

**PLEASE NOTE CONTRACT SIGNING WILL TAKE
PLACE ON TUESDAY, NOV. 18TH**

COUNTY PROP # 2024-20-02
LOT # 2

AUCTION #1171 OSWEGO COUNTY Fall 2025

S/B/L # 102.00-02-01.01

Collar City Auctions, Inc.

*Licensed & Bonded Auctioneers * Realtors * Certified Appraisers * Consultants*
9423 Western Turnpike, Delanson, New York 12053-0125
Phone: (518) 895-8150 Fax: (518) 478-6557
Web site: www.CollarCityAuctions.com

OSWEGO COUNTY CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING. **ATTORNEY APPROVAL: BUYER MUST INITIAL (A) OR (B) below**

(A) My attorney HAS APPROVED this contract (_____) (B) I hereby WAIVE MY RIGHTS to attorney approval (_____)

1. **A. SELLER** – The seller(s) is/are COUNTY OF OSWEGO, residing at 46 E. BRIDGE STREET, OSWEGO, NY 13126
B. PURCHASER – The purchaser(s) is/are Collar City Auctions Realty & Management, Inc. residing at 9423 Western Turnpike, Delanson, NY 12053-2105

C. BROKER - When referred to herein means Collar City Auctions Inc., Auctioneer/Broker

D. SINGULAR ALSO MEANS PLURAL – Any singular word or term in this contract shall be read in the plural whenever the sense of this contract may require it.

2. **PROPERTY TO BE SOLD** – (called “the property”); **SOLD “AS IS” & “WHERE IS”**.

The property, which the seller agrees to sell and the buyer agrees to purchase “as is”, is called Auction Lot # 2, located at/on Castor Road in the City/Town/Village of Albion County of OSWEGO State of NEW YORK. This property includes all the seller's rights and privileges, if any, to all land, water, streets annexed to, and on all sides of the property. The Purchaser accepts the property in “as is” “where is” condition at time of purchase and transfer.

3. **ITEMS EXCLUDED FROM SALE** – The following items are excluded from the sale: Personal Property of Seller or Tenants, if any, plus:

4. **BUYER'S FEE** – The Buyer and Seller understand and agree that the “Buyer's Fee” or Flat Fee, whichever is greater, is paid by the Buyer to the Broker which is equal to 10% **Percent** of the Buyer's **BID PRICE** of **\$20,000.00** for the property. It is separate from any sale commission due Broker from Seller, and is deemed earned by the Auctioneer / Broker when this contract is signed / accepted or approved by the parties, and is non-refundable upon signing / approval or acceptance by Seller and Buyer. **It is delivered to the Auctioneer/Broker for his sole use.**

5. **PURCHASE PRICE** – (Bid Price + Add-on Fees, if any) - The BID Price is (\$ 20,000.00 U. S. Funds).

6. **PAYMENT OF TOTAL PURCHASE PRICE** – The Buyer shall pay the total purchase price as follows, plus additional fees below:

- A. \$ 2,000.00 as a down payment upon signing this contract, receipt of which is acknowledged.
B. \$ 300.00 Administrative Fee to Collar City Auctions - **June 25 or June 26, 2024**
C. \$ 310.50 Deed, Transfer Document and other Fees **DUE ON OR BEFORE July 12, 2024** to Oswego or within thirty (30) days of receipt of a payment in full and clearance of funds, whichever is later. **“TIME BEING OF ESSENCE.”**
D. \$ 18310.5 in cash or certified check at closing or transfer of title WHICH SHALL OCCUR ON OR BEFORE **July 12, 2024** or within thirty (30) days of receipt of a payment in full and clearance of funds, whichever is later. **“TIME BEING OF ESSENCE.”**
E. \$ 20,310.50 Purchase Price (all the above - not including Administrative Fee). (Note: Add. fees may apply at transfer of title). Buyer's Fee is NOT included. See F. below (PLUS ANY TAXES DUE).
F. \$ 2,000.00 as the Buyer's Fee, **separate and in addition to the Bid Price**, to be paid on or before June 25 or June 26, 2024, **“TIME BEING OF ESSENCE.”**
G. \$ 300.00 Advertising Fee

NOTE: Purchasers' are NOT responsible for payment of any delinquent county taxes prior to foreclosure, but will be responsible for a prorated portion of current year County property tax bill including any re-leivies included on that bill.

7. **FAILURE TO PAY:** Failure of buyer to pay balance when due shall be a default of the buyer and will be a material breach and will result, among other things, in forfeiture of sums paid when this contract was signed including buyer's deposit, buyer's premium and administrative fee. – Buyer shall be liable to and pay the Auctioneer / Broker the BUYER'S FEE not as a penalty, but as liquidated damages, plus any additional fees incurred. Payment shall be made to broker (from escrow, if on deposit with Auctioneer / Broker) on the contract closing date or date of default by Buyer, whichever occurs first.

8. **TRANSFER OF TITLE** – The County will convey the property “AS IS” by Tax Deed, The Deed shall be considered delivered upon recording, which the County will do on the Buyer's behalf after full payment has been received. Buyer's ownership of the property commences upon recording of the Deed

9. **TITLE:** At time of transfer, the County shall convey title “AS IS” by Tax Deed, subject to such state of facts, if any, as an accurate land survey may show. The County makes no promises, statements of fact or warranties of any kind or manner; express or implied concerning the title or nature of the parcel conveyed. At closing or transfer of title, Seller shall transfer Title to the Buyer; subject to legal easements, rights of way, restrictions, rights, privileges, zoning and environmental protection laws, or other conditions of title as may then exist on, in, under or adjacent to property. The deed and real property transfer report and transfer tax gains tax affidavit will be properly prepared and signed so that they will be accepted for recording by the Oswego County Clerk. Nothing contained in any description herein is intended to convey more than the former owner owned at the time of the levy of the delinquent tax, the nonpayment of which resulted in the tax sale. Buyer shall take title to the property subject to the right of redemption of the United States of America where applicable if there are federal tax liens upon the property and this is deemed not to be an arm's length sale as concerns the former owner(s) The county reserves the right to render this contract null and void if, for any reason, it is unable to convey title, and in this instance, all deposits will be returned to the Buyer.

10. BUYER'S REPRESENTATION – The Buyer represents that: (a) I am not a foreclosed owner of any of the properties being offered for sale; (b) I am not an immediate family member of the foreclosed owner; (c) I am not in any way acting on behalf of, as an agent of, or as a representative of a foreclosed owner; (d) I am not acting as an agent of any officer, stockholder of a Corporation or general or limited partner of a partnership that is a foreclosed owner of any of the properties being offered for sale; (e) I do not own property in the County of Oswego, either individually, jointly with another, through a corporation or partnership, which is tax delinquent; (f) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein (g) I am not an elected or appointed official, (nor the spouse, minor child or dependent, thereof) involved in the assessment, tax levy, budget making or tax rate setting process in any municipality in Oswego County, including but not limited to Assessors, Board of Review members, Town Board members, Town Supervisors, Village Trustees, Village Mayor, County Treasurer, County Attorney, County Legislators, County Clerk and County Real Property Tax Director; (h) by submission of a bid, each bidder and each person, signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies that to the best of their knowledge and belief: The prices in a bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

11. DEFAULT – I understand and agree that if at any time prior to the recording of the deed, the County of Oswego determines that the Buyer is one of the persons here and before set forth in the BUYER'S REPRESENTATION paragraph, the County of Oswego, at its sole option, shall declare the public auction sales contract breached and the County of Oswego shall retain any and all payments made and the Buyer shall forfeit all deposits, Buyer's premium and administrative fees. Failure to pay deposits, fees, Buyer's premiums or purchase price balances or any violation of the representation or certification of the Buyer shall, at the option of the County, be a material breach of the contract of sale and will subject the Buyer to whatever penalties either civil or criminal are available at law including forfeiture of all sums paid by the Buyer.

12. WAIVER OF JURY TRIAL - The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this agreement, the relationship of parties and/or any claim of injury, loss, negligence, trespass, breach of contract, conversion, tort, misrepresentation or property damage. The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by the parties, and shall survive the termination, discontinuance, cancellation or revocation of this agreement.

13. GENERAL RELEASE - The acceptance by Bidder or its assignees of the Tax Deed(s) issued under this Agreement, whether by delivery, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of the Bidder(s) arising out of the performance of this Agreement.

14. GOVERNING LAW AND CHOICE OF VENUE – This Agreement and any other agreements merged herein concerning the sale and transfer of tax properties shall be governed by the laws of the State of New York. The Bidder and the County consent and agree that any action or proceeding brought concerning this agreement or the subject property must only be brought and heard in the Supreme Court of the State of New York, with venue in Oswego County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse Division.

15. ENVIRONMENTAL AND LAND USE REGULATIONS – No representations have been made or will be made by the County of Oswego or any of its employees or agents as to the subject property's compliance with land use regulations (including zoning and/or subdivision laws) and all environmental laws and regulations, including but not limited to the existence or lack of existence of any pollutants, contaminants, underground storage tanks, solid wastes, or toxic or hazardous substances. The County of Oswego has not taken possession or control of said property. The Buyer assumes all risk concerning any zoning or land use regulation problems or any environmental problems or violations on the premises. The buyer hereby releases the County of Oswego from liability with respect to, and agrees to defend, indemnify and hold harmless the County of Oswego from and against any and all claims, demands, damages, costs, orders, liabilities, penalties and expenses (including attorney fees) related in any way to environmental, zoning or land use violations or the accuracy of any representations herein contained.

16. CONDITIONS PRECEDENT TO SUIT – To the extent they may be applicable, the Buyer must comply with all conditions precedent to suit arising under County Law §52 and the General Municipal Law and the County of Oswego does not otherwise waive same.

17. ACCEPTANCE OF SUBSTITUTED SERVICE BY BIDDER - The Buyer hereby consents and agrees to accept substituted service of process via First Class Mail to the above referenced address listed for Buyer of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

18. POSSESSION - Buyer shall be entitled to possession of property, subject to the possessory rights (if any) of any occupants or tenants on the premises, following recording of deed after payment of the full amount due. If the property is occupied, Buyer is responsible for conducting an eviction to regain possession.

19. RISK OF LOSS – Notwithstanding the provision of the NYS General Obligations Law section 15-1311, the risk of loss or damage to the property by fire or other casualty shall not be assumed by the Seller at any point in this transaction irrespective of legal or equitable ownership. Upon payment in full, the Buyer assumes all risk of loss and/or damage from the date of initial deposit until recording of title and subsequent thereto.

20. PROPERTY TAXES - Property taxes are not pro-rated to the actual date of closing; all taxes due and payable from CLOSING and forward will be the responsibility of the Buyer, regardless of the date that title is recorded in the Buyer's name or that Buyer is in possession of the property.

21. TERMS OF SALE - The BIDDER CERTIFICATION FORM is included and made a part of this contract as if more fully set forth herein.

22. MODIFICATION - This contract may not be modified except in writing by both parties.

23. INDEMNIFICATION - Buyer agrees to release the County of Oswego and the Broker from any and all liabilities, claims or other actions Buyer may have arising from the County's foreclosure and sale of the subject property.

24. REPORT OF SALE TO IRS – Seller will report this sale to the IRS in accordance with federal regulations. Payments of cash or currency over \$10,000 may separately be reported to the US Treasury.

25. BUYER'S MORTGAGE EXPENSES – This contract is for a cash sale and the Buyer understands and agrees it is not contingent upon the Buyer obtaining financing to purchase the property. However, should Buyer obtain a loan, Buyer understands and agrees that the closing shall not be delayed by reason of any loan application or process of such loan, and that all lender mortgage loan fees, points, appraisal fees, title insurance and all other expenses incidental to any such loan shall be paid by Buyer. Buyer further agrees and understands that the Seller and/or Auctioneer / Broker is not obligated in any manner to make the property available for inspections post auction.

26. BROKER AGENT(S) FOR SELLER ONLY – It is clearly understood and agreed by both the Buyer and the Seller that the **AUCTIONEER / BROKER OR ANY AUCTION COMPANY REPRESENTATIVES REPRESENT(S) ONLY THE SELLER.** Buyer acknowledges receipt (written) notice of this fact.

27. DEFAULTS OF BUYER AND PAYMENT OF ALL COMMISSIONS TO AUCTIONEER / BROKER: Buyer and Seller both agree that in the event of a default by the Buyer under this contract, the Auctioneer / Broker shall retain the **BUYER'S FEE** plus any advertising or additional fees owed, not as a penalty, but as liquidated damages for all commissions, including **BUYER'S FEE**, due the Auctioneer / Broker from this sale.

28. TITLE INSURANCE / ABSTRACT OF TITLE - Expenses for Title and Tax Searches shall be PAID BY THE BUYER.

29. NYS TRANSFER TAX – Buyer shall pay the real estate transfer tax and other specified fees to the seller at transfer of title.

30. DATE AND PLACE OF TRANSFER OF TITLE – The transfer of title to the property from Seller to Buyer shall take place by mail. Final payment due shall occur as noted in herein but not later than **January 01, 2100, at 2:00 PM.** **"TIME BEING OF ESSENCE."** Deed shall be prepared and recorded by the County and forwarded to Purchaser only upon receipt of all monies due and owing, in full.

31. PERSONAL PROPERTY - Personal property, vehicles and chattels upon the property are not included with the tax sale. This contract is for the conveyance of foreclosed tax delinquent real property only.

32. PROPERTY INSPECTION. Inspection of the property is not allowable nor permitted at any time and is not contingent upon purchaser closing or accepting title to property.

33. NOTICES - Any notice contemplated by this agreement shall be deemed sufficient if in writing and sent by first class mail to the Buyer's or Seller's last known address. Buyer shall mean the person signing this agreement.

34. ESCROW ACCOUNT DEPOSITS – It is hereby unconditionally agreed by the parties hereto that the non-refundable down payment paid by the Buyer is to be deposited and held **BY OSWEGO COUNTY** until closing at COMMUNITY BANK, N.A., transfer of title or day of default, whichever occurs first. Down payment shall be credited against the purchase price at closing. Buyer fee is non-refundable and is hereby released and deemed earned by Auction Company for its sole use.

35. ENTIRE AGREEMENT - This contract constitutes the entire agreement between Seller and Buyer, and neither is relying on any statements, promises, representations, inducements, agreements or warranties express or implied, oral or written, that are not set forth herein, except that each undersigned warrants having the authority and capacity to sign as and/or for Seller and Buyer, respectively. Seller and Buyer agree that "hold harmless" shall apply to Auctioneer / Broker in all cases. Auctioneer / Broker / Auction Company shall not be responsible for any errors or omissions. Buyer agrees not to bring any action or legal proceeding against Auctioneer / Broker or Auction Company at any time now or in the future and agrees to pay reasonable attorney fees and costs incurred by the Auction Company in defense of such action brought by the Buyer. In addition, buyer shall compensate Auction Company \$275.00 per man hour with regard to any and all time applied to preparation, defense and supplying of additional information, copies etc. and shall be pre-paid prior to providing service.

36. BINDING UPON PARTIES, ETC. - This agreement is binding upon and shall inure to the benefit of the Seller and Buyer, and their respective heirs, executors, legal representatives, successors and assigns, trustees and all trusts whether revocable or irrevocable.

WITNESS _____

BUYER _____

SS # or FED I.D. # 14-1811827

WITNESS _____

BUYER _____

SS # or FED I.D. # _____

PHONE # BUS. (518) 895-8150 RES. () _____

FAX # () _____ CELL () _____

DATED: _____

WITNESS _____

SELLER OSWEGO COUNTY

SS # or FED I.D. # 15-60000463

WITNESS _____

SELLER _____

SS # or FED I.D. # _____

PHONE # BUS. () _____ RES. () _____

FAX # () _____ CELL () _____

DATED: _____

BUYER'S ATTORNEY

NAME _____

ADDRESS _____

PHONE # () _____

FAX # () _____

E-MAIL: _____

SELLER'S ATTORNEY

NAME Richard C. Mitchell, County Attorney

ADDRESS 46 E. Bridge Street, Oswego, NY 13126-2137

PHONE # (315) 349-8296

FAX # () _____

E-MAIL: _____