

TERMS OF SALE
REAL ESTATE AUCTION
200 STATE STREET

PLEASE TAKE NOTICE that the County of Monroe will offer a parcel of property located in the Village of Brockport, for sale at Public Auction on Thursday January 29, 2009 at 10:00 a.m. Eastern Daylight Time, at the Watts Conference Center, 49 South Fitzhugh Street, Rochester, New York 14614.

The parcel contains 28.2 acres and 1 building and is located in the Village of Brockport.

Information on the parcel will be available for review on the Monroe County website at www.monroecounty.gov and at the County's Real Property Services, located at 39 West Main St., 3rd Floor, Room 304, Rochester, New York 14614. Information will include, but is not limited to, maps, environmental reports, and building information. Additional information is available by contacting Bill Fletcher at (585) 753-1207 or bfletcher@monroecounty.gov.

The auction will be a tax auction:

- 1) The parcel will be auctioned starting at the tax amount owed, at 10:00 am EDT. with the highest bidder being noted at the end of the bidding.
- 2) The County will accept the bid for the auction that results in the highest net amount to the County.

All bidders must be pre-registered. Registration will be conducted prior to commencement of the Public Auction. Registration will begin 9:00 a.m. EDT on January 22, 2009 and continue through 4:00 p.m. EDT on January 28, 2009. Registration will be in person at the County's Department of Real Property Services, located at 39 West Main St., 3rd Floor, Room 304, Rochester, New York 14614 between the hours of 9:00 a.m. EDT and 4:00 p.m. EDT. There will be in person registration the day of the auction at the auction site from 9:00 a.m. to 10:00 a.m. EDT. Each Bidder will be required to post a Two Thousand and no/100 Dollar (\$2,000) deposit in the form of a bank check, letter of credit or bid bond, before a ***bid number will be given.***

The premises described in the Terms of Sale will be sold under the direction of TIMOTHY MURPHY upon the following terms:

1 - Property will be sold to the highest bidder (the "Purchaser") for the amount of his/her highest bid (the "Bid Price").

2 - The Purchaser of the Property will be required to complete a Memorandum of Sale and pay a deposit (the "Deposit") of Five Thousand and no/100 (\$5,000.00) in cash, certified check or bank draft payable to "**County of**

Monroe" at the time and place of the Public Auction, for which a receipt will be acknowledged.

3 - The balance of the Bid Price will be required to be paid by cash, certified check, or bank draft on or before the 27th day of February, 2009, **time being of the essence as to such date.**

4 - 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) The lien or liens of unpaid taxes, assessments, water and sewer rents, if any.
- (g) The property is sold in an "as is" condition.
- (h) It is understood that it is the responsibility of bidders to have checked the property for location, size, physical characteristics and condition.

5 - If the Purchaser neglects to tender performance at the time and place as specified to receive his deed, Purchaser shall, at the County's election, forfeit the Deposit, and be liable for damages as indicated in these Terms of Sale, and the sale shall be canceled, in which event the County may again place the subject parcel for sale at a further public auction

6 - The Purchaser of the Property, will, at the time and place of the Public Auction and Sale, sign a memorandum of sale to purchase the Property in accordance with the terms and conditions contained herein. If the successful bidder shall fail to sign said memorandum and agreement and pay the required deposit by the conclusion of the calling of the parcel, such parcel may, at the County's option, be offered to the remaining bidders, in order, until all acceptable bids meeting the owner's reserve have been exhausted.

7 - If any Purchaser shall fail to comply with any of the above conditions of sale, such Purchaser shall forfeit the Deposit and be liable for any deficiency there may be between the sum for which the Property shall be struck down upon the sale, and that for which they may be purchased on the resale, and also for all costs and expenses occurring on such resale.

8 - It is understood that Purchaser will receive a Referee's Deed. The County is not responsible to provide Purchaser with an abstract of title, title insurance or an instrument survey map.

9 - All bidders, including Purchaser, acknowledge that both the Terms of Sale have been presented before commencement of this Auction, and each bidder is bound thereby.

10 - The property will be sold in an "as-is" condition. The County of Monroe makes no representations or warranties, nor shall it 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 is hereby expressly disclaimed.

11 - The General Instructions provided to bidders, are hereby incorporated herein by reference and are deemed to be included in these Terms of Sale and shall be binding upon the Purchaser.

Dated: January 12, 2009