



WASHINGTON STATE DEPT OF  
**NATURAL  
RESOURCES**

# PUBLIC AUCTION REAL PROPERTY FOR SALE

REAL PROPERTY SALE PAMPHLET NO. 69

**Auction Date: September 26, 2024**

The following State-owned real property is to be sold at public auction on the date, time, and place specified in the attached Real Property Sale Notice:

County	Land Sale No.	Appraised Value & Minimum Acceptable Bid	Transaction Costs	Approx. Acres	Property Name
Okanogan	02-106107	\$24,600	\$0.00	40.95	Okanogan Parcel W



WASHINGTON STATE DEPT OF  
**NATURAL  
RESOURCES**

**REAL PROPERTY SALE NOTICE**

**Okanogan County**

Notice is hereby given that, at the time and place listed below, the following described property, owned by the State of Washington and managed by the Department of Natural Resources (“State”), will be offered for sale at public auction to the highest bidder.

**Property Description**

**Property Name: Okanogan Parcel W**

**Property Tax Parcel #: 3325031004**

**Legal Description: All of Government Lot 2 of Section 3, Township 33 North, Range 25 East, Willamette Meridian, Okanogan County, Washington.**

***Minimum Bid \$24,600***

***Bid Deposit \$1,230***

***Transaction Costs \$0***

**Sale Location and Time**

Sale will be by oral bid at public auction.

**Date: 9/26/2024**

**Time: 1:00pm**

**Location: Commissioners Hearing Room, Okanogan County Commissioners,  
123 5th Ave N, Ste 150, Okanogan, WA 98840**

**Directions heading north:**

**From WA-20, turn right onto Rodeo Trail, then turn left to stay on Rodeo Trail. The road name will change to N. Van Duyn Rd, keep right to stay on said road. Turn left onto 2<sup>nd</sup> Ave N., then immediately turn right onto Pine St. Keep to the left to get onto N. Pine St. Continue straight for 300 ft and your destination will be on the left (Commissioners Hearing Room).**

**Directions heading south:**

**From US-97 N., turn left onto WA-20, then turn right onto 2<sup>nd</sup> Ave S. From there, turn left onto Pine Street. Continue straight for 300 ft and your destination will be on the left (Commissioners Hearing Room).**

**Specific terms and conditions of sale**

Terms are cash only. Deposits are payable to the Department of Natural Resources and may be made in cash or by certified check, cashier's check, postal money order or by a bid bond guarantee. If a bid bond is used, Purchaser shall pay the cash equivalent to State within ten (10) business days of the auction date in cash or by certified check, cashier's check, postal money order, or other method acceptable to the department.

**Each person wishing to bid must deposit with the auctioneer a bid deposit for the amount specified above (\$1,230).** Bidders wishing to submit bids as agents for purchasers must also furnish, at this time, a power of attorney or other appropriate proof of authority to act on behalf of Purchaser.

**Qualified bidders will be registered and bid deposits will be accepted starting at *Auction start time* on the date and location noted above** and will continue until the last qualified bidder is registered and the bid deposit is recorded.

Deposits will be returned to the unsuccessful bidders at the conclusion of the auction.

**At the close of bidding, the successful bidder (Purchaser) is required to execute a Memorandum of Auction of Real Estate.** The balance of the purchase price and all other associated costs shall be due to the Department of Natural Resources at its Olympia main office as prescribed in the Memorandum of Auction of Real Estate.

Closing shall be as soon as practical for State to issue a quitclaim deed from the Governor's office upon confirmation that the entire purchase price has been paid to the State Treasurer's office. If Purchaser fails to complete the purchase as required, State shall retain the bid deposit

and any accrued interest, not to exceed five percent (5%) of the purchase price, as liquidated damages for Purchaser's non-performance.

Information about the parcel offered for sale has been obtained from sources considered reliable, but State makes no warranties with respect to its accuracy. The terms of the sale are also posted in the Olympia Natural Resource Building and the Northeast Region offices of the Department of Natural Resources and in the Okanogan County Auditor's office.

For further information, including a copy of the Memorandum of Auction of Real Estate, please visit the DNR website at [www.dnr.wa.gov](http://www.dnr.wa.gov) or contact **Alex Penhallegon**, Project Manager, at [alex.penhallegon@dnr.wa.gov](mailto:alex.penhallegon@dnr.wa.gov) or (360) 819-3916. Reference **Okanogan W** Auction.

## **GENERAL BIDDING PROCEDURES FOR PUBLIC AUCTION OF STATE LAND**

- The bid deposit constitutes an opening bid at the appraised value, which is the minimum acceptable bid. No state-owned real property can be sold for less than its appraised value.
  - Bidding is limited to those who have made the required bid deposit and to those acting as agents who have also submitted appropriate proof of authority to so act.
  - All bidding shall be done orally.
  - The successful bidder's deposit will be retained on the day of the auction and will be applied to the purchase price upon sale confirmation.
  - If the volume of sales prevents a sale from being offered on the advertised date, the sale shall continue on the next following business day, between the hours of 10:00 a.m. and 4:00 p.m.
  - Property is not sold "subject to purchaser obtaining financing." Purchasers must obtain their own financing.
  - Sale will be awarded to the highest bidder, subject to confirmation by State under RCW 79.11.175.
  - The successful bidder will be required to execute a Memorandum of Auction of Real Estate.
  - State reserves the right to cancel the proposed public auction of any parcel of State-owned property at any time prior to the commencement of the auction.
- \* All sales are governed by the terms and conditions contained in this Real Property Sale Pamphlet and the Memorandum of Auction of Real Estate. Purchasers become legally obligated to complete their purchases in accordance with these terms upon being awarded the sale by the auctioneer, subject only to confirmation pursuant to RCW 79.11.175.

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Property, Conveyance and Title Insurance**

- In the event of a conflict between the terms set forth herein and the Memorandum of Auction, the Memorandum of Auction shall control.
- The property to be sold is described in the Real Property Sale Notice.
- All of State's interest as lessor or sub-lessor in any leases, rental, or occupancy agreements covering any portion of the property, and exclusive easements, rights of way, water rights, and other rights used in connection with the property will be conveyed unless the Real Property Sale Notice lists rights that will be reserved.
- All property sold is subject to the provisions of RCW 79.36.370 relating to easements for removal of valuable material.
- Oils, gases, minerals, etc. as described in RCW 79.11.210, are reserved from sale.
- All property is sold subject to all assessments unpaid at time of sale.
- All property is sold "**AS IS, WHERE IS.**" Bidders are encouraged to examine the property offered for sale to ascertain for themselves the condition of the property, and the existence, if any, of encumbrances, encroachments, etc. State does not make, and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, about property offered for sale, including, but not limited to any improvements located thereon, and no employee or agent of State is authorized otherwise. The foregoing specifically excludes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into any State land offered for sale. Purchaser shall fully release State from any and all liability to the Purchaser arising out of or related to the condition of the property prior to closing. Purchaser shall indemnify, defend, and hold harmless State with respect to, but not limited to any claims, damages, liabilities, penalties (civil and criminal), and any other costs, including attorney's fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the property, deposited or released after closing.
- State conveys title by quitclaim deed and shall arrange for the quitclaim deed to be executed by the Governor and recorded upon confirming that the State Treasurer has received the full purchase price and other payments required of the Purchaser.
- State does not furnish title insurance.
- Closing shall occur at the department's Olympia Natural Resources Building office.

- Purchaser must also execute any other documents necessary to consummate sale as provided herein.
- Each Bidder agrees to execute a Limited License to Inspect Property in the form attached prior to entering Property for inspection purposes.

### **Confirmation**

- State's obligation to consummate sales is subject to confirmation of sales by the department as described in RCW 79.11.175.

### **Seller's Disclosure Statement**

- If and to the extent the Property qualifies as commercial property or unimproved residential real property as defined in RCW 64.06.005, the Purchaser shall waive the right to receive a seller's disclosure statement pursuant to Chapter 64.06 RCW. Attached to this Notice is a completed copy of the Environmental section of the statutory disclosure form. Purchaser shall waive the right to rescind this Agreement as provided in Chapter 64.06 RCW.

### **Purchase Price and Payment**

- The purchase price consists of the amount of the winning bid, which will be at or above the appraised fair market value and other charges as per the Real Property Sales Notice applicable to this sale.
- Full payment of the purchase price shall be made in the form and within the time specified in the Real Property Sale Notice.

### **Destruction or Condemnation**

- If on or before the date set for full payment of the purchase price, the property is either materially damaged, or condemnation proceedings are commenced with respect to the property, Purchaser shall have the right, at its sole election, by giving notice to State, either to terminate the purchase or to purchase the property. If Purchaser elects to terminate the purchase, the bid deposit will be returned to Purchaser and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the property, insurance proceeds, if any, or condemnation awards payable by reason of the damage or condemnation shall be paid to Purchaser.

### **Notices**

- Any notices given by State to the successful bidder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, addressed to the bidder at the last address furnished by him or her in writing.

## **Proration**

- State property is not subject to real property taxation. After the sale, this property may be subject to a proration of the current year's taxes.

## **Real Estate Commission**

- State does not engage real estate agents in connection with public auction sales. Any real estate agent or broker acting in connection with any sale shall be deemed to be the sole agent of Purchaser, and Purchaser shall pay any real estate commission payable in connection therewith.

## **Assignment**

- No purchaser of State land may assign its purchase rights without the prior written consent and acceptance by the State, which consent and acceptance the State can withhold in its sole and absolute discretion.

## **Possession**

- Purchaser of State land is entitled to possession upon execution of the deed by the Governor, subject to any existing leases and rights of persons in possession of the property, unless otherwise noted in the Real Property Sale Notice.

## **Miscellaneous**

- Venue for any disputes involving auction sales shall be in Thurston County.
- The representations, warranties, and obligations of Purchaser that are intended to be operative on and after conveyance in order to be fully effective shall be so operative and shall be deemed not to have merged in the deed.

This Real Property Sale Pamphlet is issued pursuant to RCW 79.11.130. Bidders may obtain a copy of the Memorandum of Auction of Real Estate at [www.dnr.wa.gov](http://www.dnr.wa.gov) or by calling 360-902-1600. The Memorandum contains the complete terms applicable to this sale.

For further information contact:

**Alex Penhallegon**, Project Manager  
Washington State Department of Natural Resources  
Phone: (360) 819-3916  
E-mail: [alex.penhallegon@dnr.wa.gov](mailto:alex.penhallegon@dnr.wa.gov)  
Reference: Sale Pamphlet No. 69





WASHINGTON STATE DEPT OF  
**NATURAL  
RESOURCES**

**PUBLIC AUCTION**

State-owned parcel in Okanogan County



**Date: 9/26/2024**

**Time: 1:00pm**

**Place: Commissioners Hearing Room,  
Okanogan County Commissioners,  
123 5th Ave N, Ste 150, Okanogan, WA  
98840**

**LIMITED LICENSE TO INSPECT PROPERTY**

In consideration for the State granting \_\_\_\_\_ [name of bidder] (“Bidder”) the legal authority to enter the property legally described in the Real Property Sale Notice for the Okanogan Parcel W property in Okanogan County hereto (Property) for the purpose of inspecting the Property prior to the auction of the same, the undersigned as principle, or as agent for the principle with full lawful authority to execute this license, agrees to defend, protect, save, and hold harmless the State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney's and paralegal's fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant's fees and costs) suffered due to the actions of the Bidder and actions of the Bidder's agents or employees in exercising such rights of entry or inspections under this License. The Bidder will be responsible for the payment of any fines or penalties charged against the State or the Bidder, or for any employees or equipment while under the Bidder’s control, employment, or direction. This license limits the inspection rights to visual inspection only; there will not be any invasive testing methods used without additional written authority from the State.

Bidder:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SELLER DISCLOSURE: RESIDENTIAL REAL PROPERTY

(1) In a transaction for the sale of unimproved residential property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW [64.06.010](#), or unless the transfer is otherwise exempt under RCW [64.06.010](#), deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA". If the answer is "yes" to any \* items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT see attached Exhibit A.

("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS,

Seller's Initial AP Date 7/10/2024 Seller's Initial \_\_\_\_\_ Date \_\_\_\_\_

PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller . . . . is/ . . .X . is not occupying the property.

### 7. ENVIRONMENTAL

- Yes  No       Don't know \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- Yes  No       Don't know \*B. Does any part of the property contain fill dirt, waste, or other fill material?
- Yes  No       Don't know \*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- Yes  No       Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
- Yes  No       Don't know \*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- Yes  No       Don't know \*F. Has the property been used for commercial or industrial purposes?
- Yes  No       Don't know \*G. Is there any soil or groundwater contamination?
- Yes  No       Don't know \*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
- Yes  No       Don't know \*I. Has the property been used as a legal or illegal dumping site?
- Yes  No       Don't know \*J. Has the property been used as an illegal drug manufacturing site?
- Yes  No       Don't know \*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

Seller's Initial AP Date 7/10/2024      Seller's Initial \_\_\_\_\_ Date \_\_\_\_\_

DATE 07/10/2024 SELLER AP SELLER \_\_\_\_\_

### NOTICE TO THE BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

### II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW [64.06.050\(2\)](#), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE

Seller's Initial AP Date 7/10/2024 Seller's Initial \_\_\_\_\_ Date \_\_\_\_\_

STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER \_\_\_\_\_

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

Seller's Initial AP Date 7/10/2024 Seller's Initial \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of Government lot 2 of Section 3, Township 33 North, Range 25 East, Willamette Meridian, Okanogan County, Washington.

Seller's Initial AP Date 7/10/2024    Seller's Initial \_\_\_\_\_ Date \_\_\_\_\_