PUBLIC AUCTION
REAL PROPERTY FOR SALE

REAL PROPERTY SALE PAMPHLET NO. 59

Auction Date: Thursday, March 30, 2023

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	Licensee Owned Improvement Payment	Approx. Acres	Property Name
Spokane	02-097673	$120,000	$0	$0	13.1 +/-	Picnic Pines
Spokane	02-097674	$ 50,000	$0	$4,349.06	0.36 +/-	East Joseph

Information contained herein has been obtained from sources considered reliable but the State specifically disclaims any warranties, express or implied, that the information is accurate. Information may be changed without notice.

WASHINGTON STATE DEPT OF
NATURAL
RESOURCES

REAL PROPERTY SALE NOTICE

Spokane 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 sealed written bid public auction to the highest bidder.

Property Descriptions:

1. Picnic Pines

Tax Parcel No.: 14163.9015
This 13.1 acre undeveloped property is located just east of Medical Lake and approximately 14 miles southwest of the City of Spokane. Portions of the property fronts on Silver Lake Road. The property is zoned rural transitional (RT) and low density residential (LDR), which may permit up to one dwelling unit per 10 acres.

Legal Description for Picnic Pines:
That portion of the West Half of the Northeast Quarter of the Southwest Quarter and the West half of the Southeast Quarter of the Southwest Quarter of Section 16, Township 24 North, Range 41 East, W.M., lying westerly of the following described line:
Beginning at a point on the south line of said West Half of the Southeast Quarter of the Southwest Quarter at a point which bears N 87°33'32" E 209.452 feet from the southwest corner of said subdivision, basis of bearing per Washington Department of Natural Resources survey No. 66 rotated to WCS NAD 83/91; thence N 03°00'14" W 692.50 feet to the southerly margin of a 60 foot right of way as measured from an exist roadway and a curve to the right whose radius point bears N 22°21'48" E 100.00 feet; thence northwesterly along said curve and margin through a central angle of 67°38'12" an arc length 118.05 feet; thence continuing along said margin, N 00°00'00" W 150.39 feet, N 08°03'30" E 443.89 feet, N 00°00'00" W 269.64 feet to a curve to the left whose radius point bears west 70.00 feet; thence northwesterly along

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said curve through a central angle of 74°18'56" an arc length of 90.79 feet to the centerline of said Silver Lake Road; thence along said Silver Lake Road N 24°00'19" E 79.28 feet, N 23°09'22" E 179.85 feet, N 05°24'02" E 96.93 feet, N 10°56'43" W 92.09 feet, N 19°17'18" W 163.42 feet, N 23°42'40" W 128.52 feet, N 12°37'31" W 112.55 feet, N 01°56'34" W 96.77 feet, N 03°05'45" E 75.02 feet to the north line of said West Half of the Northeast Quarter of the Southwest Quarter and the terminus of said line description.

Minimum Bid $120,000 Bid Deposit $6,000 Transaction Costs $0

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2. East Joseph

Tax Parcel No.: 36341.2504
This 0.36 acre undeveloped property is located approximately 7 miles northeast of downtown Spokane, lying within the city limits of Spokane, and has frontage on East Joseph Avenue. The property is zoned light industrial.

Legal Description for East Joseph:
Lots 5, 6, and 7 of Block 9 of "McCabes Addition" Plat, filed January 10, 1891, under Book "C", Page 54 of the Spokane County Auditor records, said Lots located in Section 34, Township 26 North, Range 43 East, W.M., Spokane County, Washington.

Minimum Bid $50,000 Bid Deposit $2,500 Transaction Costs $0

Payment for Licensee Owned Improvements $4,349.06

Sale Location and Time

Sale will be by written sealed bid at public auction.

Date: Thursday, March 30, 2023

Time: Bids will be opened at 10:00 a.m.

Location: DNR - Deer Park Work Center
1002 E. Crawford St.
Deer Park, WA 99006

Directions to Auction Location: From Spokane travel north via highway US-395 for approximately 29.07 miles. Turn right onto W Crawford St. (W Crawford St becomes E Crawford St). The Deer Park Work Center at 1102 E Crawford St is on the right side of the

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road (your destination is just past Forest Ave; if you reach Forest Road, then you've gone a little too far).

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 in the form of bid bond acceptable to the State . 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 pre-register for the auction by depositing with the Department of Natural Resources an initial bid deposit and auction pre-registration form for the amount specified above for the parcel the person wishes to bid upon. 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 the Purchaser.

Initial bid deposits and auction pre-registration forms may be submitted as follows:

- **Prior to Auction:** Drop off or mail to: DNR – Northeast Region Office, 225 S. Silke Road, Colville, WA 99114-9369. Must be received by the region office by 4:30 p.m., March 29, 2023.
- **Auction Day – At the Auction:** Hand the initial bid deposits and auction pre-registration forms directly to the DNR staff at the auction at the DNR - Deer Park Work Center, 1002 E. Crawford St., Deer Park, WA 99006, between 9:30 a.m. and 10:00 a.m., or as the auction start time may be extended by the auctioneer on March 30, 2023, prior to the opening of written bids.

Checks received in person at the auction will be returned to the unsuccessful bidders at the conclusion of the auction. Bid deposit checks mailed in to DNR's NE Region Office, will be returned by mail.

At the close of bidding, the successful bidder (Purchaser) is required to execute a Report of Auction and Memorandum of Auction of Real Estate agreement within 10 days of the auction date at the region office where the auction was held or at the Natural Resources Building; 4th Floor, State Lands – Acquisitions and Divestitures, 1111 Washington Street SE, Olympia, WA 98504-7014. The balance of the purchase price and all other associated costs shall be due to the Department of Natural Resources at its Northeast Region Office in Colville, or the Natural Resources Building in Olympia as prescribed in the Report of Auction and Memorandum of Auction of Real Estate.

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Closing shall be as soon as practical for the 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 initial 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 parcels 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 Northeast Region offices of the Department of Natural Resources and in the Spokane 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 Deborah Whitney, Project Manager, at deborah.whitney@dnr.wa.gov or (360) 995-3181. Reference: Picnic Pines & East Joseph Auction #59.

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GENERAL BIDDING PROCEDURES FOR PUBLIC AUCTION OF STATE LAND

- All bidding shall be done in a written sealed bid form identical to that present in the form as attached hereto as Exhibit B of Real Property Sale Notice. All bids must include the completed sealed bid form and bid deposit.
- Bids submitted on the day of auction must be in the bid box at the specified auction location before 10:00 a.m. The respective region office must receive mailed bids by 4:30 p.m., on the last business day before the auction. Bidders assume all risk for the method of delivery.
- State has the right to reject bid forms that are completed incorrectly. All bid forms must have an original signature on behalf of the person or entity submitting the bid, and must be on the form provided in this Real Property Sale Notice or a photocopy thereof. Revised documents are not permissible.
- Bids will be opened in the order in which properties appear in the Real Property Sale Notice (by agreement number).
- If a tie bid occurs, the names of the tie bidders will be placed in a hat and the successful bidder will be determined by a drawing.
- 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.
- 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.
- Auctions will start at 10:00 a.m. and close at 4:00 p.m. on the date and at the location specified in each Real Property Sale Notice. 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 Report of Auction and Memorandum of Auction of Real Estate.

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- 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 Notice and the Report of Auction and 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.*

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GENERAL TERMS AND CONDITIONS OF SALE

Property, Conveyance and Title Insurance

- The State reserves the right to waive minor irregularities and the right to reject any or all bids.
- The Real Property Sale Notice is a summary of property sale information. For more specific information, interested parties are encouraged to view the posted property information on the DNR internet site at: www.dnr.wa.gov, by selecting Managed Lands from the home page and then selecting Land Transactions and then selecting information about the auction or auction property of interest.
- The Real Property Sale Notice pamphlets may be obtained at no charge by visiting the DNR region office where the auction will take place.
- In the event of a conflict between the terms set forth herein and the Report of Auction and Memorandum of Auction of Real Estate, the Report of Auction and Memorandum of Auction of Real Estate shall control. The Report of Auction and Memorandum of Auction of Real Estate contains extensive terms and conditions that will be binding upon successful high bidders. Each bidder should carefully review all terms contained in the appropriate DRAFT Report of Auction and Memorandum of Auction of Real Estate prior to bidding on a property, and should review the final contract prior to signing. The DRAFT Report of Auction and Memorandum of Auction of Real Estate document is posted to the DNR transaction internet page and is available upon request at the DNR region office where the auction will take place.
- 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

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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 hereto as Exhibit A of the Real Property Sale Notice 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.

Eligibility to Bid

In order to bid on State land sales you must be:

- 18 years of age
- Authorized to submit bid

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

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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 Sale Notice applicable to this sale.
- Full payment of the purchase price and any fees shall be made in the form and within the time specified in the Real Property Sale Notice and the Report of Auction and Memorandum of Auction of Real Estate.

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.

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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:

Deborah Whitney, Project Manager
Washington State Department of Natural Resources
Phone: (360) 995-3181
Email: deborah.whitney@dnr.wa.gov
Reference: Sale Pamphlet No. 59

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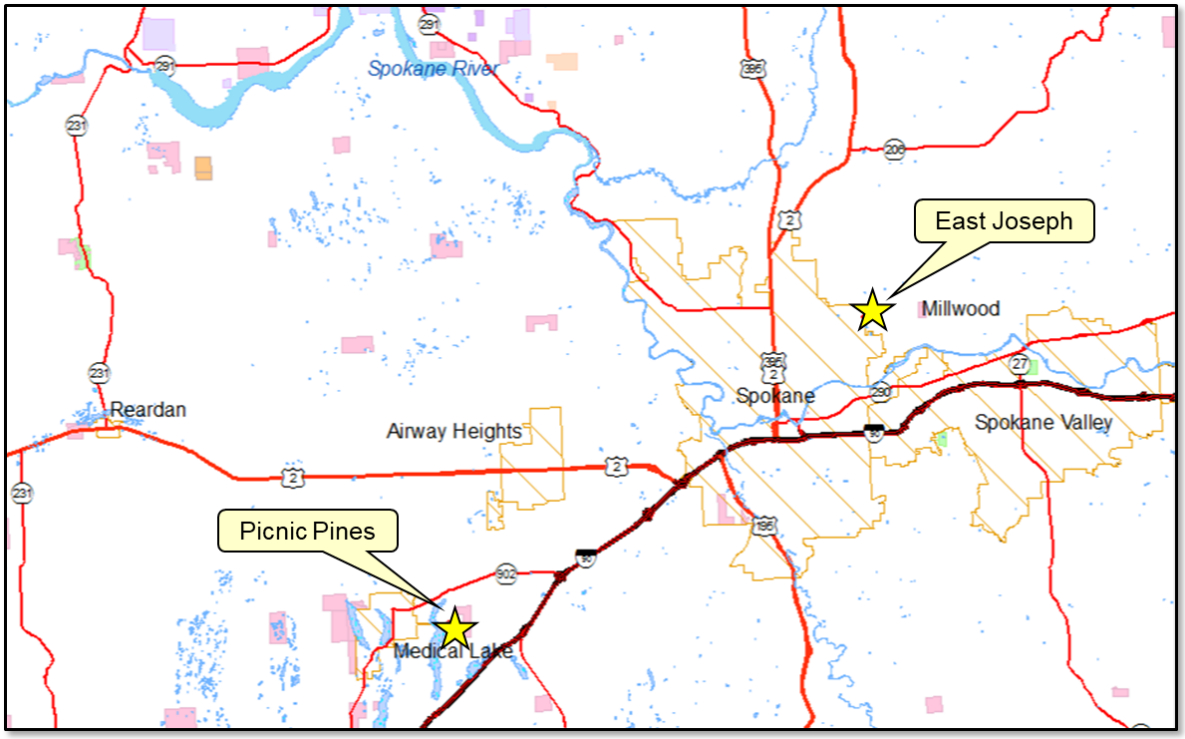
PUBLIC AUCTION

State-owned parcels in Spokane County

Date:	**Thursday, March 30, 2023**
Time:	**10:00 a.m. for Bid Opening for Written Sealed Bids**
Location:	DNR - Deer Park Work Center 1002 E. Crawford St. Deer Park, WA 99006

Vicinity of Auction Properties



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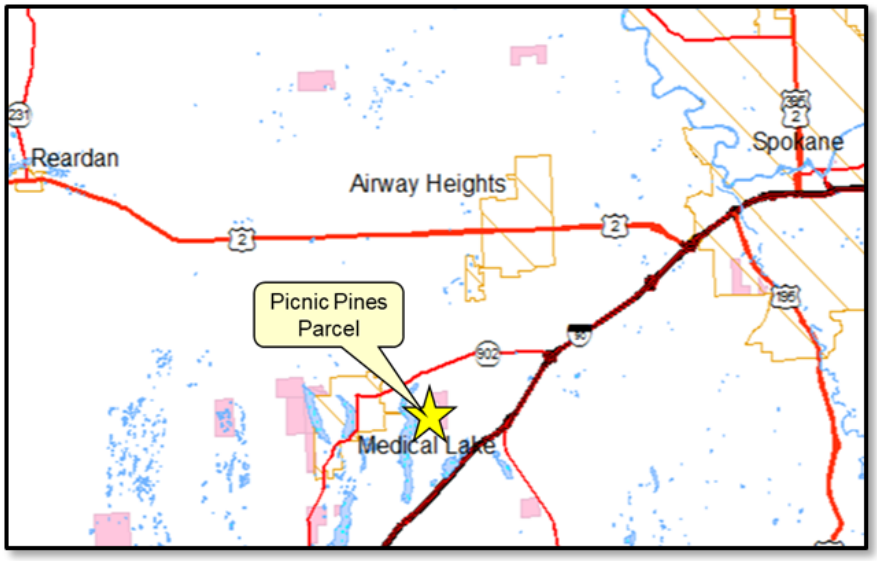
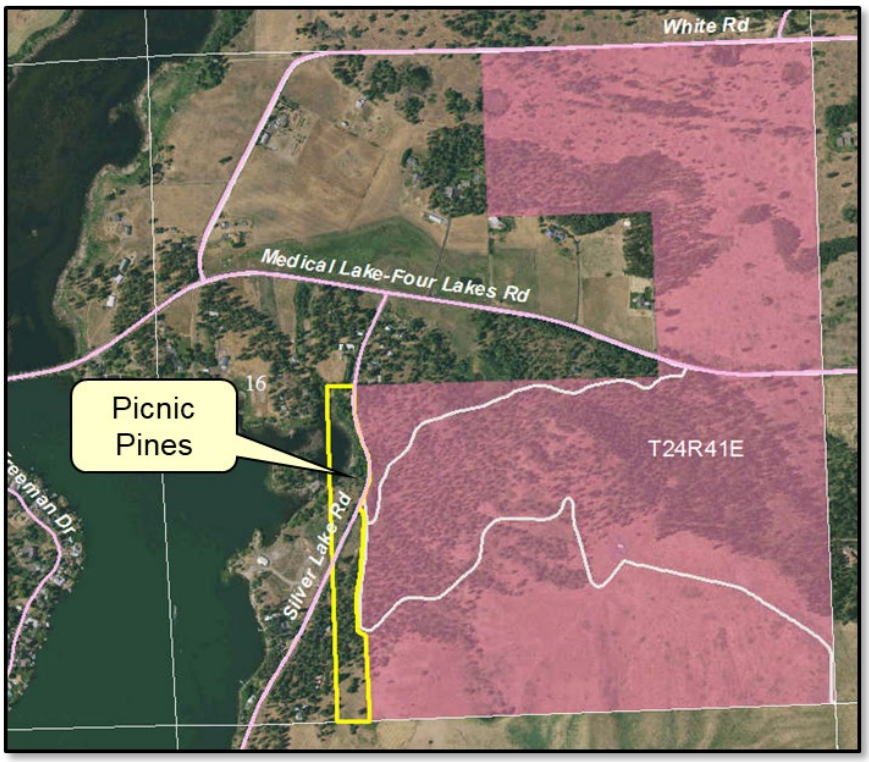
PUBLIC AUCTION – PICNIC PINES

Tax Parcel No.: 14163.9015
Legal Descr. (abbr): Ptns of SW1/4, Sec, 16, T24N, R41E, W.M., Spokane County, WA





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LIMITED LICENSE TO INSPECT PROPERTY

PICNIC PINES AUCTION 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 Picnic Pines property in Spokane 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

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SEALED BID FORM AND INSTRUCTIONS

PICNIC PINES AUCTION

FOLLOWING 3 PAGES

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State of Washington
Department of Natural Resources

SEALED BID FORM

Transaction Name: **Picnic Pines Auction** DNR Agreement Number: **02-097673**

Description of Property: **See Real Property Sale Notice associated with Real Property Sale Pamphlet No. 59.**

_____ hereby submits the following bid for the Picnic Pines property.
(Print full, your name or legal company name)

_____
_____
_____
(Street address, City, State, Zip Code) (Phone Number)_____

Purchase Price (Not Including Fees) $ _____ **For Property Total Sale**

Payments

Initial Bid Deposit:	- $ 6,000
Transaction Costs:	+ $ 0
Tenant Improvement Costs	+ $ 0
Balance	= $ _____

The successful high bidder is required to sign the Report of Sale and Memorandum of Auction of Real Estate for the Picnic Pines property within 10 days of the auction date at the DNR – Northeast Region Office, located at:

Northeast Region Office
225 S. Silke Road
Colville, WA 99114-9369

INITIAL BID DEPOSIT

Initial Bid Deposit Amount: $ _____

[Note: **Minimum bid deposit is $6,000** to bid on this Picnic Pines auction.] Bids must be received by the DNR Northeast Region Office in the mail prior to March 29, 2023, or be submitted in person to the DNR staff present at the DNR – Deer Park Work Center, located at

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1002 E. Crawford St, Deer Park, WA 99006, between 9:30 a.m. to 10:00 a.m. on March 30, 2023.

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 DNR Administrative Fee and any other listed fees in the Real Property Sale Notice and/or the Report of Sale 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 forty five (45) 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 Sale 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)

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Instructions for completing Sealed Bid Form

All bids submitted for the purchase of property being sold by the State must have an original signature on behalf of the person or entity submitting the bid, and must be on the form provided in this booklet or a photocopy thereof. The DNR will not accept bids that are not signed, and will not accept bids that are not on the current, approved bid form. All appropriate blanks on the bid form must be completed, including the bid bond number if the bidder is relying upon a bid bond for bid deposit.

For more specific information contact the appropriate DNR region office.

In-Person Bids

A. Sealed bids must be in the auction box before 10:00 a.m. on the day of auction at the location specific in the Real Property Sale Notice.
B. Sealed bids must be submitted in an envelope with the name of the property for sale, the bidder's name and the DNR agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must also be inserted where indicated on the form and must be on the bid bond, if using a bid bond. The bid form must be signed by an authorized representative. When a bidder has more than one person authorized to bid, documentation of those persons with signature authority for bidding must accompany the bid or be on file at the DNR region office. Sealed bid envelopes are available at all DNR region offices. One bid per envelope.
C. Sealed bid envelopes **must** contain a completed bid form and a bid deposit. Sealed bid envelopes **may** contain a check for fees.

Mailed Bids

A. Bids that are mailed are required to have printed on the outside: "DO NOT OPEN UNTIL SALE DATE. SEALED BID ENCLOSED". The sealed bid envelope(s) will be enclosed inside the mailed-in envelope. Mailed bids must be submitted in an envelope with the name of the property for sale, the bidder's name and the DNR agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same on the bid bond, if using a bid bond. The Sealed Bid Form must be signed by an authorized representative. When a bidder has more than one person authorized to bid, documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. Mail-in envelopes are available at all region offices. One bid per mailed in envelope.
B. Bids that are mailed will be accepted up to 4:30 p.m. the last business day before the auction by the region office in which the sale is located. Bidders assume the risk for the method of delivery. The State assumes no responsibility of any delays caused by any delivery service.
C. Sealed bid envelopes **must** contain a completed bid form and a bid deposit. Sealed bid envelopes **may** contain a check for fees.

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SELLER ENVIRONMENTAL DISCLOSURES – PICNIC PINES

Picnic Pines – DNR Seller Disclosure for land - environmental section

7. ENVIRONMENTAL

[ ] Yes [x] 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	[x] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
[ ] Yes [x] No	[ ] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
[x]Yes [ ] No	[ ] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
[ ] Yes [ ] No	[x] 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 ?
[x]Yes [ ] No	[ ] Don't know	*F. Has the property been used for commercial or industrial purposes?
[ ] Yes [ ] No	[x] Don't know	*G. Is there any soil or groundwater contamination?
[ ] Yes [ ] No	[x] 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 [x] No	[ ] Don't know	*I. Has the property been used as a legal or illegal dumping site?
[ ] Yes [ ] No	[x] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
[ ] Yes [ ] No	[x] Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

7 D - Are there any shorelines, wetlands, floodplains, or critical areas on the property?

- Silver lake wetlands

7 F- Has the property been used for commercial or industrial purposes?

Formerly leased to Picnic Pines mobile home park starting Sep 9, 1969, and was Cancelled October 11, 2016. This property also has a septic system and overflow area. Existing septic system was installed in around 1980 and is currently nonfunctioning and non-usable. Septic does not meet current county specifications.

Seller's Initial _____ Date_____ Seller's Initial _____ Date_____

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DATE_____BUYER_____BUYER_____

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EXHIBIT A TO SELLER'S DISCLOSURE

PICNIC PINES PUBLIC AUCTION

Legal Description

Portions of Section 16, T24N, R41 East, W.M.
Spokane County, Washington

That portion of the West Half of the Northeast Quarter of the Southwest Quarter and the West half of the Southeast Quarter of the Southwest Quarter of Section 16, Township 24 North, Range 41 East, W.M., lying westerly of the following described line:

Beginning at a point on the south line of said West Half of the Southeast Quarter of the Southwest Quarter at a point which bears N 87°33'32" E 209.452 feet from the southwest corner of said subdivision, basis of bearing per Washington Department of Natural Resources survey No. 66 rotated to WCS NAD 83/91; thence N 03°00'14" W 692.50 feet to the southerly margin of a 60 foot right of way as measured from an exist roadway and a curve to the right whose radius point bears N 22°21'48" E 100.00 feet; thence northwesterly along said curve and margin through a central angle of 67°38'12" an arc length 118.05 feet; thence continuing along said margin, N 00°00'00" W 150.39 feet, N 08°03'30" E 443.89 feet, N 00°00'00" W 269.64 feet to a curve to the left whose radius point bears west 70.00 feet; thence northwesterly along said curve through a central angle of 74°18'56" an arc length of 90.79 feet to the centerline of said Silver Lake Road; thence along said Silver Lake Road N 24°00'19" E 79.28 feet, N 23°09'22" E 179.85 feet, N 05°24'02" E 96.93 feet, N 10°56'43" W 92.09 feet, N 19°17'18" W 163.42 feet, N 23°42'40" W 128.52 feet, N 12°37'31" W 112.55 feet, N 01°56'34" W 96.77 feet, N 03°05'45" E 75.02 feet to the north line of said West Half of the Northeast Quarter of the Southwest Quarter and the terminus of said line description.

Rynea L Edwards, PLS 45158
State Land Survey Unit
PO Box 47030
Olympia, WA 98504-7030
Dated 3/15/2018

Seller's Initial _____ Date_____ Seller's Initial _____ Date_____

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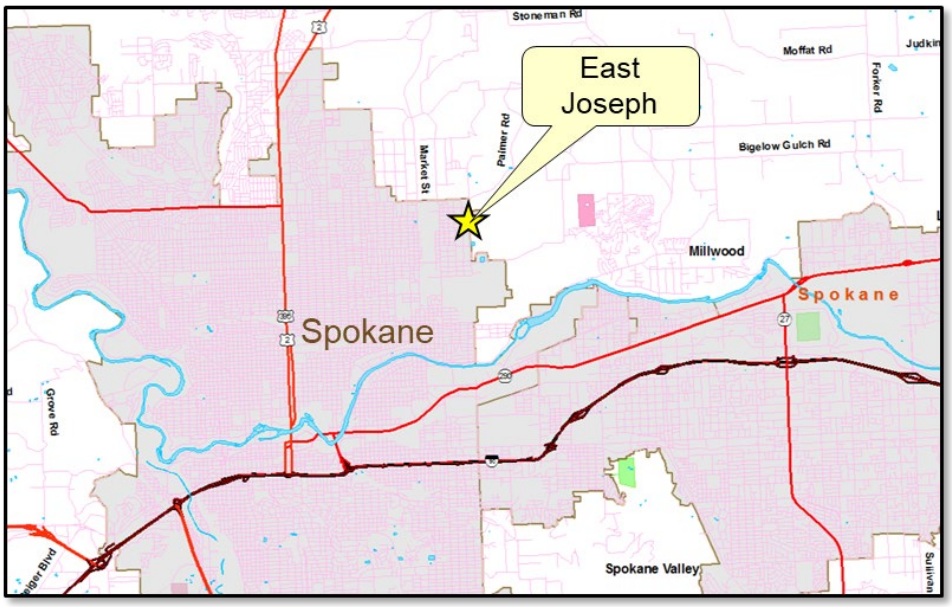
PUBLIC AUCTION – EAST JOSEPH

Tax Parcel No.: 36341.2504
Legal Descr. (abbr): Ptns of SE1/4 of the SE1/4 of the NE1/4, Sec. 34, T26N, R43E, W.M., Spokane County, WA



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LIMITED LICENSE TO INSPECT PROPERTY

EAST JOSEPH AUCTION 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 East Joseph property in Spokane 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

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SEALED BID FORM AND INSTRUCTIONS

EAST JOSEPH AUCTION

FOLLOWING 3 PAGES

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State of Washington
Department of Natural Resources

SEALED BID FORM

Transaction Name: **East Joseph Auction** DNR Agreement Number: **02-097674**

Description of Property: **See Real Property Sale Notice associated with Real Property Sale Pamphlet No. 59.**

_____ hereby submits the following bid for the East Joseph property. The successful high bidder must also pay, within 10 calendar days of the auction, the full payment for the Licensee Improvement Costs as noted below.

(Print full, your name or legal company name)

_____

_____

_____

(Street address, City, State, Zip Code) (Phone Number)_____

Purchase Price (Not Including Fees) $ _____ **For Property Total Sale**

Payments

Initial Bid Deposit:	- $	2,500.00
Transaction Costs:	+ $	0.00
Licensee Improvement Costs	+ $	4,349.06
Balance	= $ _____	

The successful high bidder is required to sign the Report of Sale and Memorandum of Auction of Real Estate for the East Joseph property within 10 days of the auction date at the DNR – Northeast Region Office, located at:

Northeast Region Office
225 S. Silke Road
Colville, WA 99114-9369

INITIAL BID DEPOSIT

Initial Bid Deposit Amount: $ _____
[Note: **Minimum bid deposit is $2,500** to bid on this East Joseph auction.] Bids must be

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received by the DNR Northeast Region Office in the mail prior to March 29, 2023, or be submitted in person to the DNR staff present at the DNR – Deer Park Work Center, located at 1002 E. Crawford St, Deer Park, WA 99006, between 9:30 a.m. to 10:00 a.m. on March 30, 2023.

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 DNR Administrative Fee and any other listed fees in the Real Property Sale Notice and/or the Report of Sale 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 forty five (45) 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 Sale 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)

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Instructions for completing Sealed Bid Form

All bids submitted for the purchase of property being sold by the State must have an original signature on behalf of the person or entity submitting the bid, and must be on the form provided in this booklet or a photocopy thereof. The DNR will not accept bids that are not signed, and will not accept bids that are not on the current, approved bid form. All appropriate blanks on the bid form must be completed, including the bid bond number if the bidder is relying upon a bid bond for bid deposit.

For more specific information contact the appropriate DNR region office.

In-Person Bids

A. Sealed bids must be in the auction box before 10:00 a.m. on the day of auction at the location specific in the Real Property Sale Notice.
B. Sealed bids must be submitted in an envelope with the name of the property for sale, the bidder's name and the DNR agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must also be inserted where indicated on the form and must be on the bid bond, if using a bid bond. The bid form must be signed by an authorized representative. When a bidder has more than one person authorized to bid, documentation of those persons with signature authority for bidding must accompany the bid or be on file at the DNR region office. Sealed bid envelopes are available at all DNR region offices. One bid per envelope.
C. Sealed bid envelopes **must** contain a completed bid form and a bid deposit.
Sealed bid envelopes **may** contain a check for fees.

Mailed Bids

A. Bids that are mailed are required to have printed on the outside: "DO NOT OPEN UNTIL SALE DATE. SEALED BID ENCLOSED". The sealed bid envelope(s) will be enclosed inside the mailed-in envelope. Mailed bids must be submitted in an envelope with the name of the property for sale, the bidder's name and the DNR agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same on the bid bond, if using a bid bond. The Sealed Bid Form must be signed by an authorized representative. When a bidder has more than one person authorized to bid, documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. Mail-in envelopes are available at all region offices. One bid per mailed in envelope.
B. Bids that are mailed will be accepted up to 4:30 p.m. the last business day before the auction by the region office in which the sale is located. Bidders assume the risk for the method of delivery. The State assumes no responsibility of any delays caused by any delivery service.
C. Sealed bid envelopes **must** contain a completed bid form and a bid deposit. Sealed bid envelopes **may** contain a check for fees.

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SELLER ENVIRONMENTAL DISCLOSURES – EAST JOSEPH

7. ENVIRONMENTAL

[ ] Yes [x] 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?
[x]Yes [ ] No	[ ] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
[ ] Yes [x] 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 [x] No	[ ] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
[ ] Yes [ ] No	[x] 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 ?
[x]Yes [ ] No	[ ] Don't know	*F. Has the property been used for commercial or industrial purposes?
[ ] Yes [ ] No	[x] Don't know	*G. Is there any soil or groundwater contamination?
[ ] Yes [ ] No	[x] 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	[x] Don't know	*I. Has the property been used as a legal or illegal dumping site?
[ ] Yes [ ] No	[x] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
[ ] Yes [ ] No	[x] Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

7 B - Does any part of the property contain fill dirt, waste, or other fill material?

- Fill dirt and Gravel

7 F.- Has the property been used for commercial or industrial purposes?

- Temporary use lease for storage and security

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EAST JOSEPH PUBLIC AUCTION

Legal Description

Portion of Section 34, Township 26 North, Range 43 East, W.M.
Spokane County, Washington

Lots 5, 6, and 7 of Block 9 of "McCabes Addition" Plat, filed January 10, 1891, under Book "C", Page 54 of the Spokane County Auditor records, said Lots located in Section 34, Township 26 North, Range 43 East, W.M., Spokane County, Washington.

Kathryn C. Schalk, PLS 44918
Land Surveyor
Land Survey Unit
P.O. Box 47030
Olympia, WA 98504-7030
Dated 9/13/18

Seller's Initial _____ Date_____ Seller's Initial _____ Date_____

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