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CLARK COUNTY
STAFF REPORT

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

DATE: May 14, 2013

REQUEST: Declare county properties surplus and authorize their sale at public auction through the services of Realty Marketing Northwest, and authorize the Director of Public Works to sign the marketing agreement and any subsequent amendments.

X Consent

Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: The remainder county parcels listed below are considered surplus property:

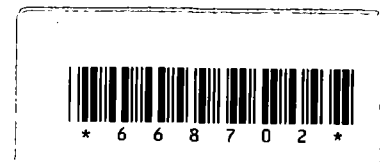
	<u>Address</u>	<u>Serial Number</u>	<u>Size</u>	<u>Zoning</u>	<u>Minimum Bid</u>
1.	5809 NE 102 nd Ave	106890-000	47,318 sf	R-18	\$142,000
2.	5904 NE 105 th Ave	106870-000	11,586 sf	R-18	\$ 7,000
3.	702 NE 139 th St	185453-010	4,129 sf	R-18	\$ 5,600
4.	608 NE 139 th St	185578-000	7,030 sf	R-18	\$ 59,700
5.	13903 NE 7 th Pl	117892-394	4,195 sf	R-18	\$ 5,650

Parcels 1 and 2 were acquired for the 1999 Fourth Plain/Covington Road Transportation Circulation Project. Portions of these parcels have been reserved for the possible extension of NE Rosewood Avenue as shown on Clark County's Arterial Atlas. Parcels, 3, 4, and 5 are remainders from parcels acquired for the Salmon Creek Interchange Road Project, County Road Project 330322.

COMMUNITY OUTREACH: Realty Marketing Northwest advertises in 18 different newspapers throughout Washington, Oregon, California, and Idaho, including *The Columbian* and *The Oregonian*. They also direct-mail approximately 35,000 fliers to prospects from their database, operate a website that receive a high number of visits, and place highly visible auction notice signs on all sale properties. In addition, legal notices of pending sales will be published in *The Columbian*.

BUDGET AND POLICY IMPLICATIONS: Money received from the sales of these properties will be deposited back into the road fund. The properties are being marketed pursuant to County Code CCC 233A.180-(13).

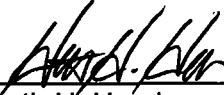
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No



Pw 13-044

ACTION REQUESTED: Declare county properties surplus and authorize their sale at public auction through the services of Realty Marketing Northwest, and authorize the Director of Public Works to sign the marketing agreement and any subsequent amendments.

DISTRIBUTION: Please notify the Real Property Services Section of the Board's action by calling extension 4975.



Heath H. Henderson, P.E.
Engineering & Construction Division Manager



Peter Capell, P.E.
Public Works Director/County Engineer

HHH/PC/PAM/pmm
Attachments: Marketing Agreement, Fiscal Impact, Maps



Approved 

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

May 14, 2013

SR 077-13

DW13-044

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Two remainder parcels that are no longer needed for the 1999 Fourth Plain/Covington road Transportation Circulation project and three remainder parcels that are no longer needed for the Salmon Creek Interchange Road Project will be surplus and sold at auction.

Funds from the sale will be deposited into the fund from which they were acquired for an anticipated amount of \$207,950.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	RF	Total	RF	Total	RF	Total
1012/Road Fund	\$207,950	\$207,950				
Total:	\$207,950	\$207,950	\$0.00	\$0.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

This is currently in the 13/14 budget for the Road Fund. These proceeds will be returned to Road Fund.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		RF	Total	RF	Total	RF	Total
Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	RF	Total	RF	Total	RF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

JP

**WASHINGTON ORAL AUCTION
MARKETING AGREEMENT**

SELLER: Clark County, Washington, a political subdivision of the State of Washington
DATE: March 25, 2013

THIS MARKETING AGREEMENT is entered into between Seller and RMNW (each party identified below) as of the last date shown by their signatures on the signature page below.

Seller hereby engages RMNW to publicize and offer for sale at and following a public auction (the "Auction") the property described in Paragraph 3 below (the "Property"), all upon the terms and conditions of this Agreement. RMNW hereby accepts such engagement.

1. Seller: Clark County, Washington a political subdivision of the State of Washington
P.O. Box 9810
Vancouver, Washington 98668
Attn: Pam Mason
Phone: 360-699-2375 ext. 4376
Fax: 360-759-6730
Email: Pam.Mason@clark.wa.gov

2. RMNW: R.J.& L. Enterprises, Inc.
dba Realty Marketing/Northwest
2908 228th Ave. S.E., Suite B
Sammamish, Washington 98075
Timothy P. Reinertsen, Senior Vice President and Washington Broker
Phone: 425/427-2323
Fax: 425/427-2330

Mailing Address: Realty Marketing/Northwest
522 SW Fifth Avenue, Suite 1250
Portland, Oregon 97204
Phone: 503-224-1906
Facsimile: 503-242-1814

3. Property Description: Four Residential parcels located in
Vancouver, Clark County, Washington
As more particularly described in Exhibit A attached hereto.

Owner's Initials

RMNW's Initials

4. Auction Date(s): May 11, 2013
5. Amount of Marketing Fee: \$4,750. The Marketing Fee of \$4,750 is payable upon receipt and will be deposited into the RMNW Client Trust Account and shall be expended for the promotion of the Auction and the Auction activities described in Paragraph 18 below.
6. Commission Rate: 6% of the purchase price for each Property.
If a cooperating broker participates by representing a buyer in the Offering, in accordance with the procedures established of the Offering, 4% of the purchase price of each Property shall be paid to RMNW and 2% of the purchase price of each Property shall be paid to the cooperating broker.
7. Terms of Financing to be Provided by Seller: None – All Cash to Seller as Closing
8. In order to bid at the Auction, each bidder must present evidence that he has in his possession a certified or cashier's check (hereafter "Certified Funds") for at least \$2,500.00 made payable to the bidder. The high bidder at Auction, will be required on Auction Day to execute a Purchase Agreement and to make a deposit equal to 10% of the high bid but not less than \$2,500.00 (hereafter the "Earnest Money Deposit"). Such Earnest Money Deposit shall consist of the Certified Funds endorsed to RMNW and a personal or company check for the difference. The Earnest Money Deposit will be deposited into the RMNW Client Trust Account until such time as Seller accepts the winning bid by signing the Purchase Agreement. Thereafter, and at such time as the bidder's funds have cleared, RMNW will open escrow by depositing the Earnest Money Deposit with the escrow holder.
9. RMNW may, but is not obligated to, auction the Property together with other property ("Other Property") owned by other parties at the same Auction pursuant to Marketing Agreements similar to this Agreement, on the following terms and conditions:
- a. The Property and Other Property shall be offered for auction individually in the order RMNW judges best for marketing purposes, provided that no seller(s) of Other Property shall be accorded preferential treatment.
 - b. RMNW may jointly promote the Property and the Other Property, including, but not limited to, consolidation of the Property and Other Property into the same advertisements, catalogs and sales literature.

Owner's Initials

RMNW's Initials

10. The Auction shall take place at a time and location designated by RMNW on the Auction date(s) set forth above. RMNW may designate a Property or Other Property as the Auction site. RMNW and Seller shall not unreasonably withhold consent to a change in the Auction date(s) or Auction site(s), provided that the Auction date(s) shall not be held later than three months after the date(s) set forth above. If the Auction cannot be held within three months after the date(s) set forth in Paragraph 4 above, any unused portion of Seller's Marketing Fee shall be refunded, this Agreement shall be terminated, and RMNW will no longer be listing or Seller's broker, unless further agreed to in writing. Each Property shall be offered for auction individually in the order RMNW judges best for marketing purposes.
11. Each Property shall be offered subject to a published reserve (the "Reserve"), as set forth below:

<u>Property</u>	<u>Last Asking Price</u>	<u>Published Reserve</u>
4,195± SF Parcel	First Time Offer	\$5,650
4,129±SF Parcel	First Time Offer	\$5,600
7,030± SF Residential Parcel	First Time Offer	\$59,700
47,318± SF Orchards Residential Development Site	First Time Offer	\$130,000
11,596± SF Orchards Remnant Parcel	First Time Offer	\$7,000

The sale of the properties shall be subject to final approval and acceptance by Clark County Board of Commissioners.

12. On the Auction Date, but in no event any later than seven days following the Auction, Seller shall accept and execute a Purchase Agreement with each bidder who, at the Auction, submits the high bid which is equal to or greater than the Reserve for each Property, or such lesser price acceptable to Seller.
- Each Purchase Agreement shall provide for escrow to be opened at Clark County Title and for closing to occur no later than 45 days following the date of its execution unless extended by Seller. At RMNW's request, Seller shall extend any escrow for up to an additional 45 days.
 - Seller's shall order and provide to RMNW a preliminary title report which has been prepared no later than 120 days prior to the date of this Agreement. Thereafter, Seller shall obtain, at Seller's expense, a title insurance policy to each buyer upon closing of each sale of a Property. RMNW, at Seller's request, may place the order for the preliminary title report and/or the title insurance policy on behalf of Seller, provided however, RMNW shall not be responsible for any costs incurred therefore, including, but not limited to, policy premiums and/or cancellation fees which may be assessed by reason of the failure of the Property to sell at the Auction.
 - Seller shall follow the practices customary in the area in which each Property is located as to which party bears items of closing costs.

Owner's Initials

RMNW's Initials

- d. Seller and RMNW shall share equally any amounts paid to Seller under any liquidated damage clause.
13. RMNW shall not be responsible for providing appropriately personnel; however, at Seller's request, RMNW will assist in arranging for the services of such experienced escrow, loan processing and other personnel as are necessary to process all purchase, escrow and loan documents in an efficient and timely manner and to close escrows by the original closing dates specified in the Purchase Agreements. Seller shall use best and diligent efforts to expedite closings and resolve any problems which would hinder or delay such closings. RMNW shall periodically report to Seller the status of each escrow and any actual or potential problems of which RMNW becomes aware.
14. Seller grants RMNW the exclusive authorization and right to sell the Property from the date of this Agreement until July 31, 2013, subject to the following:
- a. If the Auction date is changed pursuant to this Agreement, the exclusive authorization and right to sell granted RMNW under this Agreement will expire on the 60th day after the new Auction date, at which time this Agreement will be terminated and RMNW will no longer be listing or Seller's broker, unless further agreed upon in writing by the parties hereto.
- b. If any Property sold at the Auction later becomes available for sale because the original or subsequent buyer fails or refuses to enter into or perform under the Purchase Agreement, does not receive credit approval, or exercises any right of rescission or cancellation expressly available under law or provisions of the Purchase Agreement (the "Post-Auction Listing Date"), then the exclusive authorization and right to sell granted RMNW under this Agreement will expire on the 90th day after the Post-Auction Listing Date, at which time this Agreement will be terminated and RMNW will no longer be listing or Seller's broker, unless further agreed upon in writing by the parties hereto.
15. If necessary, Seller agrees to cooperate with a buyer in the arrangement of a property exchange in accordance with the terms of Section 1031 of the Internal Revenue Code, provided such exchange shall not cause Seller to expend any funds, including closing costs, in excess of those which would be required in a conventional sales transaction, or delay closing beyond the period provided herein.
16. Within 10 days of the execution of this Agreement, Seller agrees to gather and report to RMNW in writing all material information within the knowledge of its officers, employees and agents responsible for the operation, management or disposition of the Property concerning the physical condition of the Property (including all improvements located thereon) and related common areas, if applicable, and any title defects or problems regarding the status of title to the Property. In addition, Seller shall provide copies of all relevant documentation reasonably available to Seller, to include, but not be limited to, environmental reports, permits, leases, operating statements, and all disclosures required by law. Conditions which Seller or RMNW reasonably determines are material shall be disclosed to prospective purchasers.

Owner's Initials

RMNW's Initials

- a. Seller to complete the Real Property Transfer Statement in Exhibit B.
 - b. Seller agrees and understands that RMNW is relying upon information provided by Seller and, to the extent permitted by law, will not make independent investigations or verification of the accuracy of information provided.
17. To the extent permitted by law, the Property shall be sold in an "As Is" condition:
- a. Except that Seller shall, not later than 25 days before the Auction, make whatever repairs Seller and RMNW in good faith determine are necessary to render the Property fit for safe and secure entry and inspection by prospective purchasers.
 - b. Each buyer of a Property shall be required to sign an acknowledgment that he has inspected the Property, is relying solely on such inspection, and to the extent permitted by law, is purchasing the Property "As Is", with all faults and without reliance on any warranty or representation, express or implied, by Seller or RMNW.
18. Prior to the Auction, RMNW shall be responsible for the promotion of the Auction and Auction Day activities and events.
- a. Such promotion shall include, but not be limited to:
 - (1) Preparation of an Auction Catalog describing the Property and, if appropriate, Other Properties, and the Auction procedures.
 - (2) Advertising of the Property and the Auction, in selected targeted markets.
 - (3) Placing a sign on the Property advertising the Auction and a phone number to be called to obtain the Auction Catalog. At the conclusion of the Auction, signs shall be left on the Property.
 - (4) Preparation of a package of Property-specific materials (Supplemental Information Package ("SIP")) and distribution of SIP's to those who request further information.
 - (5) Direct telephone contacts by trained telephone personnel to persons requesting further information.
 - (6) At RMNW's option, issuing press releases and securing news coverage to promote the Auction and the sale of the Property.

Owner's Initials

RMNW's Initials

- (7) Holding Property open for general public inspection at such times prior to the Auction as are appropriate to coordinate with the scheduled advertising and marketing plan and with public response thereto.
 - (8) Arranging for refreshments, parking, security and facilities at the Auction.
 - (9) Conducting the Auction under the control of a skilled auctioneer and floor personnel.
 - (10) Bid recording at the Auction.
 - (11) Web Page Design.
- b. RMNW shall submit to Seller for its approval in advance of dissemination all Auction advertising, publicity and promotional material. Seller's review shall include verification of the accuracy and completeness of the information provided. Seller shall not unreasonably withhold approval and approval shall be deemed given unless Seller disapproves in writing within two business days of receipt of the material.
 - c. RMNW shall pay from the Client Trust Account for all costs it incurs in connection with promotional, Auction Day and post-Auction activities, to the extent that RMNW receives funds from Seller. RMNW agrees to spend at least 50% of such amount for production, placement and dissemination of advertising and Auction catalogs.
19. RMNW shall provide to Seller a verified final accounting at the end of each calendar quarter and within 75 days following the Auction or 15 working days following termination of promotional activities pursuant to this Agreement, whichever is the later event. The Accounting shall include all information required by applicable laws and regulations. With the final accounting RMNW, shall remit to Seller its proportionate share of any Marketing Fees not expended. Seller's proportionate share shall be based on the ratio of the total amount RMNW actually receives from Seller and sellers of Other Property, less any refunds made to Seller. If total expenses exceed Marketing Fees collected, RMNW shall bear the excess.
20. Completed Sale.
- a. For purposes of this Agreement, "Completed Sale" means the deed or land sale contract conveying or contracting to convey a Property to a buyer:
 - (1) who entered into a Purchase Agreement during the term of this Agreement, or
 - (2) whose name is on the Prospect List and who entered into a Purchase Agreement within 180 days from the date of the Auction (provided RMNW delivers to Seller a copy the Prospect List upon the expiration of this Agreement).

Owner's Initials

RMNW's Initials

which has been recorded in the official records of the County in which the Property is located.

- b. "Completed Sale" also means a purchase that is not consummated by reason of Seller's default under this Agreement or under a Purchase Agreement, or Seller's cancellation of a Purchase Agreement for a reason other than the buyer's default, inability to obtain credit approval, or exercise of a right of rescission or cancellation expressly granted under the law or in the Purchase Agreement.

21. As compensation for its services in connection with this Agreement, Seller shall pay to RMNW and the co-operating broker, if any, a commission (the "Commission") for each Property for which a Completed Sale occurs at the rate(s) set forth in Paragraph 6.

- a. The Commission shall be payable in money from escrow as the escrow for each Property becomes a Completed Sale or, with respect to Completed Sales not made through escrow, shall be payable by Seller immediately upon occurrence of the Completed Sale.
- b. Seller hereby assigns to RMNW its right to proceeds for each Property to the extent required to pay the Commission.
- c. When RMNW or Seller deposits this Agreement, or a copy, with the escrow agent, it shall constitute notice and irrevocable escrow instructions from Seller authorizing and directing the escrow agent to disburse the Commission due RMNW automatically from each escrow directly to RMNW upon a Completed Sale, and no further instruction or authorization from Seller to this effect shall be necessary. Neither Seller nor RMNW shall give unilateral instructions or directions regarding commissions to escrow agent; escrow agent shall regard any such unilateral instructions or directions as null and void.
- d. Escrow agent shall not disburse any sales proceeds from a Completed Sale to Seller (or Seller's designee) until escrow agent also disburses the Commission to RMNW in accordance with this paragraph.

22. If RMNW does not perform, in a timely manner, any of its obligations under this Agreement or if any representation or warranty by RMNW made in this Agreement proves to be false or misleading, Seller may demand in writing that RMNW perform its obligations or cure the problems resulting from the false or misleading representation or warranty. If performance or cure is not made or done or diligently being pursued within ten (10) days after RMNW receives written demand, Seller may withdraw the affected Property from the Auction, and/or terminate this Agreement by written notice to RMNW effective upon receipt.

In the event Seller withdraws the Property from the market prior to the expiration of this Agreement as provided for herein, RMNW shall be entitled to retain the Marketing Fee as reimbursement for RMNW's time and expenses incurred in connection with marketing the Property prior to such

Owner's Initials

RMNW's Initials

withdrawal.

23. RMNW may elect to suspend implementation of the Auction promotion and Auction event if Seller does not make any payment in the amount and at the time provided in Paragraph 5 or does not perform, in a timely manner, any of its obligations under this Agreement, or if any representation or warranty by Seller made pursuant to this Agreement proves to be false or misleading. RMNW will immediately resume the Auction promotion when the amount due is paid, or the act in question is performed, or the problems resulting from the false or misleading representation or warranty are cured; however, if Seller does not pay, perform or cure within five days after it is notified by RMNW of the matter, RMNW may at its option, cancel the Auction, delete affected Property from the Auction, and/or terminate this Agreement by notice to Seller effective immediately, and/or (c) pursue any other remedies available by law or in equity, including but not limited to damages for lost commissions.
24. Any dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties have agreed on this mechanism in order to obtain prompt and expeditious resolution of such disputes. The parties shall diligently cooperate with one another in selecting the arbitrator and in working with the arbitrator, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution. The arbitrator shall be an attorney experienced in real estate brokerage matters. The venue of any arbitration shall be in the County of King, State of Washington, and such arbitration shall be conducted in accordance with the laws of the State of Washington. The cost of the proceeding (except any petition to appoint an arbitrator) shall initially be borne equally by the parties to the dispute, but the prevailing party in such proceeding shall be entitled to recover, in addition to reasonable attorneys' fees and all other costs, its contribution for the reasonable cost of the arbitrator as an item of damage and/or recoverable costs. The arbitrator shall include such costs in his award.
25. RMNW represents and warrants as follows:
 - a. RMNW is licensed as a real estate broker in the State of Washington.
 - b. RMNW has full power and authority to enter into and perform this Agreement in accordance with its terms.
 - c. RMNW will perform this Agreement to substantially the same standard of diligence, effort and quality which are employed for auctions of similar properties with similar promotional budgets.
26. Seller represents, warrants and covenants as follows:
 - a. Seller is the owner of the Property described in Paragraph 3.

Owner's Initials

RMNW's Initials

- b. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms, and the person or persons signing this Agreement for or on behalf of Seller has or have full power and authority to represent, act for and bind Seller to all its terms and conditions.
 - c. Seller has no knowledge of any lawsuits or proceedings, pending or threatened, or of any material physical or title defects affecting the Property except those which Seller has disclosed to RMNW in writing prior to the date of this Agreement or pursuant to Paragraph 16. If Seller becomes aware of any such lawsuits, proceedings or Property defects, then Seller will immediately and fully inform RMNW and provide RMNW copies of any documents relating thereto.
 - d. Seller has conducted a reasonable and thorough inspection of the Property and has disclosed to RMNW the existence of all reasonably discoverable environmental hazard, including, but not limited to, the presence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks.
 - e. To the best of Seller's knowledge and belief, all information supplied to RMNW by Seller is and will be true, complete and correct.
 - f. No broker other than RMNW is or will be retained or authorized by Seller to sell, offer for sale or negotiate the sale of the Property prior to the Auction or during any exclusive period hereunder.
 - g. The total of all liens affecting Property plus Commissions and other closing costs for the Property can be satisfied by the sale of such Property at its Reserve.
27. Seller understands and acknowledges that RMNW has copyrighted and otherwise protected its rights in all materials it prepares under this Agreement and that RMNW maintains such copyright and rights upon termination of this Agreement.
28. Seller and RMNW each hereby indemnify and agree to defend, save and hold harmless the other party and its officers, directors, employees, agents and representatives (collectively referred to as the "Other Party") from any damage, claim, loss, demand, cost, expense (including reasonable attorney's fees) obligation, lien, liability, action and cause of action (collectively, "Claims"), which the Other Party, or any of them, may suffer or incur arising out of (a) the indemnifying party's breach of or default under this Agreement, or (b) the negligence or intentional misconduct by an indemnifying party in connection with the obligations under this Agreement, or (c) any defect or material fact affecting any Property or common area of a Property (if applicable), which was not disclosed to a buyer, unless RMNW has actual knowledge of such defect or fact and fails to disclose it to prospective buyers or unless Seller failed to disclose such defect or fact to RMNW or prospective buyer.
29. The parties shall, in the performance of this Agreement and sale of the Property, each observe and comply with all applicable federal, state and local laws and ordinances.

Owner's Initials

RMNW's Initials

30. The waiver by one party of any provision of this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other provision of this Agreement. The waiver by any or all parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time.
31. The unenforceability of any provision of this Agreement shall not affect the enforceability of the other provisions of this Agreement.
32. No modification to this Agreement shall be valid unless executed in writing by all parties.
33. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one Agreement.
34. Notices.
- a. Notices, requests, demands, instructions or other documents to be given hereunder shall be deemed given when:
- (1) Delivered personally to the party hereto or its officer or designated agent, or
 - (2) If sent by U.S. mail or courier, when received on the date shown by the addressee's receipt or the date delivery to the appropriate address is refused, as shown on the records or manifest of the U.S. Postal Service or courier, or
 - (3) If sent by fax, when received on the date shown on the printed fax record generated by the sender's fax machine.
- b. The addresses and facsimile numbers of the parties for notification are respectively set forth in Paragraphs 1 and 2 and may be changed by giving written notice of such change in the manner provided for giving notice. All sums payable to RMNW under this Agreement shall be paid at the address set forth in Paragraph 2.
35. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other.
36. In the event any personal property of Seller is sold as part of a Property, Seller and RMNW shall determine the portion of the purchase price allocable thereto, and upon closing escrow agent shall retain from the sale proceeds for such Property and pay directly to the appropriate taxing authority any state, local and special district sales tax or other similar tax with request to the sale of such personal property. The commission payable to RMNW shall be calculated on the total sales price, including any personal property.

Owner's Initials

RMNW's Initials

- 37. At the signing of this Agreement, RMNW is the selling and listing agent in this transaction and shall represent Seller in this transaction. Seller acknowledges receipt of The Law of Real Estate Agency attached hereto as Exhibit C.
- 38. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person may require.
- 39. This Agreement, the rights and obligations of the parties hereto and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

“OWNER”

Clark County, Washington, a political subdivision
of the State of Washington

Date: _____, 2013

By: _____
Pete Capell
Its: Director of Public Works

“RMNW”

R.J. & L. Enterprises, Inc.
dba REALTY MARKETING/NORTHWEST

Date: _____, 2013

By: _____
Timothy P. Reinertsen
Its: Broker and Senior Vice President

EXHIBITS:

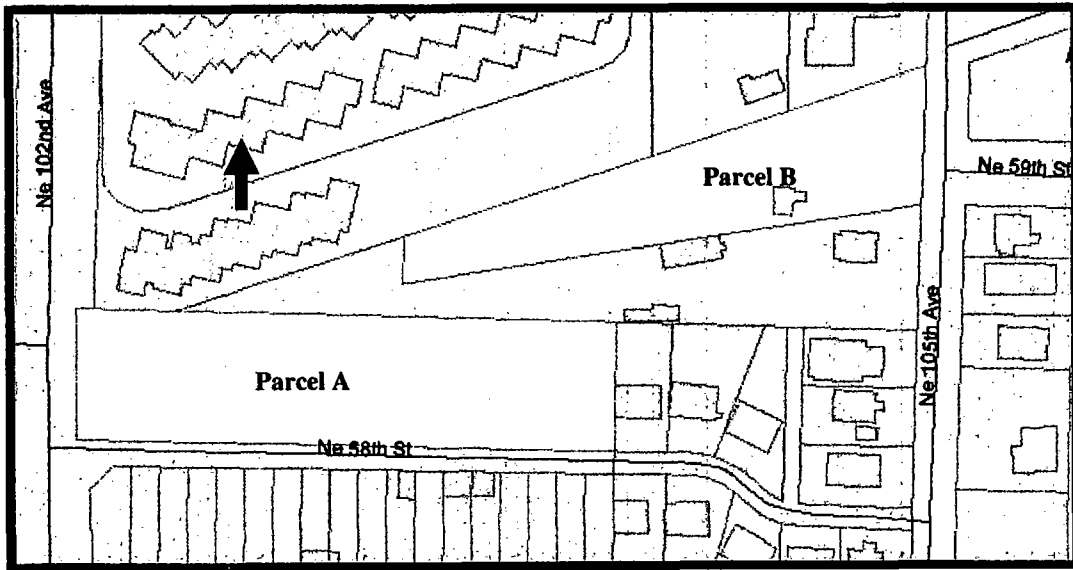
- A. Legal Description
- B. Property Transfer Disclosure Statement
- C. The Law of Real Estate Agency

Owner's Initials

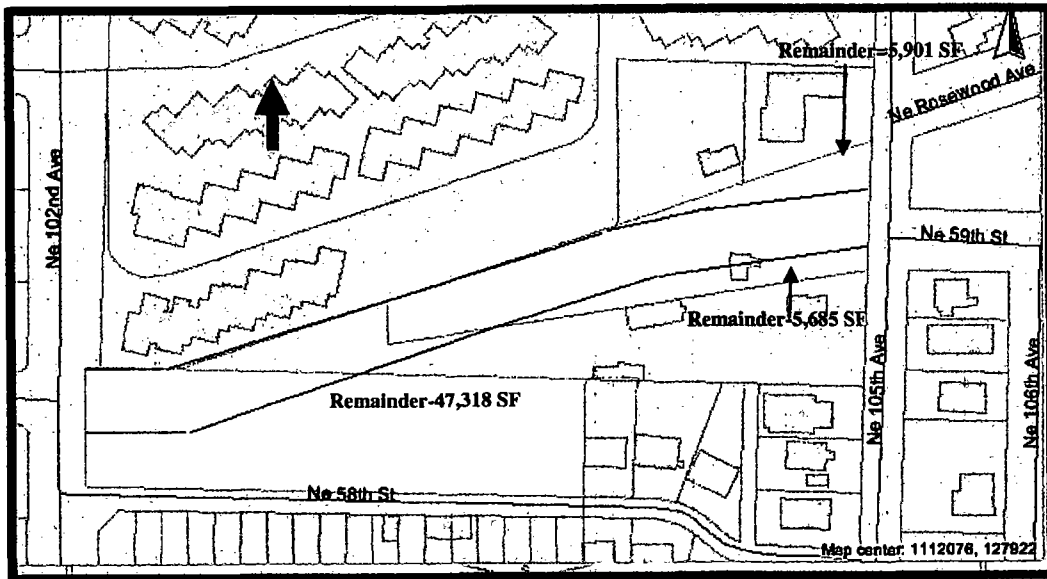
RMNW's Initials

Parcel A 5809 NE 102nd Ave. Parcel B 5904 NE 105th Ave.

SITE DESCRIPTION



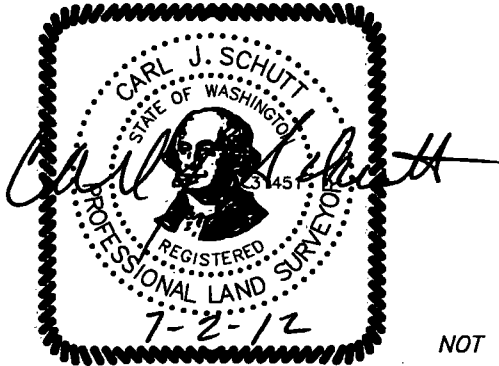
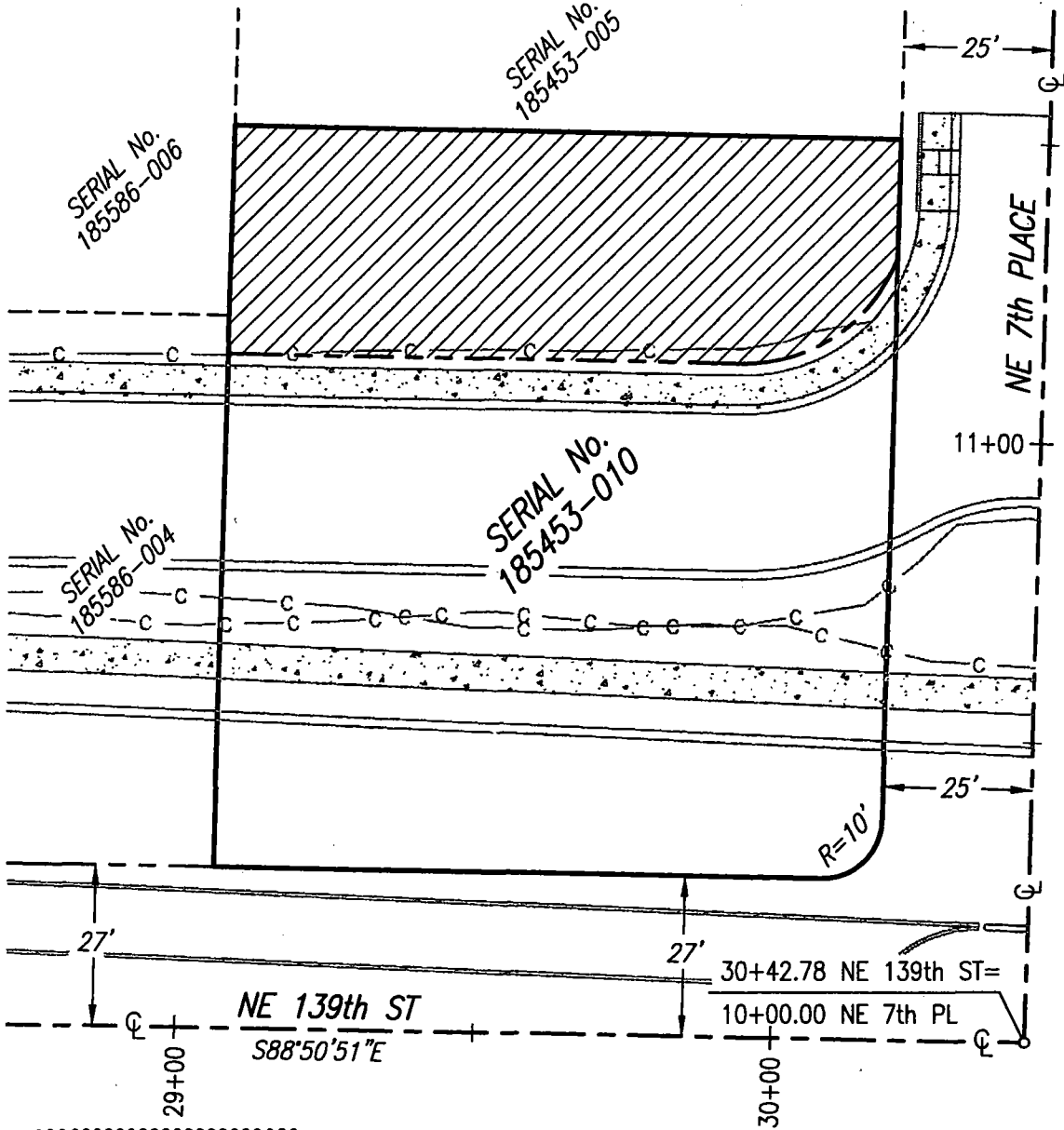
Plat Map- Before Rosewood Avenue Is Extended



Rough Sketch Depicting Proposed Extension of Rosewood Avenue

702 NE 139th St.

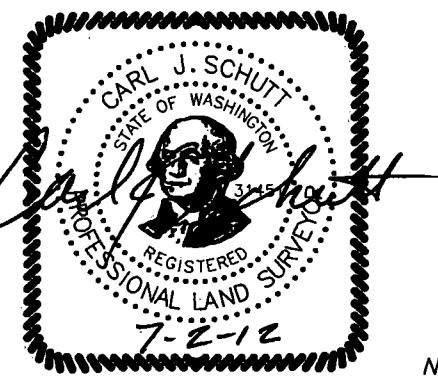
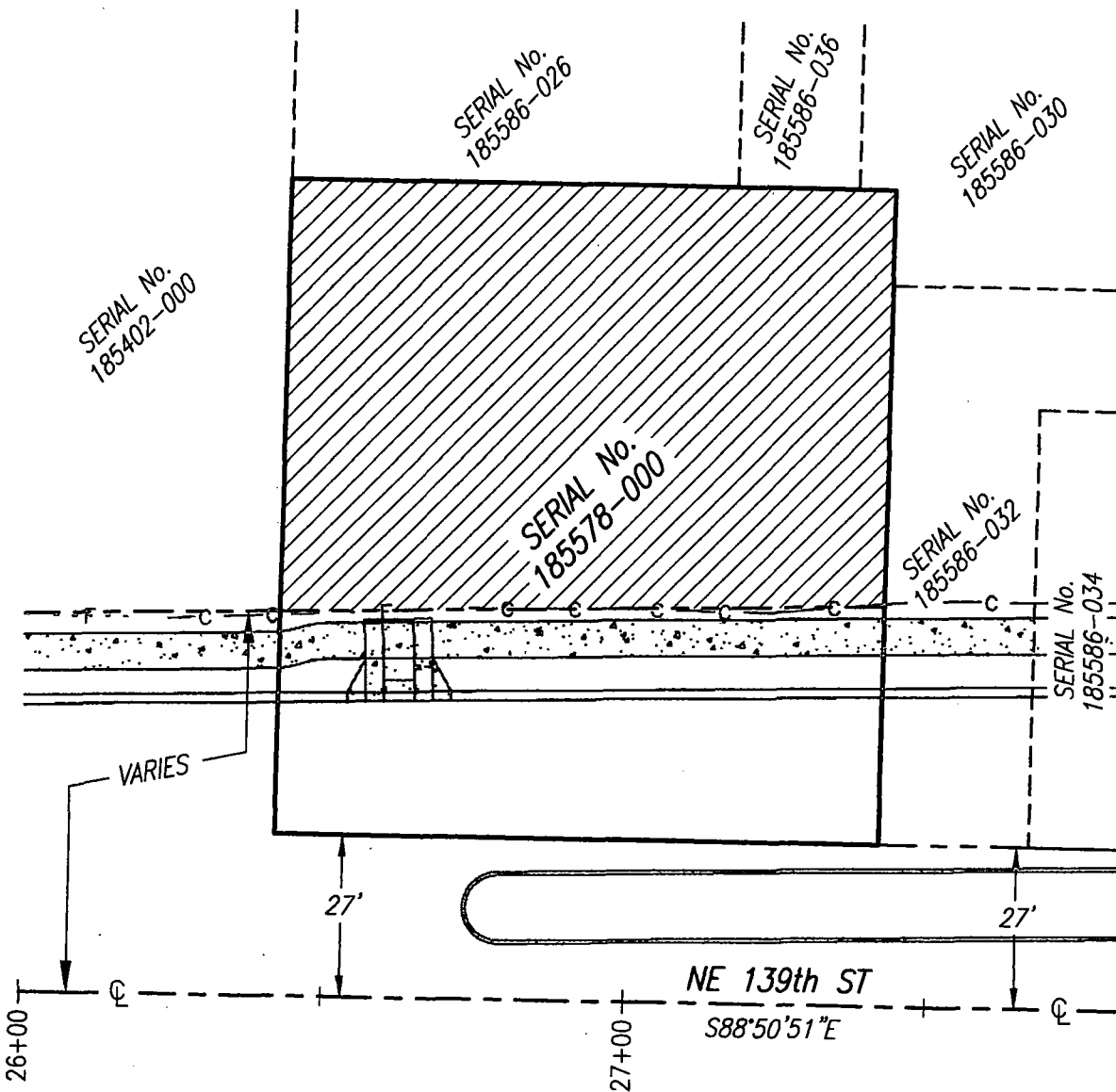
EXHIBIT "B"
SERIAL No. 185453-010



NOT TO SCALE

Clark County Public Works Vancouver, Washington		
DESIGN & ENGINEERING DIVISION OFFICE OF THE COUNTY SURVEYOR		
SE 1/4 SECTION 22 T 3 N, R 1 E, W.M.		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
DATE	SCALE	DRAWN BY
JUNE 2012	NOT TO SCALE	CJS

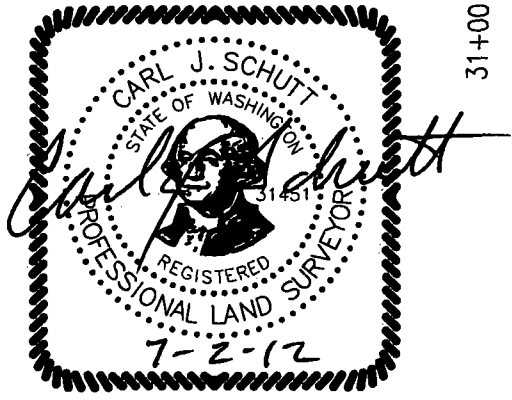
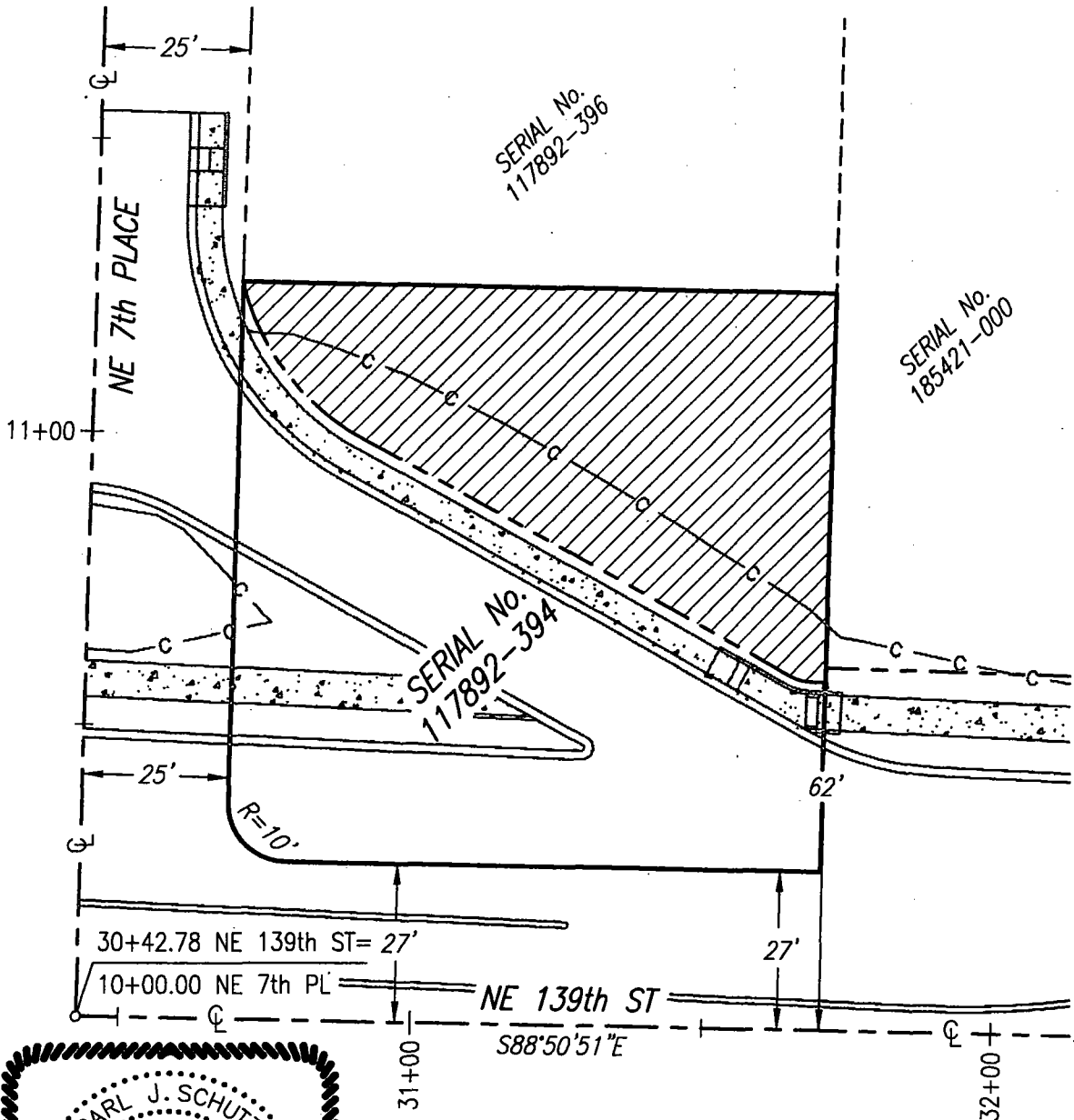
EXHIBIT "B"
SERIAL No. 185578-000



NOT TO SCALE

Clark County Public Works Vancouver, Washington		
DESIGN & ENGINEERING DIVISION OFFICE OF THE COUNTY SURVEYOR		
SE 1/4 SECTION 22 T 3 N, R 1 E, W.M.		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
DATE	SCALE	DRAWN BY
JUNE 2012	NOT TO SCALE	CJS

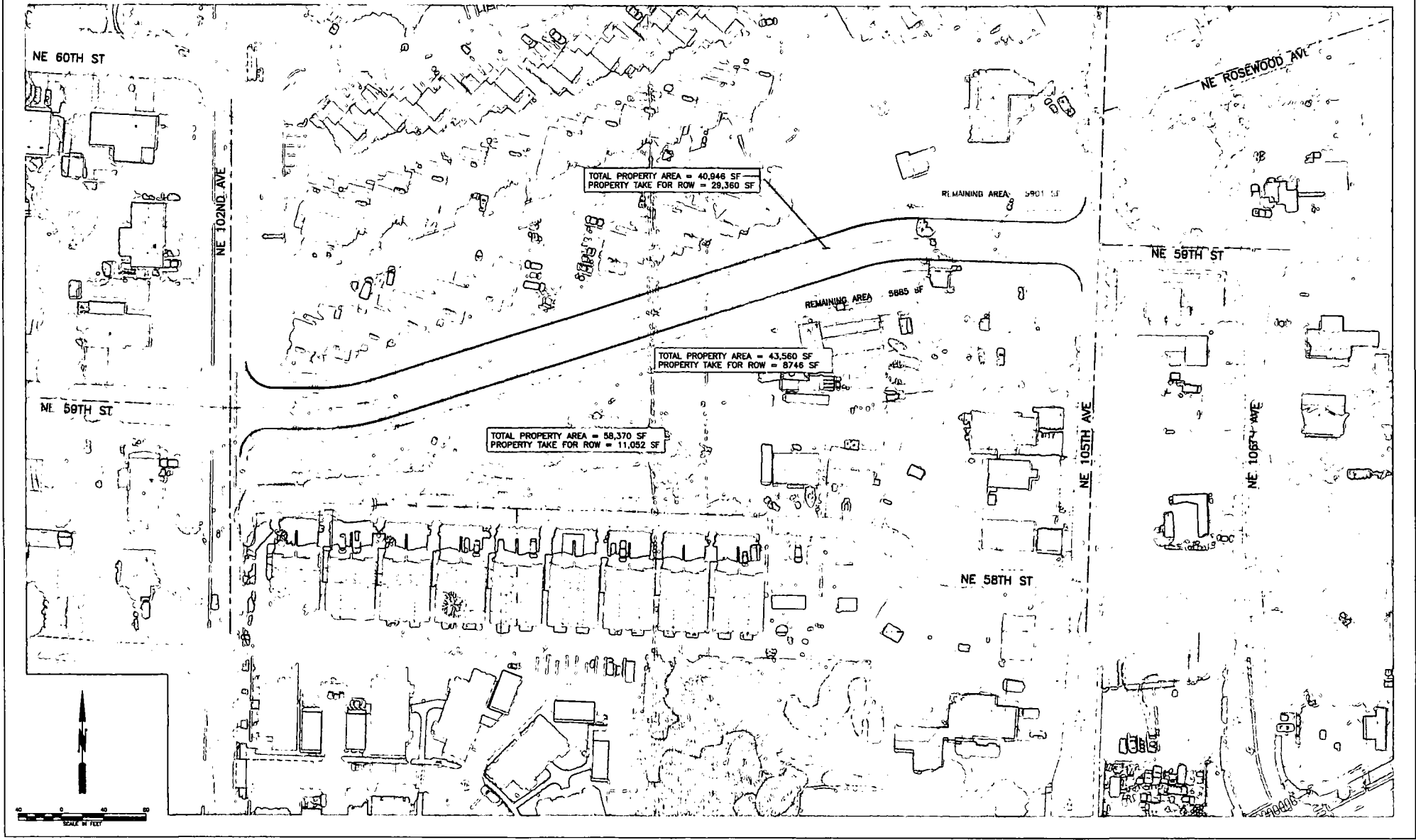
EXHIBIT "B"
 SERIAL No. 117892-394



NOT TO SCALE

Clark County Public Works Vancouver, Washington		
DESIGN & ENGINEERING DIVISION OFFICE OF THE COUNTY SURVEYOR		
SE 1/4 SECTION 22 T 3 N, R 1 E, W.M.		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
DATE	SCALE	DRAWN BY
JUNE 2012	NOT TO SCALE	CJS

NE ROSEWOOD AVE EXTENSION
OPTION 1



Surplus Properties

SE 1/4 of Section 22 T3R1E WM

Serial Number: 185453-010
Owner: CLARK COUNTY PUBLIC WORKS
Address: 702 NE 139TH ST

Serial Number: 117892-394
Owner: CLARK COUNTY PUBLIC WORKS
Address: 13903 NE 7TH PL

Serial Number: 185578-000
Owner: CLARK COUNTY PUBLIC WORKS
Address: 608 NE 139TH ST

#4 - 608 NE 139th St
ptn of 185578-000
7,030 sf

#3 - 702 NE 139th St
ptn of 185453-010
4,129 sf
WAY

#5 - 13903 NE 7th Pl
ptn of 117892-394
4,195 sf

- Major Roads
- State
 - State On-Ramp
 - Interstate
 - Interstate On-Ramp
 - Primary Arterial
 - Arterial
 - Roads

(Scale 1:897.725)

50 0 50 100 Feet

Set Dept Name in Preferences

<Empty Picture>



Plot Date: May 6, 2013 Map produced by:
Information shown on this map was collected from several sources. Neither
Clark County or the agency producing this document accept responsibility
for any inaccuracies that may be present.