

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks and Lands Division

DATE: July 7, 2020

REQUESTED ACTION: Approve two purchase and sale agreements for two separate 24-acre properties (Parcel No. 212116-000 and Parcel No. 212161-000) as part of the Conservation Futures East Fork Lewis River Mason Creek Project.

Consent Hearing County Manager

BACKGROUND

In November 2017, the Clark County Council approved Resolution No. 2017-11-06 authorizing the purchase of ten projects as part of the \$7 million Conservation Futures bond. These acquisitions are components of the East Fork Lewis River – Mason Creek project. Council authorized the use of Conservation Futures bond revenues for this project via Staff Report #54-18 and Resolution No. 2018-02-07. The properties are adjacent to one another and located along the East Fork Lewis River in the vicinity of Mason Creek.

The East Fork Lewis River – Mason Creek project is partially funded through grant agreement 18-1412C with the state Recreation and Conservation Office, approved by Council via Staff Report #15-19 and Resolution No. 2019-02-03. This request authorizes purchase and sale agreements for two of the properties that are components of the grant award. Other components of the grant project include:

- Designing a 65-acre salmon habitat restoration project over parcels 212116-000, 212161-000 and 212335-000, an adjacent 19-acre county-owned parcel, and lowland portions of four private properties on the north side of Mason Creek.
- The restoration design is being prepared by the Lower Columbia Estuary Partnership and is fully funded by the grant (\$156,672).
- Once the restoration design is completed, the intent is to purchase conservation easements over those portions of the four private parcels that will be affected by the design. Specific acreage and cost is not known at this time.

COUNCIL POLICY IMPLICATIONS

The acquisitions are consistent with Council policy and were previously approved in 2017 as part of the \$7 million Conservation Futures bond.

ADMINISTRATIVE POLICY IMPLICATIONS

The East Fork Lewis River – Mason Creek project is partially funded by state Recreation and Conservation Office grant 18-1412C. The executed grant agreement between the county and the Recreation and Conservation Office includes performance milestones. It is important for the county to demonstrate progress toward completing milestones to ensure grant compliance.

COMMUNITY OUTREACH

There was an extensive public process leading up to the Council adoption of Resolution 2017-11-06 and the \$7 million Conservation Futures bond. An initial list of acquisition projects was compiled by soliciting project proposals from cities, non-profit conservation organizations and other eligible users of conservation futures funds. Council reviewed project proposals and funding strategies during a July 26, 2017 work session and referred the proposals and funding strategies to the Parks Advisory Board for review and prioritization. The Parks Advisory Board met three times in August and September, 2017 to vet the proposals and financing scenarios, and develop recommendations for Council consideration. These were presented to Council at the September 27, 2017 work session. Council provided direction and staff returned to Council for adoption of Resolution 2017-11-06 on November 7, 2017.

BUDGET IMPLICATIONS

Total purchase price for the two properties is \$695,000. The approved 2020 - 2025 Stormwater Capital Plan (SR# 163-19, Resolution No. 2019-12-04) allocates \$300,000 in Clean Water funds for these two acquisitions to address structural stormwater control requirements under the Phase I Municipal Stormwater Permit. Grant agreement 18-1412C with the state Recreation and Conservation Office allocates \$288,730 for the two acquisitions. Conservation Futures revenue will be used to make up the difference for these acquisitions, allocating \$106,270.

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	\$406,270; (\$300,000-Clean Water/\$106,270-Conservation Futures)
Grant Fund Dollar Amount	\$288,730 (Grant is a reimbursable. County must incur costs first.)
Account	3085, Conservation Futures; 4420, Clean Water
Company Name	Clark County

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Purchase and Sale Agreement for Parcel No. 212116-000; (2) Purchase and Sale Agreement for Parcel No. 212161-000; and (3) Acquisition Map

Galina Burley

Galina Burley, MPA
Parks and Lands Division Manager

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff: Patrick Lee, ext. 1652

APPROVED: *Eddie Duran*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: 07-07-2020

SR# 093-20



REAL ESTATE PURCHASE AND SALE AGREEMENT RE 2012

On this 21 day of April, 2020, Paula A. Parnell-Davis, as her separate estate, hereinafter referred to as "Seller", and Clark County, a political subdivision of the State of Washington, hereinafter referred to as "Purchaser", hereby agree as follows:

Seller agrees to sell real property and Purchaser, subject to the contingencies set forth herein, agrees to buy real property located in Clark County, Washington, commonly known as Assessor's Tax Serial Parcel number 212116-000 (#22 SEC 13 T4N R1EWM), and more fully described in Exhibit "A" to this agreement.

- 1) **Purchase Price:** The total purchase price shall be Three Hundred and Forty Five Thousand and 00/100 Dollars (\$345,000), which is based on an independent appraisal. The purchase price shall be payable in cash at closing.
- 2) **Earnest Money:** Purchaser herewith delivers to Clark County Title Company (hereafter "escrow agent" or "Title Company") its check./warrant in the sum of \$5,000 and 00/100 Dollars (\$5,000) as earnest money. It is understood and agreed that if the Purchaser's pre-closing due diligence reports disclose items that are not acceptable, the earnest money will be refunded to Purchaser.
- 3) **Title:** The property shall be conveyed by means of a Statutory Warranty Deed, free and clear from all liens, encumbrances and encroachments. Purchaser will order a final title insurance policy prior to closing. The title insurance commitment shall evidence the Seller's ability to deliver title at closing as set forth in paragraph 5 below.
- 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 20 days after the effective date of this Agreement. Seller shall, within 30 days of the effective date of this Agreement, provide purchaser with copies of all environmental studies or analysis that has been done on the property.
- 5) **Closing and Prorations:**
 - a) Seller shall pay
 - i) 50% of the escrow and closing costs
 - ii) Real Estate Excise Tax
 - b) Purchaser shall pay:
 - i) Title insurance policy
 - ii) 50% of the escrow and closing costs
 - c) Property taxes shall be prorated as of closing.

- 6) **Closing of Sale:** The sale shall be closed in the office of Clark County Title Company on or before ninety days following execution of this Purchase and Sale Agreement or completion and county review of due diligence studies per provision 10, "Contingencies", below, whichever is later. "Closing" means the date on which all documents are recorded and sale proceeds are available to the Seller. If closing does not occur as stated above for any reason other than Seller's breach of this Agreement, then either party shall have the right to terminate this Agreement by written notice to the other party.
- 7) **Possession:** Purchaser shall be entitled to possession of the property (and all existing keys to locks, alarms and any portable control devices for accessing property) at the time of closing, unless otherwise agreed to herein.
- 8) **Access:** Purchaser and its architects, engineers, other agents and designees shall have reasonable access to the property, starting on the effective date of this Agreement, for the purpose of making any investigation, test or survey reasonably related to the purchase of the property.
- 9) **Default:** In the event Purchaser fails, without legal excuse, to complete the purchase of the Property, the Earnest Money shall be forfeited to the Seller as the sole and exclusive remedy available to Seller.
- 10) **Disclosures in Form 17 or 17C:** Purchaser will have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 or 17C. If Seller provides Purchaser with a disclosure statement pursuant to RCW 64.06 (Form 17 or 17C, whichever is applicable), Purchaser may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17 or 17C; and if the parties so agree, Purchaser may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C. Nevertheless, Purchaser is advised to use due diligence to inspect the Property to Purchaser's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. Purchaser maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment.
- 11) **Contingencies:**
 - a) Seller records Boundary Line Adjustment BLA 2017-00032.
 - b) Purchaser completes due diligence studies including property boundary survey, level one environmental site assessment, cultural resources survey and others as necessary to satisfy Washington State Recreation and Conservation Office requirements
 - c) Legal vehicular access acceptable to Purchaser is conveyed with the real property
- 12) **Conditions:** Prior to vacating the property, Seller will remove all personal belongings and trash from the site. It is the responsibility of the Seller to notify all utility

companies that the property has been sold and to transfer service to Clark County's name upon vacating the property.

- 13) **Hazardous Substances:** Seller represents and warrants that they are not aware of any hazardous substances 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.
- 14) **County Council Approval:** It is mutually understood and agreed that this offer and acceptance and closing is specifically conditioned upon approval by the Clark County Council.
- 15) **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 time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and 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.
- 16) **Sellers Obligations-Certification of Nonforeign Status:** Seller warrants that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of the closing date. Seller shall deliver to Purchaser at closing a Certificate of Non-foreign Status, in a form reasonably acceptable to Purchaser, setting forth Seller's address and United States taxpayer identification number and certifying that Seller is not a foreign person as so defined.

Agreed, Accepted and Acknowledged:

Seller

Paula A. Parnell-Davis

BY: Paula A. Parnell-Davis

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
PROSECUTING ATTORNEY

BY: Bill Richardson
Bill Richardson
Deputy Civil Prosecutor

Purchaser

CLARK COUNTY COUNCIL
FOR CLARK COUNTY, WASHINGTON

BY: Eileen Quiring 07-07-2020
Eileen Quiring, Chair

BY: _____
Temple Lentz Councilor

BY: _____
Julie Olson, Councilor

BY: _____
John Blom, Councilor

BY: _____
Gary Medvigy, Councilor



REAL ESTATE PURCHASE AND SALE AGREEMENT

RE 20-13

On this 21 day of April, 2020, **Dean Swanson**, as his **separate estate**, hereinafter referred to as "Seller", and **Clark County, a political subdivision of the State of Washington**, hereinafter referred to as "Purchaser", hereby agree as follows:

Seller agrees to sell real property and Purchaser, subject to the contingencies set forth herein, agrees to buy real property located in Clark County, Washington, commonly known as Assessor's Tax Serial Parcel number 212161-000 (#67 SEC 13 T4N R1EWM 25.17A), more fully described in Exhibit "A" to this agreement.

- 1) **Purchase Price:** The total purchase price shall be Three Hundred and Fifty Thousand and 00/100 Dollars (\$350,000), which is based on an independent appraisal. The purchase price shall be payable in cash at closing.
- 2) **Earnest Money:** Purchaser herewith delivers to Clark County Title Company (hereafter "escrow agent" or "Title Company") its check./warrant in the sum of \$5,000 and 00/100 Dollars (\$5,000) as earnest money. It is understood and agreed that if the Puchaser's pre-closing due diligence reports disclose items that are not acceptable, the earnest money will be refunded to Purchaser.
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Seller

Dean Swanson

BY: Dean Swanson

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
PROSECUTING ATTORNEY

BY: Bill Richardson
Bill Richardson
Deputy Civil Prosecutor

Purchaser

CLARK COUNTY COUNCIL
FOR CLARK COUNTY, WASHINGTON

BY: Eileen Quiring 07-07-20
Eileen Quiring, Chair

BY: _____
Temple Lentz Councilor

BY: _____
Julie Olson, Councilor

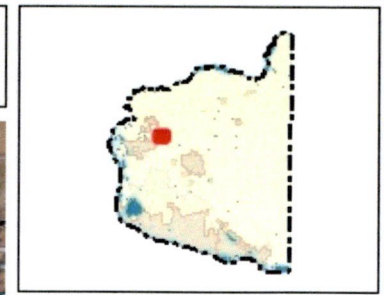
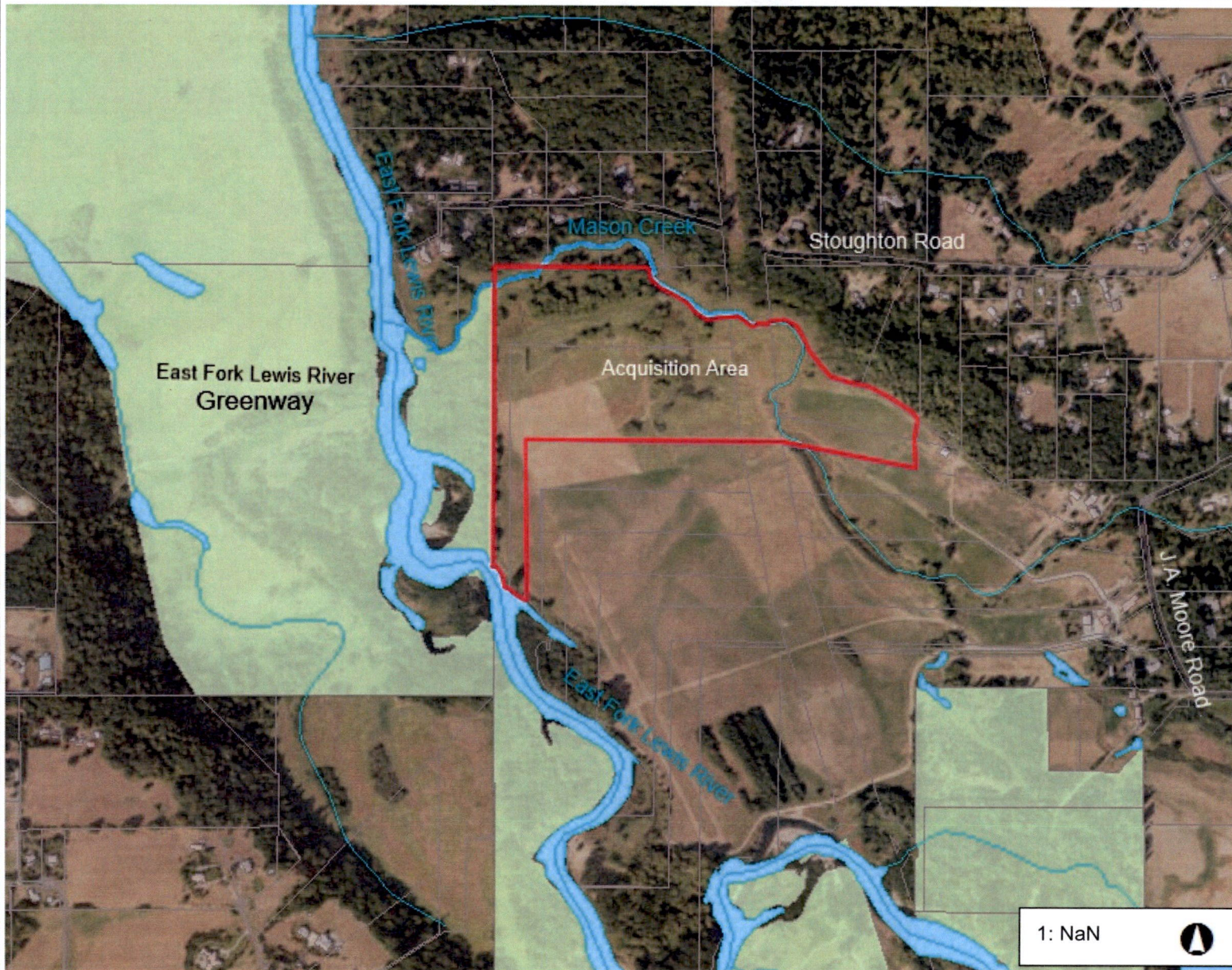
BY: _____
John Blom, Councilor

BY: _____
Gary Medvigy, Councilor





Davis and Swanson Acquisition



- Legend**
- Stream
 - Lake
 - Building Footprints
 - Taxlots
- County Lands by Owner**
- Clark County
 - Clean Water Program
 - General Services
 - General Services - Amphitheater
 - General Services - Fairgrounds
 - General Services - Railroad
 - General Services - Sheriff
 - Legacy Lands
 - Parks
 - Public Works
 - Public Works - Operations Center
 - Treasurer
- Cities Boundaries
 - Urban Growth Boundaries

Notes:

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

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East Fork Lewis River Greenway Mason Creek Acquisitions

Public Works Parks and Lands Division



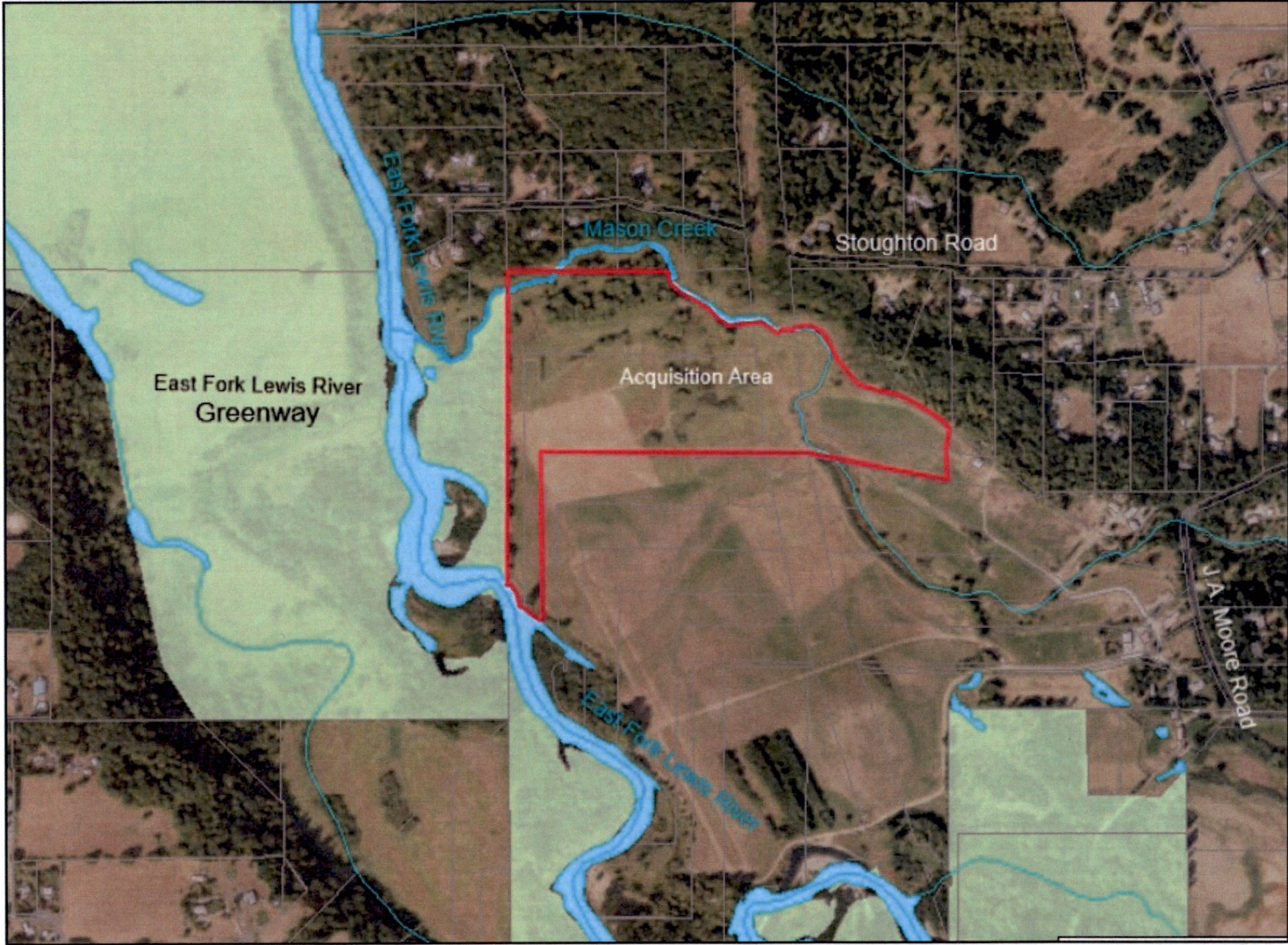
Project Description

- Public Works Parks and Lands Division is seeking to acquire 48 acres along the East Fork Lewis River and Mason Creek to facilitate salmon habitat restoration
- This project is part of the 2017 Conservation Futures bond project, approved via Resolution 2017-11-06
- The project involves the development of a salmon habitat restoration design over 65 acres including these parcels, an adjacent county-owned 19-acre parcel, and 4 private parcels.

Funding Source	Amount
Clean Water Fund 4420	\$300,000
Salmon Recovery Funding Board Grant 18-1412	\$288,730
Conservation Futures Bond Revenue	\$106,270
Total	\$695,000

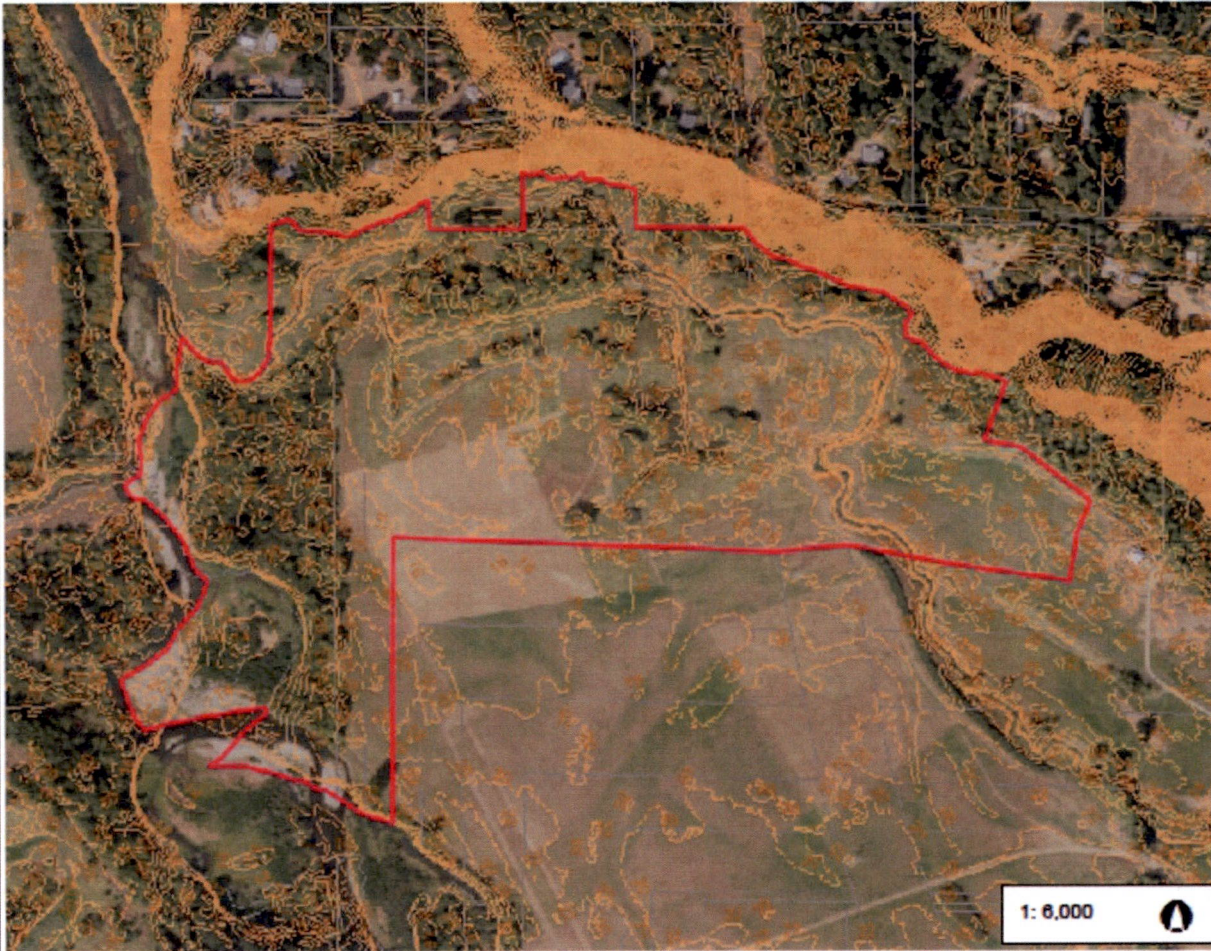
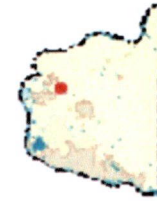


Project Location





Area of Potential Effect 18-1412C



Legend

- Contour Lines - 2 ft
- Building Footprints
- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

1,000.0 0 500.00 1,000.0 Feet

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

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