

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works/Engineering & Construction Division/Real Property Services

DATE: August 16, 2016

REQUESTED ACTION: Approve and authorize the County Manager to accept a Warranty Deed from Pamela J. Carey and Larry R. Carey for the NE 10th Avenue (NE 154th Street to NE 164th Street) Road Project; Tax Parcel Number 185413-000.

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

This 1.24 acre parcel, zoned IL is being acquired for the NE 10th Avenue County Road Project Number 370922. This project will open NE 10th Avenue from NE 134th Street to NE 179th Street. The acquisition price was based on an appraisal.

COUNCIL POLICY IMPLICATIONS

None. Funds for this parcel (\$250,000.00) are included in the 2016-2021 Transportation Improvement Program and the 2016 Annual Construction Program.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

This project has been involved in a public outreach program that included two General Notices, Heads Up informational mailings, as well as one (1) open house event.

BUDGET IMPLICATIONS

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.

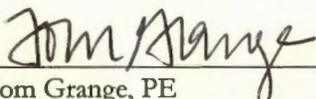
PW 16-091

BUDGET DETAILS

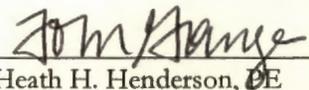
Local Fund Dollar Amount	\$250,000.00
Grant Fund Dollar Amount	
Account	Road Fund
Company Name	Not applicable

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>
Please contact Paulette Matison at extension 4975 when ready for pick up.



Tom Grange, PE
Engineering & Construction Division Manager

 for

Heath H. Henderson, PE
Public Works Director/County Engineer

APPROVED: 

CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS
DATE: Aug. 16, 2016
SR# 177-16



APPROVED: _____
Mark McCauley, County Manager

DATE: _____

After recording return document to:
Clark County Public Works
Real Property Services
PO Box 9810
Vancouver, WA 98666-9810

Document Title: Warranty Deed
Grantors: Pamela J. Carey and Larry R. Carey
Grantee: Clark County, Washington
Legal Description: Lot 1 SP2-614
Assessor's Tax Parcel Number: 185413-000 (17)

WARRANTY DEED

NE 10th Ave (NE 154th St to NE 164th St)

The Grantors, **PAMELA J. CAREY and LARRY R. CAREY, wife and husband** for and in consideration of the sum of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars, and other valuable consideration, hereby convey and warrant to **CLARK COUNTY, a political subdivision of the State of Washington**, Grantee, the following described real property situated in Clark County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

Lot 1 of Short Plats, recorded in Book "2" of Short Plats,
page 614, records of Clark County, Washington.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Clark County unless and until accepted and approved hereon in writing by Clark County Board of County Councilors or its authorized agent.

WARRANTY DEED

Date: 7/26/14

Pamela J. Carey
Pamela J. Carey

Larry R. Carey
Larry R. Carey

Accepted on behalf of Clark County
Clark County, Washington

Mark McCauley
Mark McCauley
County Manager

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that Pamela J. Carey and Larry R. Carey are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 26, 2014

Veredith C. Anderson

Notary Public in and for the State of WA
Residing at Vancouver WA
My commission expires: Jan. 25, 2018



REAL ESTATE PURCHASE AND SALE AGREEMENT

On this 26th day of July, 2016, Pamela J. Carey and Larry R. Carey, wife and husband, hereinafter referred to as "Seller", and Clark County, Washington, a political subdivision of the State of Washington, hereinafter referred to as "Purchaser", hereby agree as follows:

Seller agrees to sell property and Purchaser agrees to purchase property located in Clark County, Washington, commonly known as 914 NE 155th Circle, Vancouver, Washington, (Lot 1 SP2-614; tax parcel number 185413-000), which is more fully described as follows:

Lot 1 of Short Plats, recorded in Book "2" of Short Plats, page 614, records of Clark County, Washington.

1.) Purchase Price: The total purchase price shall be Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) all cash at closing.

2.) Included Items: All fixtures and fittings that are attached to the property are included, free of liens, in the purchase price including, plumbing, light fixtures, attached television antenna, satellite dish and equipment, all attached floor coverings, fencing, trees, plants and shrubs in yard(s), built-in appliances, shades, blinds, curtain rods, window treatments (if present ones are removed seller will replace), bathroom fixtures, awnings, attached heating and cooling systems, attached irrigation equipment, screens, shutters, storm windows, screen doors, fireplace inserts, attached fireplace screens, unless agreed to by both parties; EXCEPT: _____

3.) Title: The property shall be conveyed by means of a Statutory Warranty Deed, free and clear from all liens, encumbrances and encroachments, subject only to easements, restrictions, reservations and provisions of record, if any, that have been approved and accepted by Purchaser. Upon execution of this Agreement, a current preliminary title insurance commitment together with full, complete, and legible copies of all title exceptions will be provided at Purchaser's expense. The title insurance commitment shall evidence Seller's ability to deliver title at closing as set forth in paragraph 6 below. A final insurance policy will be provided at closing at the expense of Purchaser.

4.) Condition of Title: Seller hereby agrees that from and after the date hereof until the closing of the sale of the property, it will take no action that will adversely affect title of the property. Seller shall disclose all liens, easements or other encumbrances on the real property within twenty (20) days after the effective date of this Agreement. Seller shall, within thirty (30) days of the effective date of this Agreement, provide Purchaser with copies of all environmental studies or analysis that have been done on the property.

5.) Closing and Prorations: Purchaser shall pay settlement fees, including real estate tax, escrow fees, recording fees, and title insurance. Real property taxes shall be prorated as of closing. Purchaser is not represented by a real estate broker, agent, or company; Seller shall be responsible for any real estate commissions due from the sale.

6.) Closing of Sale: The sale shall be closed in the office of Clark County, Real Property Services, 1300 Franklin Street, 4th Floor, Vancouver, Washington, on or before August 25, 2016. Purchaser shall notify Seller once the County Board of Councilors have approved and accepted the warranty deed. "Closing" means the date on which all documents are recorded and sale proceeds are available to Seller.

7.) Possession: Upon closing Seller shall become a tenant of Purchaser and will receive a relocation ninety (90) day notice to vacate. The terms of the tenancy will be set forth in a separate lease agreement; the amount of rent to be charged will be based on a fair market rent study. Seller will continue to pay the utilities and be responsible for routine maintenance until they vacate the property. Seller will give Purchaser all existing keys to locks, alarms and any portable control devices for accessing property when they vacate. In the event the property is non-owner occupied, the tenant will receive the notice to vacate; Seller will assign the lease to Purchaser.

8.) 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.

9.) Removal of Personal Property: Seller and/or tenants must remove all personal property, trash, debris, cars, hazardous materials, tires and all articles unless the Purchaser has agreed they may remain. Any unapproved personal property remaining after said date of possession shall be considered to have been abandoned in place and shall become the property of Clark County Public Works. Any costs incurred by Purchaser to remove such property may be deducted from moving cost reimbursement paid to Seller/tenant.

10.) Liability: Purchaser's insurance covering the structure will be in effect from the time of recording. It does not insure Seller's or tenants possessions.

11.) Contingencies and Conditions:

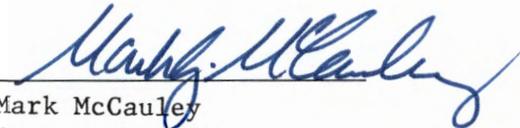
- A. At time of closing, unless otherwise agreed to herein, Seller is responsible to deliver the property free of all trash, junk and discarded items.
- B. Seller represents and warrants that they are not aware of any hazardous or toxic waste, substance, or materials on or under the subject property. 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.

12.) **County Council Approval:** It is mutually understood and agreed that this offer and acceptance is specifically conditioned upon approval of Clark County Board of Councilors.

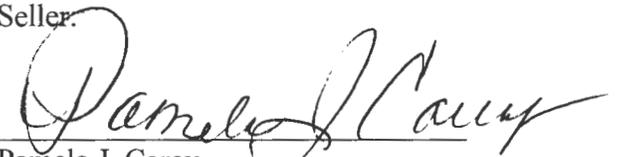
Agreed, Accepted And Acknowledged:

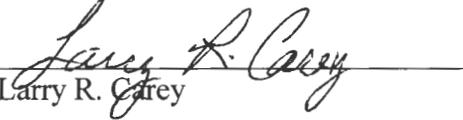
Purchaser:

Clark County, Washington

By: 
Mark McCauley
County Manager

Seller:


Pamela J. Carey


Larry R. Carey

CLARK COUNTY, WASHINGTON
RESOLUTION NO. 2016-08-10

IN THE MATTER OF A STATUTORY WARRANTY DEED TO CLARK COUNTY APPROVING THE ACQUISITION AND AUTHORIZING THE COUNTY MANAGER TO ACCEPT.

WHEREAS, the Board of County Councilors is in regular session this 16 day of August, 2016, and

WHEREAS, it appears in the best interest of Clark County to accept the following:

Document

Statutory Warranty Deed

Data

FROM: Pamela J. Carey and Larry R. Carey
FOR: NE 10th Ave (NE 154th St to NE 164th St)
CRP#: 370922
Consideration: \$250,000.00

NOW THEREFORE, IT IS HEREBY RESOLVED that the hereinabove mentioned document(s) be recorded and filed.

IT IS FURTHER RESOLVED that copies of this resolution be filed with the County Auditor, County Engineer, and in the records of the County Councilors.



ATTEST:

Jane Bedlone
Clerk of the Board

BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON

Marc Boldt
Marc Boldt, Chair

Jeanne E. Stewart
Jeanne E. Stewart, Councilor

Julie Olson
Julie Olson, Councilor

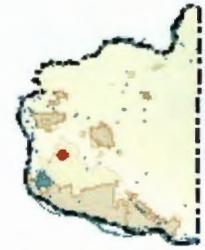
David Madore
David Madore, Councilor

Tom Mielke
Tom Mielke, Councilor





Carey Tax Parcel 185413000



Legend

- Building Footprints
- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

1: 1,806

301.0 0 150.52 301.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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