

Buyer's Attorney \_\_\_\_\_

## SEALED BID/PURCHASE OFFER

I/We, \_\_\_\_\_, (the "Buyer") with offices at \_\_\_\_\_, \_\_\_\_\_, Fed. ID # / Soc. Sec. # \_\_\_\_\_, Tel. # (585) \_\_\_\_\_, hereby offer to purchase from Monroe County (the "County") certain property located at 37 South Fitzhugh Street in the City of Rochester, County of Monroe, State of New York, having Monroe County Tax Map No. 121.30-1-36 (hereinafter the "Property") under the following terms and conditions:

1. **PRICE** - The purchase price shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (the "Purchase Price"), and shall be paid by certified check or bank draft made payable to the Monroe County Director of Finance as follows:
  - A. \$ \_\_\_\_\_ a deposit equal to 10% of the successful bid (the "Deposit") upon delivery of this Purchase Offer, and
  - B. The balance of the Bid Price, together with recording and filing fees as set forth in the General Instructions will be required to be paid by cash, certified check, or bank draft.
  
2. **THE PROPERTY IS SOLD SUBJECT TO:**
  - A. Any state of facts an accurate survey may show and subject to any facts an inspection of the premises would reveal.
  - B. Building or tract restrictions or regulations.
  - C. Violations of record, if any, now or hereafter against the premises, and any fines, charges, or assessment arising therefrom.
  - D. Easements, covenants, agreements, reservations and restrictions of record, if any, insofar as the same may be in force and effect.
  - E. Rights of tenants and/or occupants in possession if any.
  - F. Security Agreements, conditional bills of sale and chattel mortgages, if any.
  - G. The right of the United State of America to redeem by reason of any Federal lien filed by or acquired prior to the date of sale.
  - H. The amount of any unpaid water, sewer, Pure Water, electric, natural gas or other utility charge heretofore or hereafter levied, assessed or accrued against or with respect to such parcel.
  - I. The lien or liens of any unpaid 2013/2014 City of Rochester and Rochester City School District Tax and the lien or liens of the 2013 Town and County Tax and the liens of all real property taxes and assessments accruing thereafter.

3. **TRANSFER TAX** - Any and all documentary stamps and/or transfer taxes required by law to be affixed to the deed conveying the real estate herein sold must be paid by the Buyer.
4. **CLOSING** - Closing shall take place in the offices of the Monroe County Attorney on or before November 30, 2013. Time is of the essence for closing.

5. **RESTRICTIONS:**

**Any person or company who entered into a contract to purchase the Property at the time of the auction by the County owing County taxes shall not be eligible to purchase the Property under this Agreement.**

6. The County is not required to send any notice to the Buyer. If Buyer neglects to tender performance at the time and place as specified to receive the deed, Buyer shall, at the County's election, either a) forfeit the Deposit, and be liable for damages as indicated in the Terms of Sale, and the sale shall be canceled, in which event the County may again place the Property for sale at a further public auction to be held hereunder, or b) the Buyer shall be charged with interest thereafter on the Bid Price at the rate of 1-1/2% per month, unless the County shall deem it proper to extend the time for the completion of the purchase.
7. In addition to the encumbrances previously described, the Property shall be sold subject to all easements and restrictions of record; all building, zoning and planning restrictions and codes affecting the Property; and all provisions of the Notice of Sale. It is understood that it is the responsibility of bidders to have checked the Property for location, size, physical characteristics and condition. The Property shall be sold in an "as is" condition and subject to rights of tenants or other persons in possession, if any. It is understood that the Property may be landlocked, unimproved, and/or not in compliance with building and zoning codes or State or local laws or regulations.
8. By signing below, Buyer acknowledges and agrees to the Terms of Sale, which are hereby incorporated herein by reference and are deemed to be made a part hereto.
9. It is understood that Buyer shall receive a Quit Claim deed which conveys only such title as can be conveyed by the County. The County is not responsible to provide Buyer with an abstract of title, title insurance or an instrument survey map. In the event that the Buyer can show that the title to be conveyed would not be insurable, subject to standard exceptions, the sale will be canceled and the Deposit returned to the Buyer. In the event title to be conveyed is not insurable the obligation of the County shall be limited to the return of the Deposit. In no event shall the County be liable for any damages, claims, remedies, sums of money or other relief, other than to return said Deposit.
10. Street addresses are provided for information only. The parcels to be sold consist of that property corresponding with the referenced tax account number as shown on the official tax maps. Reference to such tax maps should be made for a description of the parcel being sold. The quit claim deed to be delivered shall describe the parcel by reference to said tax account number.
11. **NO REPRESENTATIONS:** The County of Monroe makes no representations or warranties, nor shall be bound by any representations, regarding the size, location, condition or improvements relating to the Property. Any representations or warranties that the Property is free from contamination by hazardous substances or is not in violation of any statutes, rules, codes or regulations relating to the presence of hazardous substances or the protection of the environment are hereby expressly disclaimed.

12. **RIGHT OF REMOVAL:** The County has the right to remove the Property from sale either before or after the Public Auction.
13. **CONDITION OF PROPERTY** - The Buyer understands and agrees that the property is being sold "**as is**". The County makes no warranties, expressed or implied, as to the physical, sub-soil or environmental conditions of said property. The Buyer agrees that the County shall bear no liability for any physical, sub-soil or environmental conditions nor shall said conditions be grounds for non-performance by the Buyer.
14. **ATTORNEY REPRESENTATION** - If the Buyer decides not to have representation by an attorney, he/she acknowledges that the County's attorney cannot render legal advice to Buyer, nor is he/she under a legal obligation to disclose matters which are a matter of record which the Buyer may ascertain.
15. **NO WAIVER** - In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as, or be deemed to act as, a waiver or modification of this Agreement, nor shall non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.
16. **SEVERABILITY** - If any provision of this Agreement is invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_ L.S.

\_\_\_\_\_ L.S.

**MONROE COUNTY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Maggie Brooks  
County Executive

**STATE OF NEW YORK**            )  
**COUNTY OF MONROE**        ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK**            )  
**COUNTY OF MONROE**        ) ss.:

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