

OFFER FORM

Parcel ID No. _____

Municipality _____

Property Location _____

Offer Amount: \$ _____

Name: _____

Social Security No.: _____

Address: _____

Telephone No.: _____

Signature: _____

Date: _____

TERMS AND CONDITIONS

CHAUTAUQUA COUNTY REAL ESTATE REQUEST FOR PROPOSALS (RFP) ALL PROPOSALS TO BE RECEIVED BY THE CHAUTAUQUA COUNTY OFFICE OF REAL PROPERTY TAX SERVICES BY 5 PM, SEPTEMBER 15, 2011

GENERAL:

1. **All properties will be sold "AS IS - WHERE IS".**
2. All informational tools such as slides, Tax maps, Property record cards, GIS, Web sites, etc, are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use, size, or any other information expressed or implied.
3. All properties are sold subject to confirmation by the Administrative Services Committee meeting in October, 2011 and the first available Chautauqua County Legislative meeting following payment in full of the balance due. Upon approval of the Resolution by the County Legislature, the risk of loss shall shift to the successful purchaser. It is highly recommended that the successful purchaser obtain homeowner's insurance for the property to be in effect on the date of the Legislature's Resolution. The County Legislature reserves the right in its sole discretion whether to accept or reject any particular proposal as it may determine is in the best interest of the County. Besides stating a proposed purchase price, proposals may include (although not required) the prospective purchaser's intended use of the property sought to be purchased.
4. The County of Chautauqua cannot sell any personal property on the premises. Its disposition is the responsibility of the successful purchaser after closing of sale.
5. Eviction actions, if necessary, are solely the responsibility of the successful purchaser after closing of sale.
6. The seller shall remain forever immune from any and all liability concerning any personal injury or property damage occurring before, during or after the sale, no matter what the cause.

LEGAL:

1. The County of Chautauqua will issue a Quit Claim Deed, which will convey to the purchaser an absolute estate in fee subject to all easements or rights of way which were in existence at the time of the levy of the tax, the nonpayment of which resulted in the tax sale. The County may cancel the sale and refund purchase monies at any time prior to the delivery (recording) of the Quit Claim Deed.
2. Perfection of title is at the discretion and expense of successful purchaser. The County of Chautauqua will, however, allow the successful purchaser or his/her representative to inspect and/or copy all documentation, including proof of service that is a part of the tax foreclosure file.
3. The County of Chautauqua has obtained the right to sell title to these properties in accordance with the procedures of Article 11 of the Real Property Tax Law of the State of New York and the requirements of the 1983 decision of the Supreme Court of the United States, Mennonite Board of Missions v. Adams, 462 U.S. 791, 103 S. Ct. 2706, commonly referred to as the Mennonite decision.
4. Taxes on these properties have been delinquent at least since January 2009.
5. Through the In-Rem tax foreclosure process, the Court has granted the County the right to sell title to the property free and clear of all liens and encumbrances, such as mortgages, judgments, leases, etc., except (1) easements and rights-of-way existing at the time the original tax was levied, and (2) any redemption rights noted for a specific parcel (RPTL 1136).
6. The County, or its agent, makes no expressed or implied warranties as to the use to which property may be put. It is the responsibility of a potential purchaser to investigate as to any use restrictions (zoning, deed covenants, health, wetland, flood plain, building codes, archeological sites, etc.) that may apply to any of the properties being sold.

7. Should a court challenge to the foreclosure procedure for a particular property be successful, the County of Chautauqua may either settle with the successful challenger or may return the purchase price plus subsequently paid taxes together with interest, if awarded, at the then-statutory rate, at the sole option of the County.

FINANCIAL:

1. Prior to confirmation by the Administrative Services Committee, a prospective purchaser making an offer of \$1,000 or more must submit a deposit of 10% of the proposal submitted in the form of money order or certified check payable to Chautauqua County Department of Finance. The selected purchaser's 10% deposit confirmed by the Administrative Services Committee shall be considered non-refundable.

*** FEES TO BE PAID IN ADDITION TO PROPOSAL PRICE are as follows:**

\$1.00 Deed Processing Fee

\$305.00 Deed Recording Fee (maximum)

\$4.00 per \$1,000.00 of Offer Amount for Revenue Stamps

ONCE A PROPOSAL HAS BEEN ACCEPTED BY THE COUNTY, THERE WILL BE NO REFUNDS OF DEPOSITS. THEREFORE, YOU MAY WISH TO INSPECT THE PROPERTY PRIOR TO SUBMITTING YOUR OFFER.

2. The balance of the full purchase price approved by the Administrative Services Committee is due by October 24, 2011 in the office of the County Director of Real Property Tax Services, Room 121, Gerace Office Building, 3 North Erie Street, Mayville, NY 14757.
3. Failure of purchaser to complete offer by October 24, 2011 will result in the forfeiture of deposit. County of Chautauqua is not responsible for payment of interest on deposits, whether offer is accepted or rejected or the transaction is completed or not.
4. Successful purchasers will not be required to pay any additional amounts for County enforced tax liens recorded with County prior to the sale (School, County, Town, Special Districts), except:

For property located in the Towns/Villages: Successful purchaser must pay 0% of the 2011 County/Town tax in addition to offer price encompassing fiscal period of January 1, 2011 to December 31, 2011. **Successful purchaser will pay 100% of the 2011-2012 School Tax and 100% of the 2011-2012 Village Tax.**

For property located in the City of Dunkirk: Successful purchaser must pay 0% of the 2011 County Tax and 0% of the 2011 City Tax in addition to offer price encompassing fiscal period of January 1, 2011 to December 31, 2011. **Successful purchaser will pay 100% of the 2011-2012 School Tax.**

For property located in the City of Jamestown: Successful purchaser must pay 0% of the 2011 County/City Tax in addition to offer price encompassing fiscal period of January 1, 2011 to December 31, 2011. **Successful purchaser will pay 100% of the 2011-2012 School Tax.**

5. County will pay all water/sewer bills levied prior to the sale **for service periods prior to September 15, 2011.**
6. A foreclosed owner will not be deemed a successful purchaser unless the amount is at least equal to the accumulated taxes, interest, penalties, and other charges outstanding against the parcel.
7. All successful purchasers must certify that he/she is not acting on behalf of the former owner(s) of the property against whom Chautauqua County foreclosed and has no intent to defraud Chautauqua County of the unpaid taxes, assessments, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Chautauqua County foreclosed within thirty-six (36) months subsequent to the date of sale. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and /or intent to defraud, and may be liable for any deficiency between the purchase price and such sums as may be owed Chautauqua County.