

Daggett County Terms and Conditions

This sale is in accordance with Utah State Code 59-2 Part 13 and Daggett County Ordinance 2023-01 Establishing the Method, Rules, and Procedures for Conducting the Annual Tax Sale..

Auction

All sales will be made by auction according to the bidding parameters established by Daggett County. The auction will be conducted via Public Surplus Internet website only, <https://www.publicsurplus.com>.

Daggett County 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 Tax Deed, or close the auction at any time.

All bidders are legally and financially responsible for all properties bid upon whether acting on their own behalf or acting as an agent for a 3rd party. All bidders must be 18 years of age or older.

BID DEPOSIT: Daggett County requires a deposit of \$200 to register to bid. The deposit must be received/processed by May 27th, 2025, in order to participate in the auction. Please be advised deposits can take up to 48 business hours to fully process. The deposit will be returned to unsuccessful bidders when the auction is awarded and paid in full. The deposit will be retained if the winning bidder defaults on payment. Please see the Wire Transfer Instructions listed below which details how to send a wire deposit.

Wire Transfer Instructions for Sending Bid Deposits:

Please note that these instructions can be used to remit your bid deposit to PayMac. In the Memo section of the wire, you **MUST** put Auction Bid Deposit Daggett County and user ID, (Write the full name Auction and not Auc as Auc will cause the bank to hold the wire). Failure

to do this can result in delaying the payment for these items or having the wire sent back to your bank. Please be sure you double check the amount of your payment before you send the wire transfer as the wrong amount will cause significant delay or the payment may be returned to your bank. There may be additional charges from your financial institution to complete a wire transfer. You will be responsible for any and all charges related to wire transfers. Paymac will not be liable for these charges.

Wire requests are received Monday - Friday, 9 am - 5 pm. Your payment may take up to 48 business hours to post. **For a bid deposit, please make sure to contact buyer support via chat after the payment is submitted to ensure that Public Surplus can get your user account added to the bidder list as soon as possible.** If you have any additional questions or assistance with this process, please contact us using the chat function.

International Wires or ACH Payments will not be accepted.

Buyer Wire Instructions:

Name of Account Wire Is Being Sent To: PayMac, Inc.

Routing Number: 124001545

Account number: 102908156

Company Information:

PayMac, Inc.

Mailing address:

2520 Saint Rose Parkway, Ste 214

Henderson, NV 89053

Bank Information:

Chase Bank;

1115 S 800 E;

Orem, UT 84097

Payment

PayMac, a third-party payment processing company, receives all tax sale payments for **Daggett County**. Payment for an awarded item must be received **within three (3) business days** after the date of the Notice of Award of the successful bid. If you are the successful bidder, and you fail to submit any balance due on your auction purchase or purchases per these terms of

conditions, you will forfeit your deposit, and you will not become the owner of any of the subject property or properties

Payment may only be made by wire transfer. NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.

Partial Payment

There will be NO partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process.

Wire Transfers

For Wire Transfer instructions please email support at buyersupport@publicsurplus.com and ask for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow terms exactly to ensure prompt payment.

If you are the successful bidder and you fail to submit any balance due on your auction purchase per these terms of conditions, you will not become the owner of the subject property and your deposit will not be returned to you. 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 later date.

If the property remains unsold, the parcel shall be stricken to the county.

Daggett County is not liable for the failure of any device, 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.

Daggett County 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 Tax Deed, or close the auction at any time.

A bid is an irrevocable offer to purchase property

Daggett County reserves the right to pursue all available legal remedies against a non-paying bidder. Any non-paying bidder may be banned from future auctions.

All opening bids will be for the total amount of taxes, penalties, interest, and administrative fees. All fees have been added to the minimum bid, except for the 8% buyer's premium.

In accordance with Daggett County Ordinance 2023-01 Establishing the Method, Rules, and Procedures for Conducting the Annual Tax Sale, every public officer or public employee who purchases or has a substantial interest in any business entity which purchases property at the tax sale must disclose said interest in a sworn statement filed with the Daggett County Clerk. A copy of said disclosure must be provided to the Daggett County Commission, Daggett County Attorney's Office, and in the case of a public employee, their immediate supervisor. These disclosures are public information and shall be available to the public for inspection.

Properties are sold "AS IS" with NO WARRANTIES

Properties sold during the Tax Sale shall be conveyed by Tax Deed. This form of Deed is not a Warranty Deed. Winning bidders assume all risks related to the property. The County makes no representations, warranties express or implied, or guarantees as to any property sold at the tax sale. By way of example only, and not by way of limitation, the County makes no representation, warranty, or guarantee as to whether the property exists, is buildable or developable, is subject to claims of other parties, is encumbered by liens, easements, mortgages, trust deeds, tax liens, assessments or other interests, is habitable, complies with zoning regulations, has access, does not have access, is contaminated or free of contamination, is properly assessed, or is properly described.

Successful bidders assume all risks and liabilities associated with the property including, but not limited to, additional property assessments, existing liens or other encumbrances, or fines levied by any government agency. Daggett County does not provide any information to any prospective buyer beyond what is available through the Daggett County website. **Prospective**

buyers are responsible to do all research they deem necessary to evaluate the properties they are interested in purchasing at the sale. The Daggett County Auditor's office and other county offices and officials do not provide any advice, legal or otherwise, to any prospective buyer beyond answering questions related to the procedures of administering the sale.

All sales are final! Daggett County does not issue refunds for any reason unless a sale is invalidated by order of the Daggett County Commission or another adjudicating body.

Redemption Rights

Delinquent property may be redeemed on behalf of the owner of record by any person at any time prior to the Sale. A person redeeming the delinquent property must make payment in certified funds to the Daggett County Treasurer for the total delinquent amount including taxes, interest, penalties and the administrative costs. Property may only be redeemed up to the time of the sale. Once the auction has started, either live or online, no redemption can be made. Utah State law does not allow for a post-sale redemption period. The IRS has a redemption right to acquire the property within 120 days of a sale. An active military service member may also have redemption rights.

Exemptions

Property tax relief programs will be canceled on the property effective as of the date of sale. Property taxes for the tax year will be billed to the property purchaser. These taxes are a lien upon the property.

Excess Proceeds

Daggett County may hold any proceeds from the sale in excess of the total amount of taxes, penalties, interest, and administrative fees for up to 90 days from the date the sale is ratified by the Daggett County Commission. Excess funds will be paid upon proper application of a claim made to the County Treasurer in accordance with Daggett County Ordinance 2023-01. All unclaimed, excess funds are transferred to the Utah State Treasurer, Unclaimed Property

Division PO Box 140530, Salt Lake City, UT 84114-0530, (888) 217-1203 or <https://mycash.utah.gov/>.

Possession of Property

Daggett County will convey title to the property via Tax Deed. The successful bidder may take possession of the property after the payment has been received and the Tax Deed has been recorded. The County Auditor will record and mail the Tax Deed to the successful bidder after the sale has been ratified by the Daggett County Commission. This can take place between 30 to 90 days after the sale.

Daggett County does not issue Tax Lien Certificates, as Utah State is not a Tax Lien state.

**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 NO REFUNDS.