

**SNOHOMISH COUNTY WA – Property Management Division
LAURITZEN HOUSE TERMS OF SALE**



This information is designed to assist potential bidders and in no way encompasses the entirety of information regarding the auction sale of the property commonly referred to as the Lauritzen House. Information is subject to change.

This is not intended to provide legal advice – anyone with questions is advised to seek the advice of their attorney or legal advisor.

1. The Lauritzen House auction will be held online at www.Bid4Assets.com for a house, separate from the underlying real property, owned in fee by Snohomish County, and which is under the custodial ownership of the Surface Water Management Division (the "Property"). **Bidding will begin at 8am PST on June 10, 2024.** The minimum bid includes all unpaid deferred real property taxes per RCW 84.37 and 84.38, advertising fees, and administrative fees. All document recording fees are included.
2. THE PROPERTY IS OFFERED ON A 'WHERE IS' AND 'AS IS' BASIS, AND SNOHOMISH COUNTY MAKES NO REPRESENTATION OF WARRANTY, EXPRESSED OR IMPLIED, NOR ANY GUARANTEE OF WARRANTY, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF TITLE TO ANY PROPERTY NOR THE PHYSICAL CONDITION OF ANY PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE. IT IS THE RESPONSIBILITY OF THE BUYER TO DO THEIR OWN RESEARCH AS TO THE USE OF THE PROPERTY FOR THEIR INTENDED PURPOSE AND TO DETERMINE IF IT WILL BE SUITABLE FOR THE PURPOSES FOR WHICH IT IS PURCHASED. IT IS THE BUYER'S RESPONSIBILITY TO RESEARCH AND DETERMINE WHETHER THE PROPERTY IS SUBJECT TO LIENS. BIDDERS ARE FURTHER ADVISED THAT SNOHOMISH COUNTY DOES NOT WARRANT OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS REGARDING THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, WHETHER THE PROPERTY IS CONTAMINATED WITH HAZARDOUS WASTE OR CONTAMINATION FROM ANY SOURCE, OR WHETHER THE PROPERTY IS SUBJECT TO RESTRICTIONS BASED ON APPLICABLE LAND USE LAWS OR REGULATIONS. IT SHALL BE THE BUYER'S SOLE RESPONSIBILITY TO MAKE A DETERMINATION WHETHER ANY SUCH CONTAMINATION EXISTS OR WHETHER THE PROPERTY IS RESTRICTED IN ANY MANNER. BIDDERS ARE REQUIRED TO CONDUCT ANY RESEARCH OF DUE DILIGENCE THEY WISH TO CONDUCT PRIOR TO BID SUBMITTAL.
3. **In order to participate in the online auction, PRE-REGISTRATION IS REQUIRED.** You must register at www.Bid4Assets.com no later than Monday, June 3, 2024. YOU WILL NOT BE ABLE TO PARTICIPATE in the Lauritzen House auction on June 10, 2024 if you do not pre-register and place your pre-sale deposit.
4. **There is a MINIMUM pre-sale DEPOSIT AMOUNT REQUIRED to participate in the online auction, which is due by June 3, 2024.** The Bid4Assets website will list the deposit amount and give instructions on how to transfer the deposit amount to Bid4Assets so that you may participate in the auction. This ONE TIME per auction single deposit *is required* to participate, no matter the amount due for minimum bid. It is a requirement to participate, even if you do not end up purchasing the Property at the sale. If you do not purchase the Property, the deposit will be refunded, less a \$35.00 processing fee, as described on the Bid4Assets website.
5. The sale will be made by auction to the highest and best bidder. This is a certified funds sale for the full amount of the final bid plus other fees due at auction close.
6. **THIS SALE IS SUBJECT TO A 5% BUYERS PREMIUM.** A 5% Buyers premium will be charged. This fee is paid directly to Bid4Assets. The BUYERS PREMIUM is 5% of the purchase price, with a minimum charge of \$100.
7. Snohomish County is not liable for the failure of any device which prevents a person from participating in the auction. "Device" includes, but is not limited to, computer hardware, a computer network, a computer software application and a computer website.
8. The winning bidder will receive an email from Bid4Assets, sent to the email address provided at registration, confirming the final total amount due to complete the purchase. The winning bidder is legally and financially responsible for payment, whether representing oneself or acting as an agent. Should you be the successful bidder for the Property, **ONLY PAYMENT IN FULL FOR THE PROPERTY** will be accepted. Partial payment **WILL NOT** be allowed, and the transaction will be deemed in default. **Full payment must be made within 48 hours** directly to Bid4Assets, following the instructions that will be provided to the winning bidder(s) upon auction close. See all other applicable terms on the Bid4Assets website for details.
9. **A bid is an irrevocable offer to purchase a property, and, once made, is a binding contract.** If a winning bid is accepted and the bidder defaults because the payment has not been timely received by Snohomish County (through Bid4Assets), the deposit will be retained and the bidder, and any party the bidder represents, will be excluded from participating in both Snohomish County and Bid4Assets auctions for 5 years.
10. **BY SUBMITTING A BID, YOU AGREE TO THE TERMS OF SALE AS POSTED AT THE TIME THE BID IS SUBMITTED.**

11. Overpayment made under \$50.00 will not be refunded. Overpayments over \$50.00 will be refunded by Bid4Assets, at the bidder's expense.
12. The sale of the Property shall be considered final and closed upon acceptance of the winning bid. If the Property remains unsold when the auction and any authorized re-offer(s) are complete, the Property will continue to be held by Snohomish County .
13. Within 24 hours of notification of a winning bid, the successful bidder(s) MUST complete the deed information through the Deed Wizard on the Bid4Assets website. The Deed Wizard will close immediately following the 24 hour period. Failure to complete the Bid4Assets Deed Wizard within the 24 hour period will result in the Bill of Sale to be sent to the registered name of the successful bidder(s) as supplied to Bid4Assets during bidder registration.
14. If you are the successful bidder, a Bill of Sale will be issued for the parcel within 30 days and mailed to the purchaser, after being forwarded to the Snohomish County Auditor's Office for recording. The name and address as given to us for issuance of the Bill of Sale will be available by law as a public record and is the address to which the Bill of Sale and future property tax statements will be mailed. The Bill of Sale will include a reversionary clause in substantially the following form: In the event Grantee fails to detach and remove the Property from the underlying real property within ninety (90) days of the date of sale, then title to the Property shall automatically revert to and become revested in Snohomish County without the necessity of any further action on the part of Snohomish County.
15. Snohomish County retains the right to reject any and all bids for any reason, may withdraw the Property from the auction at any time before or during the sale, and reserves the right to cancel the sale of the Property at any time prior to the issuance of the Bill of Sale.
16. Snohomish County cannot warrant the accuracy, reliability or timeliness of the information you may be accessing on and from Snohomish County's website or Bid4Assets website. All maps, data, and information set forth on the Snohomish County website ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. **Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.** Snohomish County shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from these systems does so at their own risk.
17. The winning bidder of this Property must be able and willing to move the Property from the current location to a location of the winning bidder's choice within 90 days of the closing of the auction. All costs and expenses related to moving the Property from the current location to another location are the sole responsibility of the winning bidder. Snohomish County has no responsibility to aid or assist the winning bidder with the relocation of the Property to another location nor to pay the charges related thereto. However, Snohomish County will provide reasonable access to the Property for moving and relocation purposes only. The winning bidder(s) shall obtain and maintain all permits, licenses and insurance as may be required by law to relocate the Property. The County does not warrant whether any other permits, licenses or insurance are necessary or sufficient.

Pursuant to the reversion clause in the Bill of Sale described above in Section 14, should the winning bidder not complete the move within the 90 day period post auction, the Property will revert back to Snohomish County as sole owner and Snohomish County will retain all monies associated with the winning bid as liquidated damages. In addition, the winning bidder must provide Snohomish County (1) within 30 days of the auction, the name of the firm the winning bidder will use to relocate the Property, and (2) within 60 days of the auction, the winning bidder will provide a plan to move that includes the following; the date of the move; a copy of the executed moving contract; and written confirmation from the moving company as to where the house will be relocated, and (3) at 90 days past auction, a representative from Snohomish County Facilities and Fleet or Surface Water Management departments will visit the property to confirm the house has been moved completely off the underlying real property.

18. To the maximum extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the County or its officers, officials, agents, employees, or invitees, the buyer shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature, or the destruction of tangible property including loss of use resulting therefrom, arising out of any act or omission of the buyer, its agents, representatives, employees, and subcontractors in connection with the occupancy, operations, or activities on the County's real property located at 31612 160th Street SE, Sultan, WA 98294. The buyer agrees that the County shall not be held liable for any claim or damage to the property, vehicles or equipment of the buyer, its agents, representatives, employees, and subcontractors, placed on the real property by the buyer. In addition, the buyer shall assume the defense of the County and its officers, officials, agents and employees in all legal or claim proceedings arising out of or in connection with its indemnification obligations hereunder and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the buyer, and buyer, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this Section, any such judgment, award, fees, expenses and costs shall be recoverable from the buyer. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.

Nothing contained within this Section shall affect and/or alter the application of any other term or condition. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of these terms and conditions and any other applicable terms and conditions of this sale.

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