

ORANGE COUNTY DEED PARCEL OFFICIAL BID/PURCHASER DOCUMENT

CONTRACT FOR BID/PURCHASE OF ORANGE COUNTY REAL ESTATE DEED SALE PARCELS

THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD CONSIDER
CONSULTING YOUR LAWYER BEFORE SIGNING THIS DOCUMENT

I/we as bidder/purchaser of deed sale parcels accept and understand the following conditions:

1. IDENTIFICATION OF THE PARTIES DATE _____

A. SELLER – County of Orange, Government Center, Main Street, Goshen, New York 10924

B. BIDDER/PURCHASER: _____

RESIDING AT: _____

EMAIL: _____

SS or FED. ID #: _____ TELEPHONE #: _____

DEED WILL BE ISSUED IN BIDDER/PURCHASER'S NAME ONLY

C. COUNTY AGENT – When referred to herein means Office of Real Property Tax Service,
Seller's Agent for Orange County, 255 Main Street, Goshen, New York, 10924
Phone: (845) 291-2490

2. PROPERTY/PARCEL TO BE SOLD – (Called “the property”); **SOLD “AS IS”**.
The property which the Seller agrees to sell and the Buyer agrees to purchase “as is” is
located at/on _____ in the

Town _____ Village _____ Type of Property _____

Tax Sale Year _____

Section _____ Block _____ Lot _____ County of Orange, State of New York

This property includes all the Seller's rights and privileges, if any, to all land, water, streets and annexed to,
and on all sides of the property (with the exception of County roads). The lot size of the property is
approximate as shown on Tax Record or Tax Maps.

3. ITEMS INCLUDED IN SALE – All buildings and improvements, if located in or on the property at the time this
contract is signed by both Seller and Bidder/Purchaser, are included “as is” with the property at no additional
cost, however, the Seller bears no responsibility for items missing or removed from property.

4. ITEMS EXCLUDED FROM SALE – The following items are excluded from the sale:
Personal property of former owner or tenants, if any, plus: _____

5. THIS SALE IS SUBJECT TO:

(1) Approval of Orange County Committee of Finance & Administration

(2) Approval of Orange County Legislature

Successful Bidder/Purchaser MAY be responsible for current year's taxes (see Page 2, #14). Additional fee
is a Filing Fee, with no adjustment made as to date of closing **PAYABLE TO ORANGE COUNTY CLERK.**

Time of closing within 30 days or by date set by Resolution of Legislature.

Form of deed will be a Quit Claim Deed delivered approximately 60 days after payment of moneys.

6. AMOUNT OF BID/PURCHASE PRICE: \$ _____
(\$ _____) 10% of Bid Price with approved funds as down payment upon signing this document
(CASH OR PERSONAL CHECKS WILL NOT BE ACCEPTED – DEPOSIT MUST BE IN THE FORM OF AN OFFICIAL BANK CHECK OR MONEY ORDER PAYABLE TO: ORANGE COUNTY COMMISSIONER OF FINANCE), receipt of which acknowledges if your bid is accepted by the Orange County Legislature, the 10% deposit is NOT refundable. If your bid is not accepted, your deposit WILL BE refunded. _____
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7. ESCROW ACCOUNT DEPOSITS – It is agreed that any down payments made by the Bidder/Purchaser on account of the purchase price is to be deposited in the Commissioner of Finance, Orange County Designated Account once the contract is approved by the County, if not, then to be returned to Bidder/Purchaser. Bidder/Purchaser's down payment will be credited to the purchase price at closing.

8. DEED – The property shall be transferred from Seller to Bidder/Purchaser by means of a Quit Claim Deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be prepared by the Seller and signed so that it will be accepted for recording by the Orange County Clerk.

9. REPORT OF SALE TO IRS – Seller will report this sale to IRS.

10. BUYER'S MORTGAGE EXPENSES (if any) – This contract is for a cash sale and the Bidder/Purchaser understands and agrees it is not contingent upon the Bidder/Purchaser obtaining any loan to purchase the property. However, should the Bidder/Purchaser obtain a loan, Bidder/Purchaser understands and agrees that the closing will 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 Bidder/Purchaser.

11. AGENT(S) FOR SELLER ONLY – It is clearly understood and agreed by the Bidder/Purchaser that ERIC RUSCHER is DIRECTOR OF REAL PROPERTY TAX SERVICE.

12. TITLE INSURANCE/ABSTRACT OF TITLE – Expenses (if any) for title and tax searches shall be paid by the Bidder/Purchaser, however, this sale is not contingent upon insurable title.

13. TAXES, ADJUSTMENTS and OTHER DISCLOSURES – Bidder/Purchaser shall pay the current year's taxes in full upon closing or as otherwise legally required whichever is later. (These amounts are obtainable from the local tax collector.) Conditions/Notice: Any Bidder/Purchaser is advised to make his/her own investigation regarding title issues and the location, nature and condition of the premises, as Orange County makes no representation as to the nature, location, condition or title of these lands in advance of this sale, by verification with the local assessor's office or as he may otherwise choose, also, check locally for zoning and building codes relating to the property(ies). Bidder/Purchaser(s) is further advised to investigate as to whether any liens are attached to said lands as certain liens may remain attached after public sale. Successful Bidder/Purchaser will receive a Quit Claim Deed describing the property by tax map section, block and lot number without representation of covenants or warranty and will convey whatever title Orange County has acquired to said lands by reason of failure to redeem from tax sales. **Bidder/Purchaser is advised to check with the Orange County Department of Finance or the local Tax Collector as to the amount of current year taxes due, which MAY be the responsibility of the successful Bidder/Purchaser, after taking title, with no adjustment as to date. This should be considered when making a bid.**

14. BACK TAXES INCLUDED AS FOLLOWS: The purchase price includes all taxes and assessments on the property for all prior years except village and school district taxes, which are relieved and may include penalties and interest. **The purchase price DOES NOT include FOR THE CURRENT YEAR THE FOLLOWING TAXES** **FOR BID DEADLINES BETWEEN 4/1/2021 – 3/31/2022:**

YEAR 2022 TOWN & COUNTY TAXES and/or YEARS 2021 & 2022 VILLAGE TAXES

YEARS 2021 & 2022 SCHOOL TAXES and/or SCHOOL RELIEVED TO BE ON THE TOWN & COUNTY TAX BILL FOR THE YEAR 2022.

WE/I ARE RESPONSIBLE FOR ALL TAXES & RELIEVES, WHICH MAY INCLUDE PENALTIES & INTEREST AS NOTED ABOVE _____

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15. TIME OF THE ESSENCE – Time is of the essence as to closing. Closing within 30 days or by date set by Resolution of Orange County Legislature.

16. POSSESSION – Bidder/Purchaser shall be given possession of the property at closing (transfer of title), unless otherwise agreed to in writing signed by the parties and subject to any occupancy of a tenant.
17. REPAIR OF DAMAGE PRIOR TO CLOSING – In the event Bidder/Purchaser has neither possession nor legal title to the property and any improvement is damaged by any cause or act of God prior to closing, Seller may within 30 days and by written notice to Bidder/Purchaser, elect to repair such damage. Seller shall then have a reasonable time to collect any insurance proceeds and cause such damage to be repaired in a good and workmanlike manner at the Seller's expense. The closing shall be extended for completion of such repairs at the Seller's option. Otherwise, Risk of Loss prior to closing shall be as set forth under NEW YORK STATE GENERAL OBLIGATIONS LAW, SECTION 5-1311 or other applicable law shall apply to this contract as though set forth herein.
18. NOTICES – Any notice contemplated by this agreement is deemed given on date or notification by the Seller, if in writing and delivered by any party to the other (Buyer/Purchaser or County) by any of (1) or (2) or (3), (a) through (c):
 - (1) in the same manner as a summons in a civil action or in the Supreme Court of the State of New York; or
 - (2) by certified mail, return receipt requested; or
 - (3) by delivery to the party's authorized agent or attorney either:
 - (a) in the same manner papers are served on an attorney in a civil action, or
 - (b) by certified mail, return receipt requested, or
 - (c) if (3) (a) or (b) is used, in addition, a copy of the notice must be mailed first class mail to the other party at the address shown at the end of this agreement; however, notice is deemed given when made by the Seller.
 - (4) The person who signs this agreement for any party, Bidder/Purchaser or Seller, is the person to whom notices will be given for such party.
 - (5) All notices should also be sent to Office of Real Property Tax Service, 255 Main Street, Goshen, NY 10924.
19. ENTIRE AGREEMENT – This contract constitutes the entire agreement between Seller and Bidder/Purchaser, and neither is relying on any statements, promises, representations, inducements, agreements or warranties expressed 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 Bidder/Purchaser, respectively.
20. CHANGES TO CONTRACT MUST BE SIGNED AND IN WRITING – Any changes to this contract are not effective unless in writing and signed by Seller and Bidder/Purchaser or their duly authorized agents. However, any change in the obligation of the Bidder/Purchaser or any terms affecting the Seller shall not be effective without the written consent of the Seller.
21. BINDING DOCUMENT UPON PARTIES, ETC. – This agreement is binding upon and shall inure to the benefit of the Seller and Bidder/Purchaser, and their respective heirs, legal representatives, successors, executors, assigns or distributees.
22. SELLER'S TITLE -- At closing Seller shall transfer title to the property to the Bidder/Purchaser; subject to easements, rights of way, restrictions, rights, privileges, zoning, environmental protection, sub-division laws, or any other laws and regulations that may affect the use and maintenance of the property, and to such state of facts as an accurate survey and personal inspection of the premises shall disclose or other conditions of title as may then exist. Bidder/Purchaser further agrees to accept all Terms of Sale.
23. PROPERTIES ARE SOLD AS OFFERS OR BIDS ARE ACCEPTED ON A MONTHLY BASIS BY ORANGE COUNTY LEGISLATURE. PLEASE CALL OFFICE OF REAL PROPERTY TAX SERVICE AT (845) 291-2490 FOR AVAILABILITY OF ANY OF THESE PROPERTIES.
24. A. Lead Paint Disclosure – Housing sales on residential dwellings that were built prior to 1978 are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning (visit the U.S. Environmental Protection Agency's website at www.epa.gov).

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B. If property is improved by a structure, the County makes no reference to the existence of a smoke detector.

25. NAME OF CO-BROKE COMPANY (if applicable): _____

26. BIDDER/PURCHASER'S ATTORNEY: _____

Address: _____ Phone: _____

_____ Fax: _____

27. ORANGE COUNTY LOCAL ETHICS LAW – All officers, employees or elected or appointed officials who are not excluded from deed sale participation must disclose in writing to the Orange County Attorney, in a form and manner to be determined by the Orange County Attorney, their title, employee status as Orange County officers, employees or officials, and any other information deemed relevant and necessary by the Orange County Attorney, and receive in writing the approval of the Orange County Attorney of their participation, in advance of any bidding for or acquiring or purchasing any real property which is offered for sale by the County of Orange in any manner as a result of the tax delinquency of such property. The Orange County Attorney shall deny such approval on the basis of existence of, or the appearance of, a prohibited conflict of interest, as defined under the Orange County Local Ethics Law and/or other prevailing State or other laws, rules and regulations.

28. The Bidder/Purchaser acknowledges and represents that he, she or it is fully aware of the physical condition and state of repair of the property, based on the Bidder/Purchaser's own inspection and investigation thereof, and that the Bidder/Purchaser is entering into the document based solely upon such inspection and investigation, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state or repair use, cost of operation or any other matter related to the property, given or made by the Seller.

29. A. Seller represents that none of the Seller's covenants, representations, warranties or other obligations contained in this agreement shall survive closing.

B. Orange County represents that the Seller is not a "foreign person" as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") section 1445, as amended, and the regulations promulgated thereunder. (Collectively, "FIRPTA").

C. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

I/WE HAVE READ THESE TERMS AND HEREBY ACCEPT THE CONDITIONS OF SALE _____
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BIDDER/PURCHASER (SIGNATURES)

DATE

BIDDER/PURCHASER (PRINT NAMES)

ARE YOU AN ORANGE COUNTY OFFICER, EMPLOYEE OR APPOINTED OFFICIAL? YES ___ NO ___

IF YES, WHAT DEPARTMENT AND WHAT IS YOUR TITLE? _____

BID DOCUMENT RECEIVED DATE: _____

ERIC RUSCHER, Director Real Property Tax

Subject to approval by Orange County. Date Approved by Orange County Legislature: _____

OFFICE OF REAL PROPERTY TAX SERVICE
255 Main Street, Goshen, New York 10924
PHONE: (845) 291-2490