

**LINCOLN COUNTY TREASURER
TAX FORECLOSURE SALE
TENTATIVE TERMS AND CONDITIONS
TENTATIVE DATE OF SALE: APRIL 12, 2024**

TERMS AND CONDITIONS ARE SUBJECT TO MODIFICATION. BY SUBMITTING A BID, YOU AGREE TO THE TERMS AND CONDITIONS AS POSTED AT THE TIME BID IS SUBMITTED. ALL SALES ARE FINAL. THERE ARE ABSOLUTELY NO REFUNDS.

This sale is in accordance with Washington State law, real property pursuant to the Judgment and Order of Sale of the Lincoln County Superior Court under 23-2-00070-22 is being sold. Thirty days' notice of this sale has been given as required by law.

Auction: All sales will be made by auction to the highest bidder. Bids must be made in increments of no less than \$50.00, in even dollar amounts. A bidder is legally and financially responsible for all properties bid upon whether acting as oneself or acting as an agent. All bidders must be 18 years of age or older. Washington State law prohibits county officers and employees from directly or indirectly purchasing property at this sale. **RCW 84.64.060**

The opening bid includes all unpaid taxes, assessments, weed liens, interest, penalties, and any and all costs accrued due to the foreclosure process and forthcoming change of property ownership.

Payment: ONLY cash money, cashier's checks & money orders will be accepted and the successful bidder must pay in-full within one hour of the conclusion of the sale. Personal or business checks WILL NOT be accepted, nor any form of payment not specified above. Any cashier's check or money order which is returned to us as non-negotiable by any financial institution for any reason, whatsoever, shall cause the sale of the subject parcel to be null and void. The property shall then be sold at a later date to be determined by the Lincoln County Treasurer.

Possession of Property: The successful bidder may take possession of the property after the payment has been received and the appropriate paperwork has been completed through the County Auditor's Office. The Treasurer's Office has 60 days to complete this process from the close of auction. The deed will be completed using the information provided on the bidder registration form completed at the time of auction.

Tax Deed: Lincoln County shall convey to the successful Bidder the title to the property by tax deed. In conveying the property by tax deed, **Lincoln County makes no title warranties** whatsoever and the successful Bidder takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together "Encumbrances") whether such Encumbrances are of record or not. The successful Bidder acknowledges and agrees that any property interests in the property in favor of Lincoln County in effect prior to the acquisition of the property by Lincoln County at the tax foreclosure sale pursuant to RCW 84.64.200 did not merge with Lincoln County's tax title ownership of the property and remain in full force and effect.

Excess Proceeds: The County Treasurer will hold any proceeds from the sale in excess of the minimum bid for a period up to three (3) years. Excess funds will be paid upon proper application of claim by the owner of record or to their legal representative, subject to an interpleader action upon the presentation of conflicting claims or right to the surplus. The owner of record is determined by the title or other documentation on record of a last known purchaser, if unable to locate a title or documentation, then the owner record is determined by the tax rolls.

Exemptions: Any property with a current senior or disability exemption will be canceled effective the date of sale. Per State law, the remainder of the tax year will be recalculated and due to the County. These recalculated taxes are a lien upon the property and an updated tax statement will be sent to the new property owner to the address provided.

Personal Property: In the State of Washington, personal property and mobile homes on leased land DO NOT REVERT to the County if unsold at tax sale.

Title Reports: The Treasurer's Office has furnished title reports for viewing purposes only. These documents are offered as a public record and should not be relied upon as official title reports for personal use. Title reports obtained by our office disclose the full legal description, which are used for issuing the Tax Deeds. The full legal description and parcel identification number issued on title reports designate the property offered for sale. Physical addresses are information provided to the Treasurer by local jurisdictions and may not correspond to the legal description.

RCW 84.64 & RCW 58.17.210

Properties are sold "AS IS." Research and Inspect Thoroughly Prior to Bid

Bidders are required to conduct all due diligence of the property(s) prior to submitting a bid. Bidders are to rely solely on their own investigation of the property(s) they wish to bid on and shall not rely on any information provided to or be provided by Lincoln County. By submitting a bid, Bidders approve and accept the condition of the property for which they bid, and agrees to purchase the property and accept the condition of the property **"AS IS, WHERE IS"** with all faults and patent or latent defects. Bidders shall have no recourse against Lincoln County for, and waives, releases and discharges forever Lincoln County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorney fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Bidder might have asserted or alleged against Lincoln County arising from or in any way related to the condition of the property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

Prospective purchasers are urged to examine the title, location, and desirability of the properties available to their own satisfaction **prior** to the sale. The County Treasurer makes no warranty, either expressed or implied, relative to the usability, location, condition, livability, occupied or vacant, of any real property homes for sale. If you are the successful bidder on a parcel with a manufactured home or mobile home located on it, it is up to you to acquire title. Lincoln County does not have any keys for any buildings located on the parcel.

All properties are offered for sale on a **"BUYER BEWARE"**, **"WHERE IS"**, and **"AS IS"** basis without any representation or warranty, expressed or implied. It is the responsibility of the purchaser to do their own research as to whether the property may be subject to liens, encumbrances, or restrictions and whether the property is suitable for their intended use. Determination of condition, function and perceived or assumed value is the sole responsibility of the buyer. These terms and conditions shall serve as actual notice, under **RCW 58.17.210**, to all purchasers and transferees that any real properties in this sale, divided in violation of local and state regulations, are ineligible for development permits unless otherwise determined by Lincoln County. If the property is occupied, it is the responsibility of the winning bidder to handle the removal of occupants.

Lincoln County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the properties, compliance of the property with any applicable laws, or any other matter concerning the properties, including without limitation, matters related to Hazardous Substances or Environmental Laws. Under these Terms of Sale, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control

Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. The term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

By submitting a bid, to the maximum extent permitted by RCW ch. 64.06, Bidders expressly waive the right to receive from Lincoln County a seller disclosure statement ("Seller Disclosure Statement"). Nothing in any Seller Disclosure Statement delivered by Lincoln County creates a representation or warranty by Lincoln County, nor does it create any rights or obligations on any party.

Properties are sold subject to Federal Liens.

Photographs of an asset are for general representation purposes only. Lincoln County will not assume any liability for alleged loss or damages which may result from the purchase of property relied upon via a photograph.

The County has posted physical notice on properties where the Assessor has determined an existing structure. To the best of our knowledge, the County has accurately identified those properties. The Treasurer is not responsible for identifying or locating properties that are being auctioned for prospective buyers.

REDEMPTION RIGHTS

No one claiming any right, title, interest or estate in the property may redeem at this time or hereafter: EXCEPT, the real property of any minor or any person adjudicated as legally incompetent may be redeemed at any time within three years after the date of the Tax Deed. **RCW 84.64.070**

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