

**GOVERNMENT OWNED REAL ESTATE AUCTION
STATE OF UTAH DEPARTMENT OF TRANSPORTATION
ELECTRONIC ONLINE SURPLUS LAND AUCTION PROGRAM
“TERMS OF SALE AND BIDDING PROCEDURES”**

On behalf of the State of Utah Department of Transportation (“**UDOT**”) and staffs of SVN Auction Services, LLC & SVN | Alta Commercial, Inc. (“**SVN**”), thank you for your interest in this important online real estate auction program. Please review the following sections carefully. The Terms of Sale and Bidding Procedures explain the process of qualifying and buying property(s) through the UDOT surplus land online auction program. The Auction Terms of Sale and Bidding Procedures are non-negotiable.

REGISTRATION:

All bidding is open to the public. The auction(s) will be conducted online only. Prospective bidders **must** (i) agree to the Auction Terms of Sale and Bidding Procedures in order to qualify and bid during an online auction (ii) be 18 years of age or older and (iii) register using a valid credit card, with a minimum \$1,000 credit, at www.UDOTAuctions.Utah.gov. The system will authorize and capture but not charge the account.

PROPERTY CONDITION:

All property(s) to be sold in "**As Is, Where Is**" condition, with any and all faults and no implied or expressed warranties by either UDOT or SVN. UDOT does not make any representations concerning the property. All information and dimensions were derived from sources believed correct but are not guaranteed. Bidders should personally inspect all properties and perform their own due diligence.

All photographs, aerial photographs, location maps and displays are only approximations or approximate locations and are not intended to be used as a survey or definitive location maps. Neither SVN nor UDOT is guaranteeing these properties for any suitability of use, access or development. Bidders should verify zoning, use, current condition and environmental issues prior to bidding on any parcel. *BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT, DUE DILIGENCE, AND INSPECTION OF THE PROPERTY(S) AND RECORDS.*

DEPOSIT:

Winning online bidders must sign and return the approved form auction purchase agreement including a deposit of 10% of the purchase price or \$2,500, whichever is greater, due on each property made payable to UDOT’s appointed escrow | closing agent listed on the purchase agreement. Escrow | Earnest Money Deposit(s) may be in the form of a Cashier’s Check, Money Order, Cash or Wire Transfer from a United States FDIC institution. The signed purchase agreement and escrow deposit are due within 48 hours of notification. UDOT will not grant any exceptions for this time period. Upon acceptance by an authorized official of UDOT, the deposit is non-refundable.

CLOSING:

The balance of the purchase price is due at closing within 30 to 60 days from the close of an auction. The cost of abstract, title insurance and purchaser's customary closing fees | costs to be paid by purchaser to the appointed UDOT escrow | closing agent as reflected on the HUD closing statement. Additionally, purchaser is responsible for payment at closing of all related additional associated costs and fees. NOTE: These additional associated costs and fees are enumerated on each property's parcel executive summary.

TERMS:

Conduct of the electronic online auction program and increments of bidding are at the discretion of UDOT and SVN.

(i) *Auto | Max Bids:*

The online bidding system allows for an "automatic incremental bid" where the bidder enters the bidder's maximum amount but only bids up to the next nearest amount. This keeps a bidder from having to re-bid after another bidder submits bids. The bidding platform gives priority to *Auto | Max bids*. For example, if Bidder "A" has entered a max bid of \$50,000 and Bidder "B" enters a single bid of \$50,000, Bidder "A's" Max bid in the event of a tie will prevail. The system will only bid for you up to the next increment. You may wish to consider utilizing an Auto | Max bid.

(ii) *Soft Close:*

If a bid is received within the final 5 minutes of a property closing, the auction will automatically extend for another 15 minutes and will continue to do so until all bidding within a given 5 minute period ceases. This is the online version of a live auctioneer's "Going Once, Going Twice..."

SELLING AGENTS:

SVN Auction Services, LLC and SVN | Alta Commercial, Inc. ("**SVN**") is acting as selling agent for the Seller in these transactions and is to be paid a commission by separate agreement with UDOT. SVN is not acting as Agent for the Purchaser.

PURCHASE AGREEMENT:

Potential bidders are advised to conduct their own due diligence and to review the approved form Auction Agreement for the Purchase and Sale of Real Estate thoroughly, prior to bidding on any particular property. Sample purchase agreements are available at www.UDOTAuctions.Utah.gov.

ANNOUNCEMENTS:

All announcements posted at www.UDOTAuctions.Utah.gov will take precedence over all previously printed material and any other oral statements made by UDOT or SVN. The Auction Agreement for the Purchase and Sale of Real Estate represents the final contracted terms. In the event of a dispute over any matter, UDOT shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding. SVN and UDOT reserve the right to refuse any bid or the right to refuse any party from participating in the bidding.

WITHDRAWALS:

UDOT reserves the right to withdraw any property from an Auction at any time, whether bids have been received on the property or not.

FINANCING:

Buyers must obtain their own financing if required. Purchase agreements will not be subject to any financing or qualification for any financing.

BIDDER DEFAULT:

In the event a Buyer fails to take title when title is tendered by UDOT, UDOT at its option may seek specific performance of the Agreement or may terminate the Agreement and retain Buyer's Deposit. Additional default remedies are reserved by SVN and UDOT as provided in the Auction Terms of Sale and Bidding Procedures; and the "Agreement for the Purchase and Sale of Real Estate". Should a buyer fail to comply with any of these Auction Terms of Sale and Bidding Procedures, the sale shall be canceled, and UDOT may, at its option retain the deposit as liquidated damages.

BROKER PARTICIPATION:

A two percent (2%) commission on the bid price will be paid to a qualified Utah licensed real estate broker whose client successfully closes on a property. An agent must register bidder in advance by completing and returning the Broker | Client Registration Form available on the website www.UDOTAuctions.Utah.gov. No oral registrations will be accepted and UDOT will not grant any exceptions!

REPRESENTATIONS:

Neither UDOT nor SVN makes any representations or warranties as to the accuracy or completeness of any information provided. Each prospective purchaser must conduct and rely solely upon its' own due diligence and investigation of the properties. By participating in the online bidding system each bidder shall be deemed to represent, warrant and agree that:

(a) The bidder has examined the property on which he or she intends to bid, is familiar with the physical condition and has conducted such investigation of the property as such bidder has considered appropriate, or has waived due diligence and investigation of the property. UDOT will not allow any inspection or due diligence period after the auction bidding.

(b) Neither SVN nor UDOT, nor any affiliate, agent, officer, employee or representative of any of the foregoing has made any verbal or written representations, warranties, promises or guaranties whatsoever to such bidder, expressed or implied, with respect to the physical condition, operation, or any other matter or thing affecting or related to the property or the offering of sale of the property.

(c) Such bidder has not relied upon any representations, warranties, guaranties or promises or upon any statements made or any information provided concerning the property, including but not limited to the

brochures or Electronic Parcel Executive Summary's provided by SVN or UDOT or their respective representatives.

AND

(d) Bidder voluntarily submits its bid after having made and relies solely on its own independent investigation, due diligence, inspection, analysis, appraisal and evaluation of the property and the facts and circumstances related to the property.

By registering and placing a bid, bidder agrees to all of the terms and conditions of the electronic online auction. Online bidders agree that any technical issues with the bidding platform are not the responsibility of the bidding platform, SVN, UDOT or any other entity associated with the sale. SVN, UDOT, and BIDWRANGLER shall not be held responsible for failure of online networks, Bidder's internet connections, cellular networks or time delays. Bidders waive and release any claims against SVN, UDOT and BIDWRANGLER for any missed bids or the failure of the software platform to function properly for any reason.