

CITY PROPERTY FOR SALE

149 Pexton St. Sherrill, NY



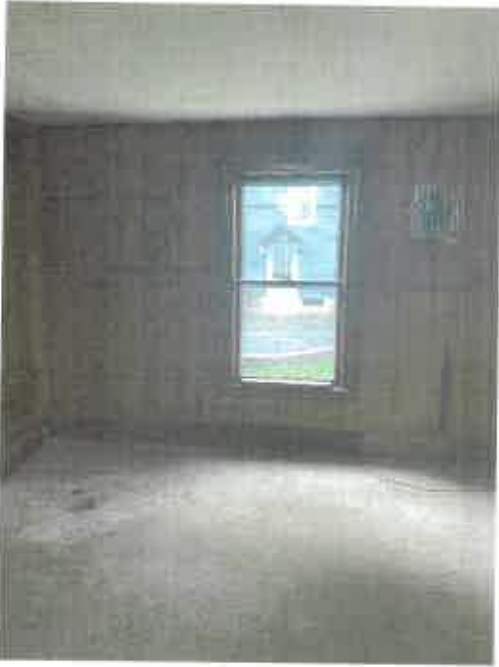
Contact:

Brandon M. Lovett, City Manager

blovett@sherrillny.org









City of Sherrill Property Bid Proposal Instructions:

1. Proposals received after 12:00PM on Thursday June 30, 2022 will not be considered.
2. Complete proposals shall be submitted in sealed envelope addressed to:

***City of Sherrill
Attn: 149 Pexton St. Property
377 Sherrill Rd.
Sherrill, NY 13461***

3. Proposals received that are incomplete will be immediately disqualified.
4. Price is not the only determining factor in the evaluation of proposals by the City. (*Intended use, rehabilitation scope, schedule of the rehabilitation, proposed price, and code and criminal history of the applicant are evaluated in aggregate.*) **Minimum Bid: \$17,500.00**
5. The City of Sherrill reserves the right to reject all proposals in its sole and absolute discretion.
6. The City will allow all interested parties to view the property both inside and out. City of Sherrill Officials including Codes Enforcement Officer(s) will schedule a time to show the property and answer questions.

Please call 315-363-2440 to set up an appointment. Appointments will be Monday 6/6 – Friday 6/10 between the hours of 9:00am – 2:00pm

7. Bidders will be notified via email after 7/11/22 on whether they were the successful bidder.
8. The successful bidder will have 5 business days from date of notification to execute rehabilitation agreement. Rehab may begin as soon as agreement has been authorized by City. Rehab to be completed by 12/31/22 as outlined in rehab agreement Section I.

_____ **Initial**

PROPOSAL TO PURCHASE CITY PROPERTY

Date of Proposal: _____

Name(s): _____

Address: _____

Tel No.: _____

E-mail: _____

Location of subject property: **149 Pexton St., Sherrill, NY 13461**

Tax map number: **322.016-1-54**

Property is zoned: **R2 (Residential)**

What is your intended use of the property? Examples could include primary residence, rental real estate, investment or commercial/business, parking, etc.?

What experience do you have with rehabilitating property? Provide examples with addresses for reference.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

(1) Purchase price: _____ **(Minimum Bid: \$17,500)**

(2) Legal fees and disbursements: _____

(3) Cost of insurance, naming the City of Sherrill as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. _____

(4) Abstract searches and/or title insurance: _____

(5) Rehabilitation expenses: _____

Total Estimate of Investment: _____

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e., bank funds, home equity loan, personal loan. The City of Sherrill requires proof of funds for the purchase price, plus 25% of the expected rehabilitation costs after the proposed bid has been accepted and before the City and Buyer sign the rehabilitation agreement.

You are responsible for all liens and mortgages against the property other than City of Sherrill taxes, Oneida county taxes, Town of Vernon, and City of Sherrill School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel, or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School, Town, and County) on the property from the date I sign the rehabilitation agreement and due at closing. These subsequent taxes must be paid by the due date.

_____ **Initial**

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

_____ **Initial**

I understand that if my proposal is accepted, I am required to present proof of funds for the purchase price, plus 25% of the expected rehabilitation costs at the time of signing my rehabilitation agreement.

_____ **Initial**

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

_____ **Initial**

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Sherrill are also factors of consideration.

_____ **Initial**

I understand that property will not be sold to anyone with delinquent City of Sherrill, Oneida County, Town of Vernon, or City of Sherrill School District taxes.

_____ **Initial**

I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval.

_____ **Initial**

Signature of Applicant _____ Date _____

REHABILITATION AND PURCHASE AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 20___ by and between the **CITY OF SHERILL, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York and having its principal place of business at 377 Sherrill Road, Sherrill, New York 13461, hereinafter referred to as “Seller” and/or party of the first part, and _____, hereinafter referred to as “Buyer” and/or party of the second part, consists of the promises, recitals, covenants and agreements hereinafter set forth.

WHEREAS the Seller holds a quit claim deed to premises known and designated as **149 E. Pexton St.** (Tax Map number: 322.016-1-54) in the City of Sherrill, New York, hereinafter referred to as the “Premises”, which consists of land and any buildings or improvements that a physical inspection of same would reveal; and

WHEREAS the Buyer wishes to acquire a deed to the Premises from the Seller for the consideration hereinafter mentioned; and

WHEREAS, pursuant to authority given the Seller by the City of Sherrill Commission, the Seller is conditionally authorized to convey the Premises to the Buyer, contingent upon the Buyer entering into this Agreement to rehabilitate the Premises and performing said Agreement according to its terms and upon the payment of any additional monetary consideration as may be called for herein.

NOW, THEREFORE, upon valuable consideration, and the mutual promises and covenants herein contained, the parties do hereby agree as follows:

SECTION I

PERFORMANCE BY BUYER

The Buyer hereby agrees to rehabilitate the Premises by performing the work specified in Exhibit “A” attached hereto and made a part hereof, said requirements having been recommended by the Codes Enforcement Office of Sherrill, New York, as a necessary condition of sale. Following execution of this Agreement, and subject to any conditions set forth herein, the Buyers, their agents, employees, contractors and/or assigns shall be entitled to enter onto the Premises to perform the rehabilitation only, which shall be completed on or before **12/31/22** unless such time shall be extended by the City of Sherrill Commission upon written application to the City of Sherrill’s representative(s) by the Buyer. The Buyer shall demonstrate enough justification for the extension and the granting of the extension by the City of Sherrill shall not be unreasonably withheld. The Buyer understands that payment of all owed taxes may be due and necessary to obtain said extension. The Buyer shall be responsible for the cost of all labor, materials, permits, insurance, removal and/or dumping fees and all necessary and related costs in performing said rehabilitation. Further, the Buyer shall pay the additional monetary consideration, if any, as set forth in the applicable Sherrill City Commission resolutions authorizing this Agreement and sale of the Premises, which are incorporated herein by reference, in this case to be

SECTION II

CERTIFICATION BY CITY OF SHERRILL

Within ten (10) days after completion of the rehabilitation, the Buyer shall notify the Sherrill City Manager that said work has been completed. Thereafter, the Buyer shall arrange a convenient time for the City of Sherrill's representative(s) to inspect the Premises. If the Buyer has performed the rehabilitation to the satisfaction of the City of Sherrill, the City of Sherrill's representative(s) shall certify, in writing, to the City of Sherrill Commission that said rehabilitation has been completed. If the work is not in accordance with New York State Codes or deficient in any respect, the City of Sherrill's representative(s) shall notify Buyer of the exact nature of said deficiencies; however, the Buyer would continue to have the right to cure the deficiencies and Code violations within the period established for performance in Section I above. Should any dispute arise between the Buyer and Seller as to whether or not the rehabilitation has been satisfactorily performed, the parties agree to make their best effort to resolve any such dispute without resort to court intervention, and, if the dispute cannot be amicably resolved, then to submit the dispute to binding arbitration, the arbitrator to be picked by mutual consent of both parties and said arbitration to be conducted according to the procedures of the American Arbitration Association. Both sides shall equally divide the cost of the arbitrator and arbitration proceeding.

SECTION III

PERFORMANCE BY SELLER

Upon receipt of a certification of completion pursuant to Section II above, the City of Sherrill Legal counsel shall then prepare a **Quit Claim Deed**, Real Property Transfer Tax Report (TP-584) and Equalization and Assessment Report (RP-5217) for presentation to the Buyer. Once the documents have been prepared, the Seller will notify the Buyer or Buyer's attorney, in writing, whereupon the Buyer shall have a period of forty-five (45) days to review said documents and conclude the transfer *at the offices of the Seller or at some other place as may be mutually agreed upon*. At that time, the Buyer shall sign the required transfer documents and pay the balance of the purchase price, if any, together with the required fees for stamping and recording the deed along with any tax payments owed. The Buyer is responsible for all recording costs associated with the transfer of title (including, but not limited to the deed, TP-584, RP-5217, etc.

In instances where the rehabilitation cannot be completed within the time period set forth in Section I above, the City of Sherrill may, *in its sole discretion*, instruct Legal counsel to convey a deed granting a "fee on limitation", so that if the remainder of the rehabilitation is not performed within a specified period of time following delivery of the deed, then the title will automatically revert in the Seller ("possibility of reverter") without any affirmative act necessary on the part of the Seller, or, in the alternative, may convey a deed granting a "fee on condition", reserving in the Seller a "right of reacquisition" upon failure of Buyer in completing the rehabilitation.

The Seller makes no representations, express or implied, regarding the marketability, warrantability or insurability of the title. The Seller is willing to provide whatever documentation it has in its possession to the Buyer, if any, including but not limited to any deeds on file with the City, stub searches, Notices of Final Tax Redemption, and proof of compliance with the City Charter pertaining to tax foreclosure sales. Title shall be conveyed by a Quit Claim Deed. Should the Buyer wish to obtain any title searches, tax searches, bankruptcy searches, surveys, title insurance, or any other title inquiries, the Buyer is advised to do so in advance of entering into this Agreement or incurring any out-of-pocket

expenses. If the Buyer chooses not to examine the title to the Premises, the Buyer does so at his own risk. In the event the title to the Premises should be defective, for any reason, the Buyer shall have no cause of action against the Seller under this Agreement. Seller does not guarantee the exact dimensions of the Premises' lot size. All references and/or representations by the City of Sherrill of said Premises' lot size are approximate and not exact. Further, the Buyer hereby expressly waives the right to assert a "failure of consideration" defense in any legal or equitable proceedings hereafter maintained by either party in connection with this Agreement.

SECTION IV

ADDITIONAL ALTERATIONS AND FORFEITURE ON FAILURE TO CLOSE

The Buyer shall only be obligated to perform the rehabilitation set forth herein. The Buyer may, upon the express written consent of the Seller, perform any additional work he may deem necessary and/or appropriate. The parties hereby acknowledge and agree that should the Buyer fail to perform the obligations herein within the period established herein for completion, the authorizing approvals of the City Commission shall become null and void, and all improvements and/or additions to the Premises shall inure to the benefit of the Seller. The Buyer hereby acknowledges that he shall have no claim or cause of action against the Seller for unjust enrichment, quantum meruit, or any other theory of liability, whether legal or equitable, for any of the improvements made to the Premises.

SECTION V

ZONING, PERMITS AND LICENSES

The Buyer is purchasing the property subject to all applicable zoning regulations and shall be responsible for securing any necessary permits and/or licenses for the rehabilitation work to be performed, if applicable, at his own cost and expense.

SECTION VI

LIABILITY AND ASSUMPTION OF RISK

The parties acknowledge that the Buyer is not performing the work for the benefit of the Seller, but rather, is performing the work to benefit Buyer in anticipation that he will be obtaining a deed to the Premises upon completion thereof. Seller shall not be responsible, in any way, for supervising Buyer's performance of the work or the methods or way said work is conducted. Buyer shall comply with all laws, rules, ordinances, regulations, or orders of all public authorities relating to the performance of the work. The Buyer acknowledges and agrees that he shall assume all risk or liability associated with entering onto the Premises and in performing any of the work specified herein. The Buyer hereby agrees that the Seller shall not be responsible for any claims or causes of action arising on said Premises, whether occurring within or without the performance of the work herein specified. The Buyer hereby releases the Seller from any and all liability, claims, causes of action, damages to persons or property or any other damages occurring on the Premises, whether foreseen or unforeseen, and shall defend, with competent counsel, and indemnify the Seller and hold Seller completely harmless from and for all costs, damages, losses and expenses, including but not limited to judgments and reasonable attorney's fees, resulting from claims arising on the Premises, whether such claims be in favor of himself, or in favor of a third person or persons, the Buyer's agents, employees, contractors and/or assigns.

SECTION VII

LIABILITY INSURANCE/WAIVER OF LIABILITY

The parties acknowledge and agree that the Seller does not have any policy or policies of insurance, liability or otherwise, on the Premises, and that no coverage will be afforded to the Buyer or any other persons present on the Premises. The Buyer shall not commence work under this Agreement or enter onto the Premises until he has obtained all insurance required under this section and until such insurance has been provided by the buyer and approved by the Seller. Should the Buyer enter or allow any person or persons onto the Premises without such insurance in effect, they shall be deemed trespassers illegally present on the Premises. The Buyer shall not allow any agent, employee, contractor, or subcontractor to commence work on the Premises until all similar insurance required of him has been so obtained and approved. The insurance that will be required consists of the following, as may be applicable under the circumstances: (a) Workers' compensation insurance for all the Buyer's contractors or employees engaged in work at the site. (b) Public liability and property damage insurance taken out and maintained for the duration of the contract by the Buyer to protect the Buyer and all its approved agents, employees, contractors, or subcontractors, from claims for damages for personal injury, accidental death, and property. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury and five hundred thousand dollars (\$500,000) for property damage, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000), and the Buyer shall insure that the City of Sherrill is named as an additional insured on any such policy or policies. The Buyer also hereby agrees to waive all claims against the Seller for any personal injuries that may occur on the Premises during the rehabilitation period and if the Seller is named in any type of litigation or negligence lawsuit arising out of any action of the Buyer or the Buyer's agents, employees, contractor or subcontractor during the rehabilitation period, the Buyer agrees to defend and indemnify the Seller from said lawsuit.

SECTION VIII

OCCUPANCY OF PREMISES

Until such time as the performance of the work herein specified is completed, a written certificate of completion and certificate of occupancy issued by the City of Sherrill's representative(s), and the balance of the purchase price paid by the Buyer, if applicable, the Buyer shall only have a limited license to be on the Premises to perform the work required under this Agreement. The Buyer shall not have possession of the Premises, nor shall the Buyer put himself or any other person or persons in possession or occupancy of the Premises until each term and condition of this Agreement has been satisfactorily performed by the Buyer. If the work called for under this Agreement has not been completed within the time frame established for performance in Section I above, and upon twenty (20) days written notice from the Seller, the license to be on the Premises shall automatically cease and terminate and the Buyer shall have no right to be present thereon. The Buyer acknowledges that no legal action need be commenced by the Seller to "eject" or "oust" the Buyer from the Premises, as no landlord/tenant relationship exists.

SECTION IX

SIDEWALK PROVISION

If replacement of a sidewalk is required as part of the rehabilitation Agreement, Buyer shall not allow more than one week to transpire between breaking up/removing the old sidewalk and pouring the

new sidewalk. If Buyer goes over this one-week timeframe, it shall be considered a breach of this Agreement and the City of Sherrill has the right to declare said breach and to cancel said Agreement and market Premises to another Buyer.

SECTION X
CODES/TAX COMPLIANCE

Buyer agrees that to be eligible for purchasing a property from the City of Sherrill, he or she must be current on all City of Sherrill, Town of Vernon and Oneida County taxes, School taxes, water and sewer, electric fees and any other applicable taxes/charges on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Sherrill. Likewise, Buyer agrees that to be eligible for purchasing a property from the City of Sherrill, he or she must follow all City of Sherrill Codes regulations on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Sherrill. Failure to abide by these conditions shall be considered a breach of this Agreement and the City of Sherrill has the right to declare said breach and to cancel said Agreement and market this property to another Buyer.

SECTION XI
REAL ESTATE TAXES / RENTS

The property conveyed under this Agreement is being conveyed free and clear of any past due taxes/water/sewer/electrical rents owed to the City of Sherrill and/or the Sherrill City School District, and, *if the property has been prequalified in accordance with an Intermunicipal Agreement between the City of Sherrill and the County of Oneida*, it may also be conveyed free and clear of any delinquent County tax liens that were due and owing as of the date of prequalification. Any County taxes levied thereafter by the Oneida County Commissioner of Finance would be the Buyer's sole responsibility. The Buyer is advised to contact the Oneida County Commissioner of Finance, the school district in which the subject property is located, to determine the status of any taxes due (or to become due) to those entities. The Buyer hereby agrees that the applicable taxing districts shall have the ability to levy real property taxes, water/sewer/electrical rents, as applicable, against the property from the date of the execution of this Agreement, even though the deed is not conveyed until a later date. Once the Buyer completes his/her performance of the rehabilitation and is entitled to receive a deed to the Premises, the Sherrill legal counsel will present the Buyer with a statement of all taxes accruing from the date of the execution of this Agreement through the current tax billing cycles, all of which must be paid by the Buyer at the time of closing.

SECTION XII
BREACH AND/OR DEFAULT

Should the Buyer be in violation of any of the provisions of this Agreement, the Seller shall have the sole right, in its reasonable discretion, to terminate this Agreement upon twenty (20) days written notice to Buyer, subject to the Buyer's right to cure any such defaults within that period. In the event of such termination, the Buyer shall forfeit all bid deposits made, if any, to the Seller, and the Seller shall have all such other rights as reserved elsewhere in this Agreement.

SECTION XIII
ADDITIONAL PROVISIONS

All the terms and conditions contained in any authorizing resolutions and/or ordinances of the City Commission of the City of Sherrill shall be and hereby are incorporated into this Agreement by reference as though more fully set forth herein. If any provision of this Agreement shall contradict any provision contained in the approvals, the provisions of the authorizing resolutions and/or ordinances shall govern.

SECTION XIV
RISK OF LOSS

If this Agreement involves the transfer of property having buildings and/or improvements thereon, the parties hereby acknowledge and agree that the provisions of the Uniform Vendor and Purchaser Risk Act (General Obligations Law §5-1311) shall not govern the risk of loss in the event the Premises are destroyed, and instead, the Buyer shall assume all hazards of damage to or destruction of any improvements now on the Premises or hereafter to be placed thereon.

SECTION XV
GOVERNING LAW

This instrument shall be interpreted and enforced according to the laws of the State of New York. Should any provision herein contained be invalid according to the laws of this State, or any other state, territory, jurisdiction or locality, all such remaining provisions that are valid shall remain unaffected.

SECTION XVI
ENTIRE AGREEMENT

This Agreement, together with all the extraneous documents incorporated herein by reference, constitutes the entire Agreement between the parties, and there are no other representations, warranties or conditions made a part of this Agreement.

SECTION XVII
WAIVER / MODIFICATION

Failure of either party to insist upon strict performance of any or all the terms and conditions herein contained shall not constitute a waiver of same, nor shall it prevent either party from insisting upon strict performance of any term of this Agreement later. Any provisions which are not immediately and strictly enforced will continue to be binding upon the parties, nonetheless. Further, this Agreement cannot be unilaterally altered, amended, modified, or changed by either party, and no such modifications will be binding upon the parties unless agreed to in writing and executed by both parties hereto with the same formality as this instrument.

SECTION XVIII
BINDING EFFECT

This Agreement shall be binding upon the parties hereto and all respective heirs, executors, administrators, successors and/or assigns.

IN WITNESS WHEREOF, the parties have hereto caused this Instrument to be executed on the day and date hereinafter set forth, which Agreement shall take effect on the later date thereof.

Buyer(s): _____

STATE OF NEW YORK/COUNTY OF ONEIDA ss.:

On the ____ day of _____, 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 he duly acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public - Oneida County, New York

My Commission Expires:

Seller:

By: City of Sherrill, New York

Brandon Lovett, City Manager

STATE OF NEW YORK/COUNTY OF ONEIDA ss.:

On the ____ day of _____ 20____, before me, the undersigned, a notary public in and for said state, personally appeared **Brandon Lovett**, City Manager of the City of Sherrill, New York, 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 duly acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public - Oneida County, New York

My Commission Expires:

EXHIBIT A Detailed List of Rehabilitation Requirements including Buyer Proposed Items

In addition to detailed list the rehab must include addressing deficient NYS Building Codes and Standards identified by the City of Sherrill Code Enforcement Official. These violations include but are not limited to the following:

- *Front Porch Repair/Replacement inc. stairs – may require structural inspection***
- *Rear Deck Repair/Replacement***
- *Fire Detection (Smoke/CO2)***
- *Electrical Inspection***
- *Chapter 3 of NYS Property Maintenance Code***
- *Removal of siding, fascia, soffit, trim, etc.***
- *Replacement of siding, fascia, soffit, trim, etc.***
- *Repair/Replacement of East and West basement foundation walls***

EXHIBIT B

Disclosure

A 3rd party who pursued a private sale before tax foreclosure informed the City of Sherrill that there may be an outstanding mortgage attached to this property by a lender.

The same 3rd party informed the City that there looks to be an expired mechanics lien that was once attached to the property.

While it is the purchaser's responsibility to perform their own due diligence the City of Sherrill was compelled to not this information in this bid opportunity and subsequent purchase.

The City of Sherrill is selling the property as is via the tax foreclosure process which to the best of our knowledge does not alleviate any judgements, claims or liens on said property.

The City of Sherrill makes no assurances as to the accuracy of these 3rd party claims.

