

REAL ESTATE AUCTION
(BIDS SUBJECT TO CONFIRMATION)
ONEIDA COUNTY FINANCE DEPARTMENT
800 PARK AVENUE, UTICA, NEW YORK 13501
315-798-5760

BID/LOT # _____

MEMORANDUM OF AGREEMENT & OFFER TO PURCHASE **September 21, 2024**

The undersigned hereby **Offers to Purchase** the following PARCEL(S) OF LAND as listed:

TAX MAP # _____

AMOUNT OF BID \$ _____

Buyer's premium \$ _____
Buyer's premium of 8.77% (debit/credit card payment) will be added to Bid for expenses associated with the auction. A 2.77% discount for cash/certified/bank check

Tendered as follows: CASH \$ _____

CHECK \$ _____ CHECK # _____

CREDIT/DEBIT \$ _____

A down payment of \$ _____, which is 30% of the bid amount. **Balance plus minimum NYS recording fee** of \$185.00, due within ten (10) days after date of auction.** **Commercial/Vacant \$310 minimum recording and Transfer Tax fee.

OR

- 1) Full bid amount plus buyer's premium and deed recording fee totaling \$ _____.
- 2) Minimum bid is \$100.00

I hereby agree:

Neither deposit nor full bid amount will be returned before or after approval of the bid by the Board of Legislators.

EXCEPTIONS: Void of sale by Board of Legislators, any and all claims by U.S. Government.

After final approval by the Board of Legislators, a **Quit-Claim Deed** will be issued to the purchaser (as indicated, p. 3).

I hereby agree:

1. The County of Oneida makes no promises or statements of fact about any parcel which is being offered for sale. No employee or agent of the County of Oneida has any authority to make any promises or representations of any nature concerning any of these parcels. It is the responsibility of each bidder to investigate any and all aspects of the status of each parcel which I/we may desire to purchase **PRIOR TO BIDDING ON THE PARCEL**.
2. Prior to bidding, I/we are strongly encouraged to go to the property(ies) of interest and examine them in person from the sidewalk or street. I/we are, however, prohibited from trespassing on the property(ies) or entering into the building(s), if applicable. This restriction also applies to any party offering to purchase the property until the quit claim deed transferring ownership from the County to the new owner is recorded in the County Clerk's Office.
3. In most cases, a picture of the property is available for viewing. A map and tax information are available for each parcel. Tax maps are only representations and may depict a proposed development or road. The County does not guarantee that the development or road actually exists, nor does it guarantee the eventual creation of any development or road. Tax maps do not represent exact dimensions. You are also encouraged to obtain the zoning & code regulations from the municipality where the property is located.
4. No representation is made as to the condition or validity of title to the parcels to be sold. Abstracts of title and land surveys will not be furnished.
5. The terms bid, offer to purchase, and bid offer shall have the same meaning.
6. Any bills not yet received by this office will be the responsibility of the new owner. This includes all fees and taxes from other municipalities. City, town, school, water and sewer tax lien/fee information must be obtained from the collector for the municipality in which the property is located. Liens and mortgages on the properties are on file at the County Clerk's Office.
7. The buyer may be responsible for certain municipal liens, fees, or taxes. This includes amount due prior to filing the deed as well as after filing. Under intermunicipal agreement, properties located in the City of Rome and City of Utica are free and clear of all delinquent city, and delinquent county tax liens. However, the buyer will be responsible for the pro-rata portion of the current County, Town, City and School taxes if the Board of Legislators accepts the bid. The Commissioner of Finance and County of Oneida reserve the right to withdraw from the auction any of the properties listed on the schedule of real property at any time. The Commissioner of Finance and County of Oneida reserve the right to combine any properties and sell them together or as one. The Commissioner of Finance or designated deputy has sole discretion to make decisions concerning the conduct of the auction, prior to and during the auction, including, but not limited to the method of sale for each parcel or group of parcels. The Commissioner of Finance or his designated deputy may reject any bid at any time for any reason.

8. At the time of the auction, all prospective purchaser(s) must sign a memorandum of agreement wherein they affirm that he or she is not acting on behalf of the former owner(s). If this provision is violated, they will be liable for any excess of taxes, penalties, interest, and administrative costs over the amount of said auction bid. Said amounts will be subject to relevy. I/we hereby certify that there are no delinquent county taxes due and owing beyond the current year on other properties located in Oneida County owned by me and/or any corporation, partnership, etc., as represented hereunder. In the event that the Commissioner of Finance finds such delinquent county taxes outstanding as of the date of auction, and as described above, said Commissioner is directed by the Board of Legislators to reject such bid(s) and may do so at any time. I/we hereby acknowledge that with any violation of this provision, any and all deposits will be forfeited to the County of Oneida, and the Commissioner of Finance may cause a deed to be filed transferring title to the Oneida County Board of Legislators.
9. Oneida County reserves the right to refuse any bid.
10. If Oneida County accepts the bid, you are prohibited from selling the property to the former owner(s) for a period of five (5) years. If the property is occupied, and the buyer of the property wants the property vacated, the buyer will be responsible for the eviction of the occupants.
11. It is the responsibility of each prospective purchaser to investigate any and all aspects of the status of each parcel which he or she may desire to purchase. The County makes no representation as to the condition of the property(ies) concerning environmental problems. Each bidder assumes all responsibility for having previously checked the condition of the property(ies) and the County assumes no responsibility for any environmentally hazardous conditions on the property(ies).
12. Prior to bidding, the bidder or agent should have conducted any investigations he or she may deem necessary, including, but not limited to:
- a. The status of the title and description of the property;
 - b. The existence of any liens, encumbrances or easements affecting the property.
 - c. The effect, if any, of any local laws, ordinances, Adirondack Park Agency or Department of Environmental Conservation regulations and/or other legal restrictions or conditions which may affect the premises, including any of the following:
 - i. Zoning & Codes;
 - ii. Subdivision regulations;
 - iii. Sewerage or the presence of any possible toxic or harmful wastes;
 - iv. Water;
 - v. Any and all other matters pertaining to public health, together with such other matters as the prospective purchaser or his/her agent deems appropriate

PAYMENT TERMS:

13. Bidder shall be responsible for the payment of a BUYER'S PREMIUM representing 8.77% of accepted high bid price and will be in addition to the accepted high bid price, for payments made with a debit/credit cards. A 2.77% buyer's premium discount will be applied for cash/certified check payments.
14. All bids must be approved by the Oneida County Board of Legislators at a regular or special meeting of the Board to be held at a date subsequent to this offer. If the balance of your bid is not submitted within the ten (10) days after the date of the auction, the deposit will be forfeited. Bid offers/deposits held by the Commissioner of Finance and the Board of Legislators for approval will not be returned unless the Commissioner, his or her designee, or the Board of Legislators reject the offer. I/we agree that any withdrawal of any offer by me/us prior to acceptance or rejection of that offer will cause forfeiture of the bid and/or deposit(s). I/we acknowledge that the county reserves a right of setoff for sums as may be owed, and the Commissioner of Finance at his/her discretion may take the necessary actions to re-levy same against other property in the county.
15. **DEPOSIT PAYMENT DUE:**
- a. If the highest bid on the property is more than \$10,000.00, the highest bidder will be required to deposit a minimum of 30% of the bid, with the buyer's premium, deed recording fee (\$185 for residential property, \$310 for commercial or vacant property) and NYS Transfer Tax fee on the day of auction closing or no later than end of business **September 24, 2024**, at the Oneida County Finance Department. **If the deposit is not received by September 24, 2024, the bid will be rejected and offered to the 2nd highest bidder.**

**ALL FINAL PAYMENTS DUE before the end of business: TUESDAY:
OCTOBER 1, 2024.**

- b. If the highest bid is \$10,000.00 or less, the full amount of the bid, buyer's premium and deed recording fees (\$185 for residential property, \$310.00 for commercial or vacant property) and NYS transfer tax must be deposited on the day of the auction closing or no later than end of business **September 24, 2024**, at the Oneida County Finance Department. **If the payment is not received in full by September 24, 2024, the bid will be rejected and offered to the 2nd highest bidder.**

16. Bidders must note on their bidder registration packet which deposit payment method they will be electing to utilize: Debit/Credit Card OR Cash/Certified Check at the Oneida County Finance Department"

- a. **Credit/Debit Card Deposit payments:** can/will be collected thereof immediately on the day of the auction closing, as each property closes.

Credit/Debit Card Deposit Payment Example:

High Bid: \$20,000.00
 30% Deposit: \$6,000.00
 8.77% Buyer's Premium: \$1,754
 Filing Fee: \$310.00 or \$185
 Transfer Tax: \$80.00 (\$20,000 / \$500 x \$2.00)
 Total amount ran on CC: \$8,144 or \$8,019

- b. **Cash/Certified Check payment:** Bidders who elect to make their deposit payment directly to the Commissioner of Finance with cash or certified or bank check will be charged a discounted buyer's premium rate of 6%, County of Oneida, 800 Park Avenue, Utica, N.Y. 13501 and can do so on the following dates Only:

DATES: Before the end of business on: **Tuesday: September 24, 2024.**

ALL FINAL PAYMENTS DUE before the end of business: TUESDAY: OCTOBER 1, 2024.

17. Bidder will execute Offer to Purchase form; the approval of which will bind the bidder only and the Commissioner of Finance or the County of Oneida reserve the right to reject any bid FOR ANY REASON prior to the closing of title and recording of the deed.
18. Upon acceptance of the offer and if payment of the balance of the purchase price and all applicable charges have been received, the County of Oneida will convey all its rights, title and interest in such property to purchaser by Quit-Claim Deed(s).
19. There are no warranties or representations regarding the property, its condition, size, location or title hereto. Pursuant to a resolution passed by the Oneida County Board of Legislators, the Quit-Claim Deed(s) issued will be filed in the County Clerk's Office.
20. Possession of property is forbidden until the quit claim deed from the county is recorded in the Office of the Oneida County Clerk conveying title. It is agreed between the County and party(ies) subject to this offer to purchase that delivery and acceptance of the deed occurs upon recording of the deed. No notices of eviction or such communication shall be delivered or communicated prior to this condition.
21. In the event that a sale is canceled by a court order or judgement, the successful bidder shall only be entitled to a refund of any deposits paid. If the bid is rejected by the Oneida County Commissioner of Finance or County of Oneida a refund, if any, will not be subject to interest. Final purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, expenses incurred as a result of ownership, improvements made to the property or for taxes paid during period of ownership and/or tenancy.
22. All sales are without recourse once title has closed and the deed recorded. In no event shall the County of Oneida be liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns arising from sale and conveyance.
23. I hereby agree and affirm that I am **NOT** acting as purchaser, agent or in any other capacity on behalf of the former owner(s) of said property described above, and am also bound by Section 10 above, and have no intent to defraud Oneida County of the unpaid taxes, assessment, penalties and charges levied against the property. If this provision is violated, the purchaser understands that he/she may be found to have committed fraud, or intent to defraud, and will be liable for any deficiency between the successful bid at auction and/or the Commissioner of Finance may at his/her discretion demand the successful bidder pay any excess of taxes, penalties, interest, and administrative costs over the amount of the auction bid. I/we agree that such sums as may be owed to Oneida County and consent(s) to immediate entry of a judgement by Oneida County for said amounts (A copy of the of these terms and conditions executed by the successful bidder may be attached to and warrant the filing of an Affidavit of Confession of Judgement). The Commissioner of Finance may at his/her discretion take the necessary actions to levy and re-levy same. However, the Commissioner of Finance at his/her discretion, may declare conveyance to the successful bidder, his or her successors and/or assigns, null and void wherein the Commissioner will cause a deed to be filed transferring title to the Oneida County Board of Legislators. Any deposit(s) will not be returned and will be forfeited. If the former owner(s) is/are grantee for any reason under the terms and conditions of any part of this agreement, then all liens that were of record when county took title will be automatically reinstated.

Tax map #: _____

Bid/Lot# _____

The undersigned concedes that he/she has made investigations of the property and the title thereto as he/she deems necessary, and he/she is relying solely thereon and NOT upon any statements, photographs, or representations of Oneida County, their agents, consultants, or employees.

I hereby agree that the Commissioner of Finance reserves the right to refuse or cancel any bid at any time for any reason prior to the final approval by the Board of Legislators.

I hereby acknowledge and accept the auction specific terms and conditions set forth and publicly available to review on the Auctioneers website where this online bid offer will be conducted.

Signature of Bidder

For Commissioner of Finance

SSN/TIN

Telephone Number

Email

IF BID OFFER IS ACCEPTED PREPARE DEED AS FOLLOWS:

Print Name: _____

Address: _____

