

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: Environmental Services \ Legacy Lands

DATE: January 26, 2016

REQUESTED ACTION: Approve the Purchase and Sale Agreement to acquire 6.02 acres along Salmon Creek from William Huyette et. al. with Conservation Futures Revenue. Authorize the Chair of the Council to accept the statutory warranty deed upon closing.

Consent Hearing County Manager

BACKGROUND

The subject parcel, AP #186199-000 is 6.02 acres in size and zoned R1-10, single family residential 10,000 sq. ft. minimum lot size. Appraised value is \$243,450 but the property is taxed at current use value. The parcel is approximately 50% in the floodway of Salmon Creek and much of the rest of the parcel within the floodway fringe. Most of the parcel falls within the Riparian Habitat Conservation Area adjacent to Salmon Creek and a tributary extending east of Salmon Creek Avenue. Portions of the property that are not constrained by wetlands or riparian habitat were dedicated as either wetland buffer or riparian habitat; averaging area as part of the mitigation plan for Crosswater Condominiums (Tesch Planned Unit Development initiated in 1998, constructed in 2005). A conservation covenant was recorded on February 23, 2005 in fulfillment of permit conditions.

COUNCIL POLICY IMPLICATIONS

The parcel is consistent with current policy. It is within a high value conservation area identified in the Lower Salmon Creek Subarea of the Conservation Areas Acquisition Plan. A priority within the subarea is to expand greenway linkages between the Vancouver and Battle Ground urban growth areas. The parcel includes about 1,200 feet of frontage on Salmon Creek. Nearest existing public access points to the creek are at Salmon Creek Regional Park (1 mile downstream) and Pleasant Valley Community Park (1.2 miles upstream)

ADMINISTRATIVE POLICY IMPLICATIONS

The purchase and sale agreement calls for closing by February 19, 2016 via lump sum payment. Should the Board of County Councilor's approve the agreement, a warrant will be requested from Financial Services and deposited in the escrow account with Clark County Title. Once closing occurs, the Council Chair, on behalf of the Board of County Councilors, will accept the deed and it will be submitted for recording.

COMMUNITY OUTREACH

No outreach activities related to the specific acquisition were undertaken.

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BUDGET IMPLICATIONS

Clark County commissioned a fair market appraisal of the property which determined a property value of \$90,000 (NINETY THOUSAND DOLLARS). The appraisal was reviewed and conclusions were supported by an independent appraisal review. The seller has agreed to sell the property for the bargain price of \$30,000. (THIRTY THOUSAND DOLLARS) and acknowledges that the sale of the property at the bargain price is his free and voluntary act and deed. Payment shall be in a lump sum of \$30,000 (THIRTY THOUSAND DOLLARS) in cash at closing.

YES	NO	
x		Action falls within existing budget capacity.
	x	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	x	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$35,000 (\$30,000 land plus estimated closing costs at \$5,000)
Grant Fund Dollar Amount	
Account	Conservation Futures Fund
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Patrick T. Lee
 Legacy Lands Program Coordinator


 Don Benton
 Environmental Services Director

APPROVED: 
 Marc Boldt/Chair
 Clark County Board of Councilors

APPROVED: _____
 Marc McCauley
 Acting County Manager

DATE: Jun. 26, 2016
 SR 014-16

SR #: _____

Enclosures: Parcel Map
 Draft Purchase and Sale Agreement

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – County acquires 6.02-acre AP #186199-000 on Salmon Creek for conservation purposes

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3085: Conservation Futures		35,000				
Total		35,000				

II. A – Conservation Futures Revenue

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3085: Conservation Futures			\$35,000				
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays – Land and closing costs		35,000				
Inter-fund Transfers						
Debt Service						
Total		35,000				

REAL ESTATE PURCHASE AND SALE AGREEMENT

EN 1603

On this 26th day of January, 2016, William D. Huyette et. al., and/or assigns, hereinafter referred to as "**Seller**", and **CLARK COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "**Purchaser**", hereby agree as follows:

Seller agrees to sell real property and **Purchaser** agrees to buy real property located in Clark County, Washington, commonly known as #23, #28 Section 25, Township 3N, Range 1E; in the records of Clark County, Washington, is approximately 6.02 acres in size, and is more fully described in Exhibits "A" and "B", attached hereto and made a part hereof.

1.) Purchase Price: The total purchase price shall be **\$30,000.00 (THIRTY THOUSAND DOLLARS AND 00/100)**. **Seller** acknowledges that an independent fair market appraisal determined the value to be **\$90,000.00 (NINETY THOUSAND DOLLARS AND 00/100)** which has been reviewed and supported by an independent appraisal review. **Seller** further acknowledges that the sale of the property at the bargain price is his free and voluntary act and deed. Payment shall be in a lump sum of **\$30,000 (THIRTY THOUSAND DOLLARS AND 00/100)** in cash at closing.

2.) Title and Title Insurance: Title shall be conveyed by Statutory Warranty Deed, free from liens and encumbrances, except the following: (1) standard general title policy exceptions; (2) special exceptions reviewed and accepted by Purchaser within 10 business days of receipt of the preliminary title commitment; (3) real estate taxes payable after the date of Closing; and, (4) governmental building and land use laws and regulations. **Seller** shall provide a preliminary commitment for a standard form owner's title insurance policy in the amount of the appraised price of the Property, with no exceptions other than those agreed to above, within 30 days prior to Closing and shall provide a standard form owner's title insurance policy at Closing.

3.) Closing and Pro-rations: **Seller** shall pay excise tax on the purchase price. **Purchaser** shall pay all other costs of closing. Real property taxes shall be prorated as of closing. Each party shall pay their own attorney fees.

4.) Closing of Sale: The sale shall be closed in the office of Clark County Title, Ms. Jacque Bauman, Escrow Officer, 1400 Washington St., Suite 100, Vancouver, WA 98660 on or before February 19, 2016. This date may be extended by mutual agreement of the parties reduced to writing at least seven days in advance of the Closing. "Closing", means the date on which all documents are recorded and sale proceeds are available to the seller. Sale proceeds will not be distributed to **Seller** until Closing Agent receives the final title insurance policy or a supplemental title report showing good and marketable title as above provided. The parties shall sign and/or deliver necessary documents or funds when requested by Closing Agent to do so.

5.) Possession: Purchaser shall be entitled to possession of the property at time of closing.

6.) Access: Purchaser and its architects, engineers, and other agents or designees shall have reasonable access to the Property for the purpose of making any investigation, test or survey reasonably related to the purchase of the Property.

7.) Contingencies and Conditions:

- A. **Seller** shall not alter or damage the condition or character of the Property while in possession of the property, including but not limited to logging, mining, clearing, grading or excavating.
- B. **Seller** will sell the property in the "as is" condition and Buyer will buy the property in the "as in" condition.
- C. **Seller** represents and warrants that that he does not know nor have reason to know, that there is any contamination of hazardous waste or toxic substances of any type whatsoever in existence within or upon the Property including, but not limited to, contamination of the soil and or groundwater. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. And it shall be interpreted to include, but not be limited to, any chemical compound or substance that is defined or listed pursuant to the Comprehensive Environmental Response Compensation Liability Act (42 USC, Section 9601, et. seq.) or the Washington Model Toxics Control Act (RCW 70.105.010, et. seq.), and any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. **Seller** agrees to indemnify and hold **Purchaser** harmless from any and all expenses incurred as a result of any hazardous or toxic wastes that existed as of or prior to closing in violation of **Seller's** representations herein.
- D. The subject property shall be used in perpetuity as park land, preserving the natural and scenic habitat for the benefit of all citizens to enjoy.

8.) Continuation and Survival of Representations and Warranties:

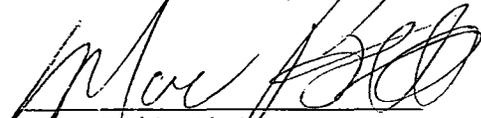
All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of three years thereafter. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein.

9). **Legal Fees - Venue.** If either party engages the services of an attorney to enforce any rights herein, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs. If a lawsuit is commenced, the location of such action shall be in the Superior Court of Clark County, State of Washington

10). **Counterparts.** This Agreement may be executed in two or more counterparts, whether by facsimile transmittal, electronic copy or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

EXECUTED on the 26th day of Jan., 2016.

PURCHASER:
BOARD OF COUNCILORS
CLARK COUNTY, WASHINGTON



Marc Boldt, Chair

SELLER:
WILLIAM D. HUYETTE

William D. Huyette

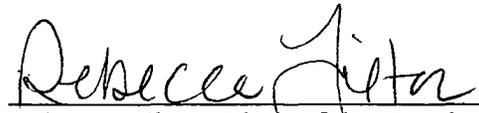
Jeanne E. Stewart, Councilor

Julie Olson, Councilor

David Madore, Councilor

Tom Mielke, Councilor

Attest:



Rebecca Tilton, Clerk of the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Clark County Prosecuting Attorney

By: 

Christine Cook
Senior Deputy Prosecuting Attorney



proud past, promising future

CLARK COUNTY
WASHINGTON

Superior service that is responsive and cost justified

PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

Exhibit "A"
Tax Parcel #186199-000

A parcel of land lying in the southwest quarter of Section 25 in Township 3 North Range 1 East of the Willamette Meridian in Clark County, Washington, being more particularly described as follows:

Commencing at the concrete monument with brass cap marking the west quarter corner of said Section 25 and running thence N89°14'44"E along the north line of said southwest quarter of Section 25 a distance of 561.00 feet to the centerline of Salmon Creek and the **True Point of Beginning**; thence continuing N89°14'44"E along said north line to the westerly right-of-way line of NE Salmon Creek Avenue; thence southwesterly along said westerly right-of-way line to the northerly right-of-way line of Interstate 205; thence northwesterly along said northerly right-of-way line to the centerline of Salmon Creek; thence northerly along said centerline of Salmon Creek to the **True Point of Beginning**.

Excepting therefrom the following seven described parcels:

Parcel A: That parcel described in that Quit Claim Deed to Premier Investment Corporation, a Washington corporation, recorded April 30th, 2015 under Auditor's File No. 5168470, records of Clark County, Washington, listed as Serial No. 186430-000.

Parcel B: That parcel described in that Bargain and Sale Deed to Tyler J. Thornton, and unmarried man, recorded June 26th, 2012 under Auditor's File No. 4866624, records of Clark County, Washington, listed as Serial No. 186422-000.

Parcel C: Cross Water Town Homes Condominiums Phase One as recorded in Book 700 of Condominiums at Page 15, records of Clark County, Washington, by Kevin L. Bethje on January 7th, 2005.

Parcel D: Cross Water Town Homes Condominiums Phase Two as recorded in Book 700 of Condominiums at Page 18, records of Clark County, Washington, by Kevin L. Bethje on February 7th, 2005.

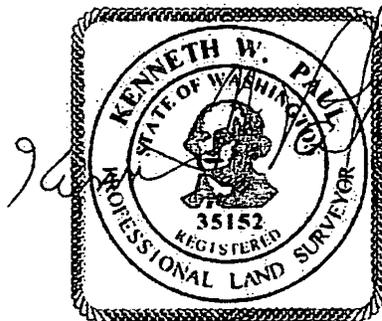
Parcel E: Cross Water Town Homes Condominiums Phase Three as recorded in Book 700 of Condominiums at Page 23, records of Clark County, Washington, by Kevin L. Bethje on April 14th, 2005.

Parcel F: Cross Water Town Homes Condominiums Phase Four as recorded in Book 700 of Condominiums at Page 25, records of Clark County, Washington, by Kevin L. Bethje on August 2nd, 2005.

Parcel G: Cross Water Town Homes Condominiums Phase Five as recorded in Book 700 of Condominiums at Page 28, records of Clark County, Washington, by Kevin L. Bethje on October 4th, 2005.

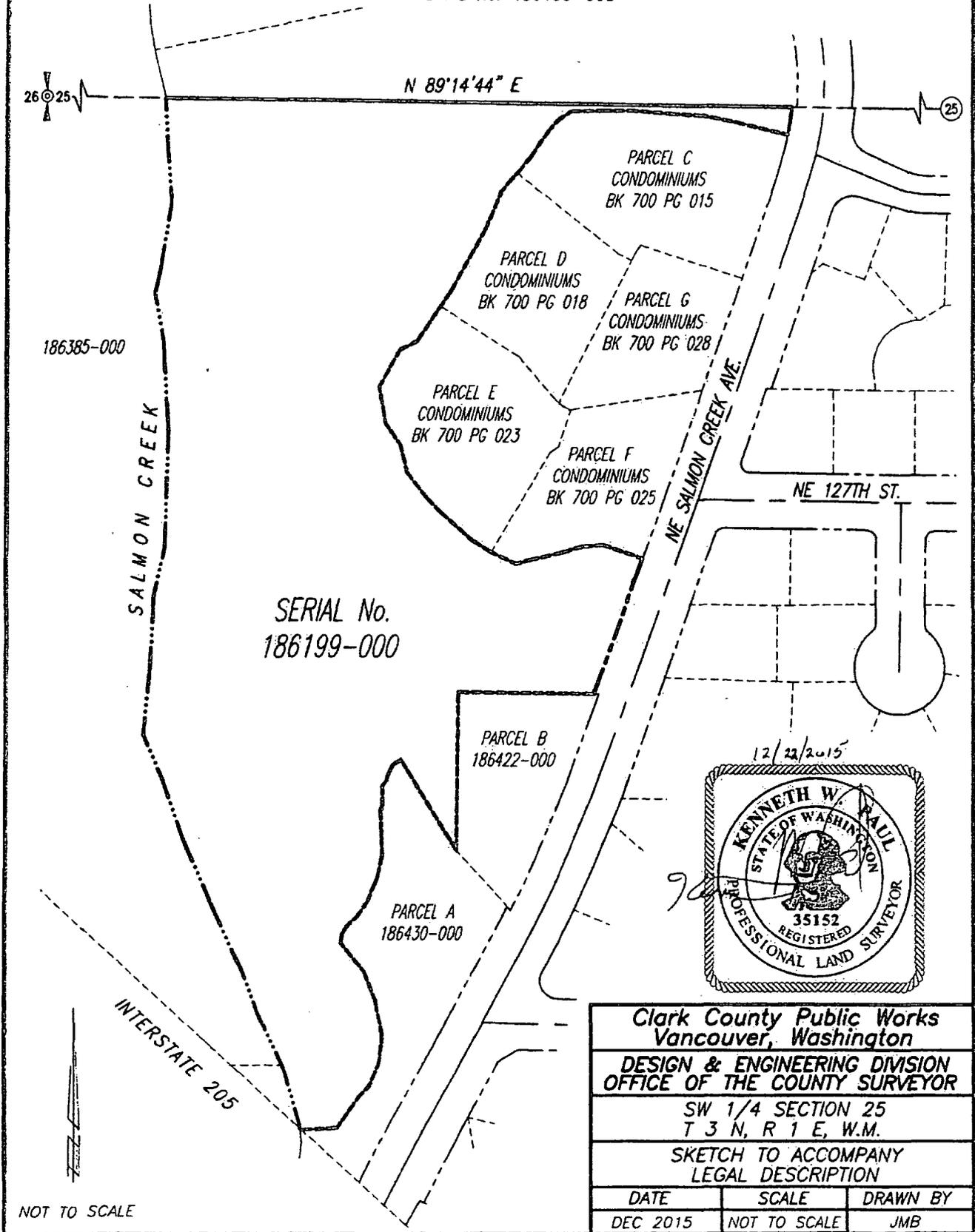
This description contains approximately 7.3 acres.

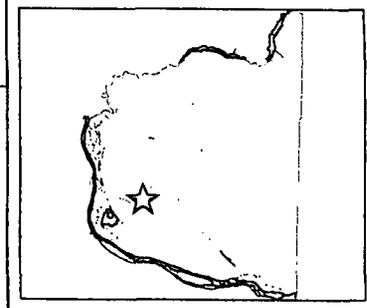
Bearings used hereon are based on the north line of the southwest quarter of Section 25 in Township 3 North Range 1 East of the Willamette Meridian being N89°14'44"E as shown on Book 52 of Surveys at Page 169, records of Clark County, Washington, recorded by Kevin L. Bethje on May 28th, 2004.



12/22/2015

EXHIBIT "B"
 SERIAL No. 186199-000





- Legend**
- Parcels
 - Roads
 - Alley
 - Arterial
 - DNR
 - DNR (Private Land)
 - Driveway
 - Interstate
 - Interstate Ramp
 - Primary Arterial
 - Private Roads
 - Private Roads w/o Names
 - Public Roads
 - SR Ramp
 - State Route
 - Waterbodies
 - Rural Centers
 - City Boundaries
 - Urban Growth Boundaries
 - County Boundary



Map center: 1094435, 145962



Scale: 1:3,228

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.