



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE
BATH, NEW YORK 14810-1510
(607) 664-2484

LEGAL NOTICE

Steuben County, as authorized by the Finance Committee of the County Legislature on July 11, 2017, offers for sale the following item:

One (1) vacant lot situate on the west side of NY State Route 36 in the Town of Troupsburg, formerly owned by Lousley and previously known as 929 State Route 36. The property is identified as Tax Map Parcel #378.16-01-003.000.

Sale is subject to such disclosures, terms and conditions as are recited in the *Notice to Bidders and Terms of Sale: Lousley/Troupsburg* document available from the Steuben County Purchasing Department or the Steuben County Finance Department.

Bids are to be submitted to: Andrew G. Morse, Purchasing Director, 3 E. Pulteney Square (Room 217), Bath NY 14810, by 1:30 pm local time on Wednesday, October 4, 2017.

Conditions:

The buyer(s) agree(s) to accept title according to the terms and conditions recited in the *Notice to Bidders and Terms of Sale: Lousley/Troupsburg* document.

ID: Vacant lot, State Route 36, Troupsburg NY Tax Map #378.16-01-003.000
(Former Lousley property)

FILE DAY, DATE & TIME: Wednesday, October 4, 2017 1:30pm

SUBMIT TO: Andrew G. Morse, Director of Purchasing
Steuben County Purchasing Department
3 East Pulteney Square
Bath, New York 14810

BID SUBMITTAL PAGE:

Vacant lot (former Lousley) State Route 36, Troupsburg NY 14885	
<i>Bid Amount</i>	\$
<i>Bid Amount</i> written in words	

PLEASE PRINT OR TYPE:	
Your Name:	
Your Address:	
City/State/Zip	
Signature:	Date:
Telephone Number:	Cell Number:

Notice to Bidders and Terms of Sale – Lousley - Troupsburg

1. All bidders are urged to consult an attorney before submitting a bid.
2. The County obtained title to these properties by a Deed from the former owners, in lieu of a tax-foreclosure proceeding.
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 document.
4. This property is offered for sale to the highest bidder.
5. There is no 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 which shall be received in the Steuben County Purchasing Department by the time and date specified in the legal advertisement announcing the sale
8. 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.
9. The subject property is not a "buildable lot" due to unstable soil conditions; the Town of Troupsburg has indicated that it will not issue a building permit for any structure on the lot.
10. 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.
11. Any taxes levied after January 1, 2017 will be the responsibility of the purchaser (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.
12. Sealed bids will be received by the Steuben County Purchasing Department as recited in the Legal Notice of the sale.
13. The purchaser shall provide 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.] Such information shall be furnished to the County Finance Department on the date of the sale or within 5 business days thereafter. Failure to provide this information will result in a failure to complete the purchase (see Term #s 19 &20). The charge to issue and record a correction deed is \$500 per parcel.
14. 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.
15. The County will record the deed after receipt of the full purchase price plus a recording fee of \$305 and information necessary to complete the transfer of title (see Term #13). The purchaser may take possession only after the deed has been recorded.
16. All sales are subject to subsequent County Legislature confirmation. The full amount due of the purchase price and deed-fee must be paid within 10 days of approval by the County Legislature.
17. Payment may be in the form of cash, money order, bank draft, certified check, wire transfer or good personal check 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. Credit/debit card payments are available; there is a service fee on the amount charged, based on the type of card used.
18. Failure of the purchaser to complete the purchase within the required time limits shall result in the forfeiture of both the purchase price and deed-fee 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.
19. 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.
 20. 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.
 21. All employees and immediate families of Steuben County Legislators, the auctioneers' service, and the following County offices are forbidden to purchase properties at tax auction: Finance Department, Law Department, County Manager, Real Property Tax Office, and the Clerk of the Legislature.
 22. All sales are final, absolute and without recourse.
 23. 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.
 24. 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.

8/2017 – edits applicable to former Lousley property. pfd