



WASHINGTON STATE DEPT OF
**NATURAL
RESOURCES**

PUBLIC AUCTION REAL PROPERTY FOR SALE

REAL PROPERTY SALE PAMPHLET NO. 68

Auction Date: April 11, 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
Klickitat	02-106405	\$92,500	\$3,000	10.34	Cliffside Estates Lot 3



WASHINGTON STATE DEPT OF
**NATURAL
RESOURCES**

REAL PROPERTY SALE NOTICE

Klickitat 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: Cliffside Estates Lot 3

Klickitat County Tax Parcel #: 06100817020300

Legal Description: A portion of the southwest quarter of the northeast quarter of Section 8, Township 6, North, Range 10 East, W.M., Klickitat County, Washington described as follows:

Lot 3 of Klickitat Boundary Line Adjustment number BLA 2017-02 as shown on map recorded in on January 9, 2018 in Volume 1 of Boundary Line Adjustments at pages 462 through 462C, Auditor’s file Number 1127244, records of Klickitat County, Washington.

Minimum Bid \$92,500

Bid Deposit \$4,600

Transaction Costs \$3,000

Sale Location and Time

Sale will be by oral bid at public auction.

Date: Thursday, April 11, 2024
Time: Auction check-in starts at 1:00 PM; Oral bidding starts at 1:30 PM
Location: Klickitat County Services Building
Mount Adams Conference Room
115 W. Court Street
Goldendale, WA 98620

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 (\$4,600). 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 1:00pm 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 and Southeast Region offices of the Department of Natural Resources and in the Klickitat County Auditor's office in the State of Washington.

For further information, including a copy of the Memorandum of Auction of Real Estate, please visit the DNR website at www.dnr.wa.gov or contact Robert Winslow, Project Manager, at robert.winslow@dnr.wa.gov or (360) 480-7803. Reference the Cliffside Estates Lot 3 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 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 or by calling 360-902-1600. The Memorandum contains the complete terms applicable to this sale.

For further information contact:

Robert Winslow, Project Manager
Washington State Department of Natural Resources
Phone: (360) 480-7803
E-mail: robert.winslow@dnr.wa.gov
Reference: Sale Pamphlet No. 68

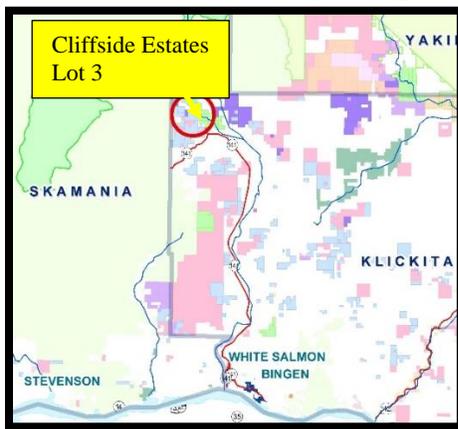


WASHINGTON STATE DEPT OF
**NATURAL
RESOURCES**

PUBLIC AUCTION

State-owned Cliffside Estates Lot 3 parcel in Klickitat County

General Vicinity Map



Date: April 11, 2024

Time: 1:00 p.m. for auction check-in;
1:30 p.m. for the start of oral
bidding for the Public Auction

Place: Klickitat County Services Building
Mount Adams Conference Room
115 W. Court Street
Goldendale, WA 98620

Aerial Photo Image of the Property Area



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 No. 68 for the Cliffside Estates Lot 3 property in Klickitat 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

**State of Washington
Department of Natural Resources**

INITIAL BID DEPOSIT AND AUCTION PRE-REGISTRATION FORM

Transaction Name: Cliffside Estates Lot 3 Auction

DNR Agreement Number: 02-106405

Description of Property: **See Real Property Sale Notice associated with Real Property Sale Pamphlet No. 68.**

_____ hereby submits the following initial bid deposit for the
Cliffside Estates Lot 3.
(Print full, your name or legal company name)

(Street address, City, State, Zip Code)

(Phone Number) _____

Payments

Lump Sum Bid at Oral Action:	\$ _____
Initial Bid Deposit:	- \$ 4,600
Transaction Costs:	+ \$ 3,000
Tenant Improvement Costs	+ \$ <u>0</u>
Balance	= \$ _____

The successful high bidder at the oral auction to be held on April 11, 2024, starting at 1:30 p.m., is required to sign the Report of Auction of State Lands and Memorandum of Auction of Real Estate for the Cliffside Estates Lot 3 property on the auction date at the Klickitat County Services Building, Mount Adams Conference Room in Goldendale. The location of the Klickitat County Services Building is the following:

**Klickitat County Services Building
Mount Adams Conference Room
115 W. Court Street
Goldendale, WA 98620**

INITIAL BID DEPOSIT

Initial Bid Deposit Amount: \$ _____

[Note: **Minimum initial bid deposit is \$4,600** to bid on this Cliffside Estates Lot 3 auction.]
Initial bid deposits **must be received by the DNR Southeast Region Office in the mail prior to April 9, 2024, or be submitted in person to the DNR staff present at the Klickitat County Services Building, Mount Adams Conference Room in Goldendale starting at 1:00 p.m. on April 11, 2024.**

Initial Bid Deposit Type:

- Cash, certified check, cashier's check, or money order
 Per Sale Bid Bond _____

Within ten (10) days of the Auction Date, the successful bidder agrees to pay in cash to State the listed Transaction Costs and any other listed fees in the Real Property Sale Notice and/or the Report of Auction of State Lands and Memorandum of Auction of Real Estate.

Within ten (10) days of the Auction Date, if the successful bidder used a bid bond as an initial bid deposit, the successful bidder agrees to pay in cash to State the full payment of the required bid deposit.

Within thirty (30) days of the Auction Date, the successful bidder agrees to pay in cash to State the balance of the Purchase Price (Balance) and all costs, assessments, prorations, charges due as set forth on the Report of Auction of State Lands and Memorandum of Auction of Real Estate.

Bidder's Warranty and Bid Signature

By signing and submitting this bid as an offer to purchase real property from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the real property being sold. Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the real property, formed after their own examination and inspection of the real property being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the acreage, appraisals, pre-bid documentation, or any other representation by the Washington State Department of Natural Resources.

_____ Date _____
(Signature of Authorized Representative submitting this bid)

(Print **name and title** of Authorized Representative submitting this bid)

Note: All transaction sales are subject to confirmation by the Commissioner of Public Lands (RCW 79.15.120)

SELLER DISCLOSURE:
 RESIDENTIAL REAL PROPERTY
Cliffside Estates Lot 3 – DNR Seller
Disclosure for land for environmental
section

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?

7.B. – The driveway appears to have been constructed using cuts and fills overlain with some rock ballast.

Seller's Initial RSW Date 2/29/2024 Seller's Initial _____ Date _____

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 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 RTW Date 2/29/2024 Seller's Initial _____ Date _____

EXHIBIT A

LEGAL DESCRIPTION

Cliffside Estates Lot 3 Property; Transaction No. 02-106405
Portion of Section 8, T6N, R10E
Klickitat County, Washington

A portion of the southwest quarter of the northeast quarter of Section 8, Township 6, North,
Range 10 East, W.M., Klickitat County, Washington described as follows:

Lot 3 of Klickitat Boundary Line Adjustment number BLA 2017-02 as shown on map recorded
in on January 9, 2018 in Volume 1 of Boundary Line Adjustments at pages 462 through 462C,
Auditor's file Number 1127244, records of Klickitat County, Washington.

Seller's Initial RAW Date 2/29/2024 Seller's Initial _____ Date _____