notified and provided the opportunity to remove personal items.
13. Any taxes levied after January 1 of the current year will be the responsibility of the purchaser (City – Village – School, if applicable). Purchaser may also be liable for unpaid water and sewer charges not included in previously levied taxes. It is the Buyer's responsibility to contact the taxing entity, obtain information and pay these taxes, fees, charges and assessments, as the case may be.
14. Bidders must disclose if acting as the agent for another party and identify such party in the remarks section of the online registration system. Failure to disclose principals may result in disqualification from bidding. Additionally, all parties to be named in a deed will need to be identified in the remarks section of the online registration system.
15. The purchaser shall provide information consistent with #14 above and such other information necessary to complete the deed, and shall execute the necessary forms and documents required for recording the deed. [Note: Social Security or Federal Identification Number will be required for all parties to be referenced on a

deed.] Such information shall be furnished to the County Finance Department within 2 business days following the closing date of the sale. Failure to provide this information will result in a failure to complete the purchase (see Term #s 23 & 24). Subsequent to completion of the original forms, the charge to issue and record a correction deed is \$500 per parcel.

16. Conveyance shall be by quit claim deed only, containing a description of the property on the tax roll for the year during which the County acquired title. A separate deed shall be issued for each parcel, and applicable fees charged.
17. The County will execute the deed after approval by the County Legislature, receipt of the full purchase price and recording fees, and receipt of the information necessary to complete the transfer of title (see Term #15). The deeds will be submitted in the same order as which full payment is received. The purchaser may take possession only after the deed has been executed.
18. Purchaser shall be responsible for the payment of a ten percent (10%) buyer's premium and the deed recording fee(s) in addition to the accepted bid price; the sum of these items is the purchase price.
19. A minimum of thirty percent (30%) of the purchase price shall be paid to the Steuben County Finance Office within two business days following the closing day of the auction. (See Term #21 for payment information). The initial minimum deposit is \$1,000.00. If the total amount of the purchase (including fees) is less than \$1,000, the entire amount is due in full within two business days following the closing day of the auction. Should a bidder fail to make the deposit payment described herein, the bidder shall be considered in default; the County may then offer the premises to the second bidder (see Term #23); and / or may be disqualified from participating in future Tax Foreclosure auctions (see Term #24); and shall forfeit all interest, rights and remedies afforded to the successful bidder.
20. All sales are subject to subsequent County Legislature confirmation and any balance due must be remitted within thirty (30) days following the closing day of the auction. Any balance due must be paid in full in one payment; partial payments are not permitted.
21. Payment may be in the form of cash, money order, bank draft, certified check or wire transfer payable to STEUBEN COUNTY FINANCE DEPARTMENT, payable in US Dollars only; any negotiable instrument tendered in payment must be drawn on a bank located in the United States.
22. All parcels purchased by a purchaser must be paid for in full, selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all deposits paid, which will be retained by the County as liquidated damages, and the cancellation of all sales to the purchaser.
23. Failure of the purchaser to complete the purchase within the required time limits shall result in the forfeiture of both the down payment and the buyer's premium as liquidated damages. In the event of default of the highest bidder, the County reserves the right to offer the property to the second highest bidder, or to dispose of the property by any means as may be authorized by the Steuben County Legislature.
24. Any person who fails to complete a purchase may be disqualified from participating in future County tax auctions as a non-responsible bidder as determined by the Commissioner of Finance.
25. Those persons who have allowed the foreclosure of real property for nonpayment of taxes shall be disqualified from participating in County tax auctions for a period of 10 years from the date of such foreclosure proceeding.
26. Pursuant to Section 2.B.2. of the Steuben County Ethics Law and Resolution No. 037-21 of the Steuben County Legislature, County Legislators and employees, including their relatives, siblings, spouses or significant others, of the County Manager, Clerk of the Legislature, Finance Office, Law Department and Real Property Tax Service Agency are prohibited against bidding upon, acquiring or purchasing property offered for sale by the County of Steuben as a result of the tax delinquency of such parcel(s) either directly or through an agent, representative, attorney or other third party. It shall be presumptive proof of a violation of the Ethics Law if any Legislator or employee of the departments listed above shall have acquired any interest in tax delinquent property whatsoever including, but not limited to, the holding of a mortgage, lien or other financial interest, no matter how acquired, either directly or through any third parties within two years of the date upon which such property was sold or conveyed by the County of Steuben.
27. All sales are final, absolute and without recourse.
28. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the previous bid.
29. Should a prospective bidder not have the ability to participate in the online auction format, they are encouraged to contact Moyer Auction & Estate Co., Inc. at (716) 937-7493 as soon as practical. Any such circumstances shall be addressed on a case-by-case basis. Reasonable accommodations shall be made to allow participation in the auction and to facilitate the submission of bids.

30. In the event a sale is cancelled by Court Order, Administrative Order or Executive Order, the purchaser shall be entitled to a return of the purchaser's payment of the purchase price, together with any deposit paid, "deposit" being those sums paid under #19. The purchaser shall not be entitled to any special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
31. All Buyers agree to accept title according to these terms and conditions. In the event the Successful Bidder nominates a third party to receive title, such nominee will be required to execute an acknowledgment of the said terms of sale prior to receiving title.
32. In the event that any recited term herein or part thereof is determined to be unlawful, then in such event, the remaining terms of sale and unaffected portion(s) thereof shall survive and remain in full force and effect.
33. Auction results and updates will be posted at [www.steubencony.org](http://www.steubencony.org)

Prior history redacted.

8/22/2022 – Approved by Finance Committee

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