

**WARREN COUNTY
REAL PROPERTY TAX SERVICES AGENCY**

Lexie A Delurey
Director

Kristen Mac Ewan
Deputy Director

AGENDA

REAL PROPERTY TAX SERVICES

COMMITTEE MEETING

April 29, 2014

- I. Committee meeting called to order by Chairman.**
- II. Motion to approve minutes of prior committee meeting.**
- III. Resolution request:**
 - A) Resolution request to amend resolution 485 of 2013. (Amending the Warren County Real Estate Auction Terms & Conditions & Purchase Offer Memorandum.)
 - B) Resolution request to issue a replacement Quit Claim Deed for Cornelius Tully in the Town of Lake George, tax map number 238.8-1-31.
- IV. Pending Items:**
- V. New Business, updates:**
- VI. Adjournment of meeting.**

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Real Property Tax Service

DATE: April 29, 2014

- (a) Purpose of Request: Amend the terms and conditions of sale applicable to those parcels acquired by Warren County by reason of the foreclosure of tax liens and the Purchase Offer Memorandum.

- (b) Details:

- (c) Previous Resolution Number: 485 of 2013

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

**WARREN COUNTY REAL ESTATE AUCTION 2014
TERMS & CONDITIONS OF SALE**

The premises described in the preceding advertisement of sale will be sold under the direction of the Director of 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 2014. 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 **four and seven tenths percent (4.70%)** 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 **four and seven tenths percent (4.70%)** 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 become 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 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 all payments. 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.
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, judgments 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 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; and
 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.

No _____
Date _____

PURCHASE OFFER MEMORANDUM

The undersigned hereby offers to purchase from the County of Warren the property known as:

For the sum of \$ _____ and further agrees to be bound by the "TERMS and CONDITIONS OF SALE" attached hereto and made a part hereof as if more fully set forth at the length herein. This offer shall remain open and irrevocable until December 6, 2014.

The deed to said premises should name as Grantee or Grantees:

NAME _____ (Please print) _____ (Please print)

And if more than one, the grantee will take title as tenants (circle one):
in common, as joint tenants with right of survivorship, as tenants by the entirety.

MAILING ADDRESS: _____

TOWN OF RESIDENCE: _____

SOCIAL SECURITY NUMBER FOR EACH GRANTEE: _____

PHONE Home: _____ Business _____

OFFER: \$ _____ Signed: _____

4.70% Buyers Premium \$ _____ Signed: _____

10% DEPOSIT \$ _____

TOTAL DEPOSIT \$ _____

BALANCE DUE \$ _____

By executing this Memorandum of Purchase Agreement, the successful bidder acknowledges that the successful bidder is legally bound to complete the transaction in accordance with the terms and conditions of sale of the Warren County Real Estate Auction 2014 unless the County Board of Supervisors fails to approve the transaction. The successful bidder has no legal or beneficial ownership interest of any nature whatsoever in the property. The successful bidder further acknowledges that in the event of a default by the successful bidder, or the failure, for any reason of the successful bidder to complete the transaction, that the County will suffer damages. In the event of 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 at the time of execution of this agreement shall be forfeited by the successful bidder to the County, or, if the tender is not completed, the successful bidder agrees that such amounts shall become due and owing to the County. The County reserves the right to pursue collection of such amounts, including costs and reasonable attorney's fees.

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