

## KITTITAS COUNTY TREASURER FORECLOSURE TAX SALE 2018 TERMS OF SALE

This sale is in accordance with Washington State law, real property pursuant to the Judgement and Order of Sale of the Kittitas County Superior Court under 18-2.00295-19 is being sold. Thirty days' notice of this sale has been given as required by law.

**Auction:** All sales will be made by auction to the highest bidder. The auction will be conducted via Bid4assets 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.

A single bid deposit of \$1000 (plus a \$35 non-refundable processing fee) will be required on each and all properties offered for sale. The successful bidder will have their deposit applied to the purchase price. **If you are the successful bidder, and you fail to submit any balance due on your auction purchase per these terms of sale, you will forfeit your deposit, 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. A non-successful bidder will have their deposit returned. **Deposits must be completed and received by Friday, December 7<sup>th</sup>, 2018.** Deposit and pre-registration instructions will be posted on our Bid4assets Storefront. Contact Bid4assets for instructions and questions pertaining to deposits and 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 Monday, December 10<sup>th</sup>, 2018 at 8 AM PST and the bidding will close on Friday, December 14<sup>th</sup>, 2018 starting at 11:30 AM PST, with settlement of funds wired to BID4ASSETS by Monday, December 17<sup>th</sup>, 2018 no later than 1:00 PM PST.
- By Friday December 14<sup>th</sup>, 2018 successful bidders must complete the deed wizard information. **Failure to complete the Bid4assets deed wizard will result in the title being processed in the registered name of the successful bidder as supplied to Bid4assets during bidder registration. No changes will be made to the title once completed.**

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

The County is not liable for the failure of any device that is not owned, operated, and managed by the county, which prevents a person from participating in any sale. "Device" includes, but is not limited to; computers and other equipment to access the internet, hardware, networks, software applications, and web sites.

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.

**A bid is an irrevocable offer to purchase property.** The Kittitas 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.

The opening bid includes all delinquent unpaid taxes, interest, penalties, and costs. All fees have been added to the minimum bid.

Washington State law prohibits county officers and employees from directly or indirectly purchasing property at this sale.

### **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 Kittitas County or Bid4Assets. 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 Kittitas County for, and waives, releases and discharges forever Kittitas 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 Kittitas 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.

Kittitas 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 Kittitas County a seller disclosure statement ("Seller Disclosure Statement"). Nothing in any Seller Disclosure Statement delivered by Kittitas County creates a representation or warranty by Kittitas County, nor does it create any rights or obligations on any party.

Properties are sold subject to Federal Liens, if any, and any other liens as may be announced when the properties are up for bid.

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

The County has posted physical notice on properties where the Assessor has determined an existing structure. To the best of our knowledge, the County has accurately identified those properties. The Treasurer is not responsible for identifying or locating, for prospective buyers, properties that are being auctioned.

Kittitas County shall convey to the successful Bidder the title to the property by tax title deed. In conveying the property by tax title deed, **Kittitas 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 Kittitas County in effect prior to the acquisition of the property by Kittitas County at the tax foreclosure sale pursuant to RCW 84.64.200 did not merge with Kittitas County's tax title ownership of the property and remain in full force and effect.

**Exemptions** Any property with a current senior or disability exemption will be canceled effective the date of sale. Per State law, the remainder of the tax year will be recalculated, and due to the county. These recalculated taxes are a lien upon the property and the new property owner will receive an updated tax statement.

### **Excess Proceeds**

The County Treasurer will hold any proceeds from the sale in excess of the minimum bid for a period up to three (3) years. Excess funds will be paid upon proper application of claim by the owner of record or to their legal representative, subject to an interpleader action upon the presentation of conflicting claims or right to the surplus. The owner of record is determined by the title or other documentation on record of a last known purchaser, if unable to locate a title or documentation, then the owner record is determined by the tax rolls.

### **Tax Title Property**

In the State of Washington, personal property and mobile homes on leased land DO NOT REVERT to the county if unsold at tax sale.

**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.

**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.**