

Real Property Tax Foreclosure 2019 Auction Terms & Conditions

GENERAL...

1. All properties at this auction have been foreclosed upon to enforce the collection of delinquent taxes under New York State Real Property Tax Law. The legal redemption period expired at 5:00 PM on January 18, 2019.
2. All properties are sold "AS-IS – WHERE-IS" with ownership acknowledged by Quitclaim or Tax Deed. The County WILL NOT furnish an abstract of title or title insurance.
 - a. Crossroads Abstract Co. pursuant to their contract with the County will make title insurance available to purchasers of auction property. Title insurance requires an abstract of title. For further information and cost of title insurance or abstract work contact Mr. Matt Gage at:

Mr. Matt Gage
Crossroads Abstract Co.
97 South Main Street
Canandaigua, New York 14424
(585) 394-0400
 - b. NYS Real Property Tax Law (Article 11) provides that the tax foreclosure process cuts off all title and interest of the owner, and also all other claims and liens, including mortgages and judgments. Recorded easements and rights of way are not cut off.
3. Federal tax liens are covered by the Code of Federal Rules. The County notified the IRS of the tax foreclosure on December 19, 2018 informing them that the 120 day federal right to redeem would begin to run on January 18, 2019.
4. Each purchaser will be required to sign a legally binding Ontario County Auction Receipt for each purchase which commits the Purchaser to compliance with all Terms and Conditions as stated herein.
5. All property bids and purchase memorandums are subject to confirmation by the Ontario County Board of Supervisors.
6. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only. The Seller neither guarantees nor warrants anything as to the location, dimension, parcel use or size. It is the sole responsibility of the Purchaser to determine the legal and/or physical fitness of the property.
 - a. The County of Ontario makes no warranty or representation with respect to the condition, physical existence, location, acreage, existence of improvements or buildings, intended use of or accessibility to the property described. No county employee or agent has any authority to make any promise or representation of any nature concerning any parcel.
 - b. It is the sole responsibility of the prospective buyer to contact local town or village offices for any zoning, building, or planning restrictions.
 - c. The County of Ontario does not make any representation that any buildings or other improvements on the property, or their use, comply with federal, state or municipal law, regulations or ordinances.
 - d. No representation is made by the County of Ontario as to riparian or littoral rights – access to or use of waterways or lakes.

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7. Certain premises offered for sale may be occupied by former owners or squatters without the consent or authorization of the County of Ontario. After delivery of the Quit Claim deed, the Purchaser assumes all responsibility for obtaining possession of the premises, including any necessary eviction proceedings.
8. No title to any personal property is conveyed- the County of Ontario makes no representation regarding the removal of or title owner of any personal property and will in no way be responsible or liable for the removal of personal property or questions regarding title to any personal property.
9. In the event that a sale or transfer is cancelled by court order or judgment, the successful high bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, nor attorney fees, nor for any expenses incurred as a result of ownership or improvement of the property nor for taxes paid during the period of ownership. Purchaser may request return of the Buyer's Premium within thirty (30) calendar days from the date the court order or judgment is entered.
10. Risks of loss or damage by fire, vandalism or any other cause (except taking under the power of eminent domain) between the time of sale and the time of deed delivery is assumed by the Purchaser.
11. In the case of any parcel where the high bidder or the County has a factual basis for environmental concerns, the County may extend the closing deadline to allow the high bidder to conduct an environmental investigation. The high bidder shall inform the County, in writing, of the environmental concerns, and shall retain appropriate professionals, approved by the County, to conduct the investigation.
12. All potential Bidders must show acceptable identification for issuance of a bid number.
13. All Bidders/Buyers must register for the auction and hold a buyer's number.
14. All decisions regarding bidding disputes shall remain completely within the Auctioneer's discretion.
15. The Auctioneer retains the right to reject any bid that is not within current bidding increments or that is not an appreciable advancement over the preceding bid.
16. The Auctioneer and the Seller shall remain forever immune from any and all liability concerning any personal injury or property damage occurring before, during or after the auction, no matter what the cause. Additionally, the Auctioneer and Seller shall remain forever immune from the consequence of purchase of any property at this auction.

FINANCIAL...

17. Payments shall be made by cash, bank check, certified check, money order, business or personal check drawn on a New York State bank. Bank instruments must be made payable to Ontario County Treasurer. The Purchaser(s) is (are) required to sign a Transfer Report Form, available at the Ontario County Attorney's office and upon payment at the auction. The property transfer and closing process will be handled by the Ontario County Attorney's office. You will need three (3) payment instruments at this auction.
 - a. The first Property check must be payable to the Ontario County Treasurer.
 - b. The second Recording Fees check must be made payable to the Ontario County Clerk.
 - c. The third check must be made payable to Auctions International, Inc. for the buyer's premium rate of 6%, per parcel. (Buyer's premium is calculated based on the high bid price of each parcel sold. If paying for the buyer's premium rate via Credit/Debit card an additional 4% processing fee will be added.

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- Buyer's premium must be paid on the night of the auction and is NON-REFUNDABLE
18. Full payment which includes the bid amount, current taxes due, recording fees and 6% buyer's premium, must be made immediately at "knockdown" (when the Auctioneer says "sold"), for any properties sold in the amount of \$5,000.00 or less.
 19. Payment for any properties sold for more than \$5,000.00, will include the amount of \$5,000.00 plus 10% of the amount over \$5,000.00 plus the 6% buyer's premium and recording fees, and must be paid immediately at "knockdown."
 - a. The remainder of the purchase price and current taxes due must be paid to, and received by, the Ontario County Treasurer (585-396-4432) no later than 1:00 PM, Friday, May31, 2019 at...
 20. If the necessary payments have been delivered to the Treasurer's Office, and if the County has the executed transfer report form and other information and confirmation required above, the County will be able to record the transfer documents and complete the closing process on Friday, May31, 2019, or within a short time thereafter. If you have questions about this process, contact the Ontario County Attorney's Office at (585) 396-4411.
 21. Failure to close on the property or failure to pay the remainder of the purchase price, current taxes and recording fees, subjects the purchaser to loss of any and all monies paid at "knockdown," and all rights or claims to the property.

**Ontario County Treasurer
County Municipal Building (2nd Floor)
20 Ontario Street (behind Courthouse)
Canandaigua, New York 14424**

TAXES...

22. The County will pay all delinquent taxes and charges up to and including all those appearing on the January 1, 2018 Town and County tax bill. This may include the following:
 - 2017-2018 Village Tax
 - 2017-2018 School Tax
 - 2018 Town and County Tax
 - Special District charges levied and included in these tax bills.
23. The Purchaser will pay all of the following taxes and charges, including all interest and penalties, if applicable and if they have not been paid:
 - 2018-2019 Village Taxes
 - 2018-2019 School Taxes
 - 2019 Town and County taxes
 - Current water, sewer, Special District, or other charges that have not been included in the tax bills, will be the responsibility of the Purchaser.
 - Exemption charge-backs: there may be one or more exemptions presently applicable to the property. If so, there will be one or more future pro-rated exemption charge-backs levied against the Purchaser.
 - Purchasers are responsible to identify all utility providers and to notify them of new owner status.
24. Purchasers are responsible for all upcoming taxes. In order to avoid paying interest and penalties, the new owner should receive all tax bills. **Purchasers are advised to immediately notify the appropriate**

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village, school and town tax collectors and all utility providers of the new ownership, and the address where future tax bills are to be mailed. Contact the Ontario County Treasurer's Office at (585) 396-4432, Monday through Friday, 8:30 AM to 5:00 PM for a current listing of all tax collectors.

ASSESSMENTS...

25. The information booklet lists the 2018 assessments for each property. Bidders or Purchasers with questions regarding assessed values or assessment practices are advised to immediately contact the assessor's office of the town in which the property is located. A current listing of all assessors is available at the Ontario County Real Property Tax Services Agency or by calling (585) 396-4382, Monday through Friday, 8:30 AM to 5:00 PM.