

MASON COUNTY, WASHINGTON

SURPLUS REAL PROPERTY

BID FORM AND PURCHASE AND SALE AGREEMENT

SALE PARCEL NUMBER:	
TAX PARCEL NUMBER:	
ADDRESS/LOCATION:	

ASKING PRICE:	\$
AMOUNT OF BID:	\$
LESS DEPOSIT (MINIMUM 25% OF BID):	\$
BALANCE DUE:	\$

AGREEMENT AND CONSIDERATION

1. Agreement. The undersigned, hereinafter referred to as "Purchaser," agrees to the terms of sale set forth in this Bid Form and Interim Sales Agreement and agrees to pay Mason County, hereinafter referred to as "the County" the amount entered above as the "Amount of Bid," all in cash, for the real property identified above (full legal description to be attached).

See Exhibit "A" attached.

2. Payment of Consideration. Accompanying this bid is a cashier's check, payable to the Mason County Treasurer, in the amount entered above as "Deposit." The balance of the purchase price, in the amount entered above as "Balance Due," shall be in the form of a cashier's check, payable to the Mason County Treasurer, and shall be due within Thirty (30) days of acceptance by the County of this bid. It is understood that Purchaser acquires no right, title, interest or equity in said real property until the full purchase price has been paid.

In the event Purchaser fails to pay the balance due within the time specified, or meet any terms of this agreement, all rights of the Purchaser in the real property described above shall cease and all right, title and interest in said real property shall remain vested in the County, free of any claim of equity in the undersigned Purchaser or those claiming through the Purchaser, and the County shall retain the deposit as liquidated damages for failure of Purchaser to complete the purchase.

CONDITIONS AND TERMS OF SALE

1. Title Conditions. This sale is subject to the following:

- a. Special assessments, existing restrictions, reservations and easements, if any, including easements for slopes, drainage facilities, water, gas, electric and communications service lines and facilities;
- b. The rights of any utilities or other entities with facilities located within the property subject to this agreement, which may include the right to operate, reconstruct, and maintain their facilities.

2. Form of Deed. Mason County shall deliver a Quit Claim Deed or Treasurer's Deed, conveying its interest in the property but providing no warranties. The deed may contain reservations as provided by law.

3. Title Insurance. Mason County will not provide title insurance. Purchaser may provide and pay for title insurance.

4. Condition of Property. The property is sold as-is with no representations or warranties by Mason County as to its condition, value, or suitability for any purpose. Purchaser is free to examine the property, the public record, building requirements and any other information or evidence related to the condition or suitability of the property. Mason County will not provide, and the Purchaser shall not rely on, any statements or representations from any person acting on behalf of Mason County concerning any of the following, except as expressly provided otherwise in this Agreement:

- a. The exact size or area of the property or any parcel of the property;
- b. The location of boundaries or corners of the property or any parcel of the property;
- c. Except as disclosed in this Agreement, the condition of the property, including but not limited to, environmental conditions above or below the ground or present or past compliance with environmental regulations;
- d. Access to the property;
- e. Availability of utilities and services to the property;
- f. Ability of Purchaser to use the property or any portion thereof for any purpose;
- g. Any other matter affecting or relating to the property or any portion thereof.

5. Condition of Property Indemnification. Mason County shall convey and Purchaser shall acquire title to the property in the condition existing at the time of closing of the sale. Purchaser shall waive, release and forever discharge Mason County from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of, or in any way growing out of, or in connection with, any physical characteristic or condition of the property, including any surface or subsurface condition, or any law, rule or regulation applicable to the property. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.

6. Environmental Indemnification. Purchaser further acknowledges and covenants that Purchaser shall indemnify and hold the County harmless from any and all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any environmental condition originating from the property, or violation of any environmental law caused by material originating above or below the surface of the property, regardless of who makes any such claim against the County. This indemnity by Purchaser against third party claims for environmental damage is specifically given by Purchaser to the County for valuable consideration. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.

7. Assignment. Purchaser shall not sell, assign, or transfer this contract without the prior written consent of the County.

8. Closing Costs. Mason County shall prepare and record the deed. Purchase shall pay recording costs for the deed and any required Health Department lien releases.

9. Agreement to Survive Closing. This entire agreement shall survive closing of this sale.

10. Rejection of Bids/Cancellation of Sale. The County reserves the right to reject any or all bids at any time prior to recording the Deed. In the event the sale is cancelled by the County after bids are received, all monies deposited shall be refunded without payment of interest.

11. Acceptance of Bid. Acceptance of this bid shall be by resolution of the Board of Mason County Commissioners, which resolution shall authorize the Mason County Treasurer or the Property Manager to execute this Bid Form and Interim Sales Agreement and all conveyance documents.

Date: _____

PURCHASER:

PURCHASER:

Signature

Signature

Full legal name as it should appear on deed

Full legal name as it should appear on deed

Address

Address

Phone Number

Phone Number

PURCHASER:

PURCHASER:

Signature

Signature

Full legal name as it should appear on deed

Full legal name as it should appear on deed

Address

Address

Phone Number

Phone Number

ACCEPTANCE OF BID.

MASON COUNTY:

Elizabeth Frazier or Rick Brush
Treasurer Property Manager

Date