



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

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 the State's interest as lessor or sublessor 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. The 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 the 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 the 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 the 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.
- The State conveys title by quitclaim deed executed by the Governor of the State of Washington. Official delivery of the deed to the Purchaser from the State will be by recording at the Purchaser's expense pursuant to RCW 65.08.095. Purchaser shall also pay the County processing fee for the Real Estate Sale Excise Tax Affidavit.

The State 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.

- The 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 license in the form attached prior to entering the Property for inspection purposes.

Confirmation

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

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, the Purchaser shall have the right, at its sole election, by giving notice to the 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 the Purchaser and all rights and obligations of the Purchaser and State shall terminate. If the 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 the 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.

Prorations

- The State will prorate all rents and other income, if any, and irrigation or other water, sewer, utility, maintenance or other expenses with respect to the operation of State property between the Purchaser and the State as of the date of execution of the deed to the property by the Governor, or as of the date on which the department executes the real estate contract for the sale of the property, as the case may be. Prorations are due and payable at the same time as the full payment of the purchase price.

Real Estate Commissions

- The 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 the Purchaser, and the 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

- The 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 the 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.