

Grant County TREASURER TAX TITLE SALE 2020 TERMS OF SALE

This sale is in accordance with Washington State law, real property pursuant to (RCW 36.35.120) Tax-Title properties being sold.

Auction: All sales will be made by auction to the highest bidder. The auction will be conducted via Public Surplus internet website only. A bidder is legally and financially responsible for all properties bid upon whether acting as one's self or acting as an agent. All bidders must be 18 years of age or older.

If you are the successful bidder, and you fail to submit any balance due on your auction purchase per these terms of sale, and you will not become the owner of the subject property. You may also be banned from future sales through our office and banned by the company we use to conduct the auction. Pre-registration instructions will be posted on our Public Surplus Storefront. Contact Public Surplus for instructions and questions pertaining to registration. If any party is the successful Bidder on multiple parcels, **only** payment in full for all parcels **will be** accepted. Selective payments will not be allowed and all transactions will be deemed in default resulting in the parcels being placed for re-offer at a time to be determined at a later date.

- The auction will begin on Tuesday, July 28th, 2020 at 8 AM PST and the bidding will close on Friday, July 31st, 2020 ending at 12:00 PM PST, with settlement of funds wired to Public Surplus by Monday, August 3rd, 2020 no later than 1:00 PM PST.

If the property remains unsold, the Treasurer may reopen the bidding and continue the auction immediately or at a different date.

The Treasurer retains the right to reject any and all bids for any reason, withdraw any property from the sale at any time prior to the issuance of the title, or close the auction at any time.

The County requires a bid deposit of \$100.00 (\$1,000.00 for parcel 10-0051-000) in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

A bid is an irrevocable offer to purchase property. The Grant County Treasurer reserves the right to pursue all available legal remedies against a non-paying bidder. Any non-paying bidder may be banned from future auctions. .

Properties are sold "AS IS." Research and Inspect Thoroughly Prior to Bid

Bidders are required to conduct all due diligence of the property(s) prior to submitting a bid. Bidders are to rely solely on their own investigation of the property(s) they wish to bid on and shall not rely on any information provided to or be provided by Grant County or Public Surplus. By submitting a bid, Bidders approve and accept the Condition of the Property for which they bid, and agrees to purchase the property and accept the Condition of the Property **"AS IS, WHERE IS"** with all faults and patent or latent defects. Bidders shall have no recourse against Grant County for, and waives, releases and discharges forever Grant County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Bidder might have asserted or alleged against Grant County arising from or in any way related to the Condition of the Property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

Prospective purchasers are urged to examine the title, location, and desirability of the properties available to their own satisfaction **prior** to the sale. The County Treasurer makes no warranty, either

expressed or implied, relative to the usability, location, condition, livability, occupied or vacant, of any real property homes for sale.

All properties are offered for sale on a "buyer beware", "where is", and "as is" basis without any representation or warranty, expressed or implied. It is the responsibility of the purchaser to do their own research as to whether the property may be subject to liens, encumbrances, or restrictions and whether the property is suitable for their intended use. If the property is occupied, it is the responsibility of the winning bidder to handle the removal of occupants.

Grant County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the properties, compliance of the property with any applicable laws, or any other matter concerning the properties, including without limitation, matters related to Hazardous Substances or Environmental Laws. Under these Terms of Sale, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. The term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

By submitting a bid, to the maximum extent permitted by RCW ch. 64.06, Bidders expressly waive the right to receive from Grant County a seller disclosure statement ("Seller Disclosure Statement"). Nothing in any Seller Disclosure Statement delivered by Grant County creates a representation or warranty by Grant County, nor does it create any rights or obligations on any party.

Images of any parcel are for general representation purposes only. Grant County will not assume any liability for alleged loss or damages which may result from the purchase of property relied upon via a photograph.

Grant County shall convey to the successful Bidder the title to the property by tax title deed. In conveying the property by tax title deed, **Grant County makes no title warranties** whatsoever and the successful Bidder takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together "Encumbrances") whether such Encumbrances are of record or not. The successful Bidder acknowledges and agrees that any property interests in the property in favor of Grant County in effect prior to the acquisition of the property by Grant County at the tax-title sale pursuant to RCW 84.64.200 did not merge with Grant County's tax title trustee-type ownership of the property and remain in full force and effect.

Possession of Property The successful bidder may take possession of the property after the payment has been received and the appropriate paperwork has been completed through the County Auditor's Office. The Treasurer's Office has 30 days to complete this process from the close of auction. The Treasurer's Office will be unable to complete this process until all appropriate information and paperwork is completed and submitted to our office per these terms of sale.

Buyer Premium A Buyer Premium of 8% will be added to the final sale price with a \$1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

Administration Fee: A \$150 charge will be added to the sale of each property. This fee will cover the Recording Fee, Excise Fee, and Processing fee which is required to be collected for each property sale.

TERMS OF SALES ARE SUBJECT TO MODIFICATION

BY SUBMITTING A BID, YOU AGREE TO THE TERMS OF THE SALE AS POSTED AT THE TIME BID IS SUBMITTED.

ALL SALES ARE FINAL. THERE ARE ABSOLUTELY NO REFUNDS.