

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Engineering & Construction Division

DATE: May 19, 2020

REQUESTED ACTION: Authorize the County Manager to accept a Warranty Deed from Russell and Rebecca Manning and execute an access easement and maintenance agreement for Parcel No. 185404-000. CRP No. 323322

Consent Hearing County Manager

BACKGROUND

Clark County is acquiring 34,436 square feet of land to construct a storm water facility, outfall structures to an unnamed creek, and plant mitigation site for the Northeast 10th Avenue project (CRP No. 323322). In addition, the county is acquiring an access easement, conservation easement and a temporary construction easement to construct the project. The parcel is zoned industrial.

An independent appraiser hired by the county determined just compensation to be \$158,645 for the fee acquisition. An appraiser hired by the property owner to review the county's appraisal determined the value to be \$183,052. The county agreed to settle for the additional \$24,407. The county is also paying \$11,855 for the access easement, conservation easement and temporary construction easement which will be executed by the Public Works Director under the Authority of CCC2.33A.090. Total compensation for all property rights is \$194,907.

The project requires the closure of the property owner's driveway off Northeast 10th Avenue and construction of a new driveway to Northeast 149th Street. The driveway will be on county property and will also provide the county access to the storm water facility and mitigation site. Since the driveway will be on county property, the county will convey an easement for access and enter into a maintenance agreement with the property owner.

This project will improve Northeast 10th Avenue between Northeast 149th Street and Northeast 154th Street and is scheduled to go to bid in the fall of 2020.

COUNCIL POLICY IMPLICATIONS

None. Acquisition funds for this parcel are included in the 2020-2025 Transportation Improvement Program and the 2020 Annual Construction Program.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

This project has been involved in a public outreach program that included direct property owner contact, open houses and newsletters.

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.

BUDGET DETAILS

Local Fund Dollar Amount	\$194,907
Grant Fund Dollar Amount	N/A
Account	Road Fund
Company Name	N/A

DISTRIBUTION:

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

ATTACHMENTS: (1) Warranty Deed; (2) Maintenance Agreement; (3) Access Easement; (4) Resolution; and (5) PowerPoint

Tom Grange

Tom Grange, PE
Engineering & Construction Division Manager

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Cherie Sabug

Cherie Sabug
Interim Finance Division Manager

Laura Henry Slye, ext. 4777 ^

APPROVED *Silvia Jurina*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: May 19, 2020

SR# 073-20



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

Document Title: Warranty Deed
Grantors: Russell Manning and Rebecca Manning
Grantee: Clark County, Washington
Legal Description: #7 Sec 22 T3N R1E WM
Additional Legal Description is on Page 3 of Document.
Assessor's Tax Parcel Number: 185404-000 (8)

DE 20-08

WARRANTY DEED

NE 10th Avenue (NE 149th Street to NE 154th Street)

The Grantors, **RUSSELL MANNING and REBECCA MANNING, husband and wife** for and in consideration of the sum of One Hundred Eighty-three Thousand Fifty-two and No/100 (\$183,052.00) 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:

See Exhibits attached hereto and made a part hereof.

The Grantor requests the Clark County Assessor and Treasurer to set over to the remainder of the hereinafter described parcel "A", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

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 the County Council, Clark County, Washington or its authorized agent.

WARRANTY DEED

Date: 4/13/2020

Russell S Manning
Russell Manning

Accepted on behalf of Clark
County, Clark County, Washington

Kathleen Otto
Kathleen Otto
Interim County Manager

Rebecca L. Manning
Rebecca Manning

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that Russell Manning and Rebecca Manning 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: April 13, 2020

[Signature]

Notary Public in and for the State of WA
Residing at Kidgefield
My commission expires: 1-1-2024





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**PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE**

**EXHIBIT "A"
NE 10th AVENUE - CRP # 323322
MANNING DESCRIPTION**

A parcel of land lying in the northeast 1/4 of Section 22, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

All that portion of that parcel described in that Statutory Warranty Deed to Russell Manning and Rebecca Manning, husband and wife, recorded September 17, 2013, under Auditor's File No. 5015211, **except** that portion thereof described in that Deed to Clark County, a political subdivision of the State of Washington, recorded July 27, 2012, under Auditor's File No. 4876392, listed as Serial No. 185404-000, records of Clark County, Washington, lying easterly of the following described line:

Beginning at a point on the southerly line of said parcel, said point being 277.50 feet westerly of, when measured at right angles to the centerline of NE 10th Avenue, as described in Exhibit "B", attached; thence to a point 265.00 feet westerly of, when measured at right angles to said centerline opposite Engineers' station 38+25.00; thence to a point 245.00 feet westerly of, when measured at right angles to said centerline opposite station 38+35.00; thence to a point 222.00 feet westerly of, when measured at right angles to said centerline opposite station 38+40.00; thence to a point 202.00 feet westerly of, when measured at right angles to said centerline opposite station 38+38.00; thence to a point 198.00 feet westerly of, when measured at right angles to said centerline opposite station 38+64.80; thence to a point 192.00 feet westerly of, when measured at right angles to said centerline opposite station 39+05.00; thence to a point 194.00 feet westerly of, when measured at right angles to said centerline to a point on the northerly line of said parcel, and there terminating, all in Clark County, Washington.

This description contains 34,436 square feet as calculated by the double meridian distance method.



WRITTEN BY: *CS*
REVIEWED BY: *SD*



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**PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE**

**EXHIBIT "B"
NE 10th AVENUE CENTERLINE DESCRIPTION
CRP #323322**

A strip of land of varying width lying in Sections 14, 15, 22, and 23, Township 3 North, Range 1 East of the Willamette Meridian, the centerline of said strip being more particularly described as follows:

Beginning at brass cap marking the southeast corner of said Section 22, being designated as Engineer's station 10+00.00; thence North 1°34'47" East 2637.05 feet to a brass cap marking the east quarter corner of said Section 22; thence North 1°34'43" East 2620.50 feet to a brass cap marking the northeast corner of said Section 22, and there terminating, all in Clark County, Washington.

Bearings are based on the east line of the southeast quarter of Section 22, Township 3 North, Range 1 East, WM as being North 1°34'47" East.



WRITTEN BY: *CJS*
REVIEWED BY: *SL*

1300 FRANKLIN STREET • P.O. BOX 9810 • VANCOUVER, WASHINGTON 98666-9810 • <http://www.clark.wa.gov>
(360) 397-6118, EXTENSION 4395 • FAX (360) 759-6046 • TDD (360) 397-6057

323322-NE 10 AVE cl.doc

Clark County Public Works
Vancouver, Washington

DESIGN & ENGINEERING DIVISION
OFFICE OF THE COUNTY SURVEYOR

NE 1/4 SECTION 22
T 3 N, R 1 E, W.M.

RIGHT-OF-WAY ACQUISITION
SKETCH FOR LEGAL DESCRIPTION

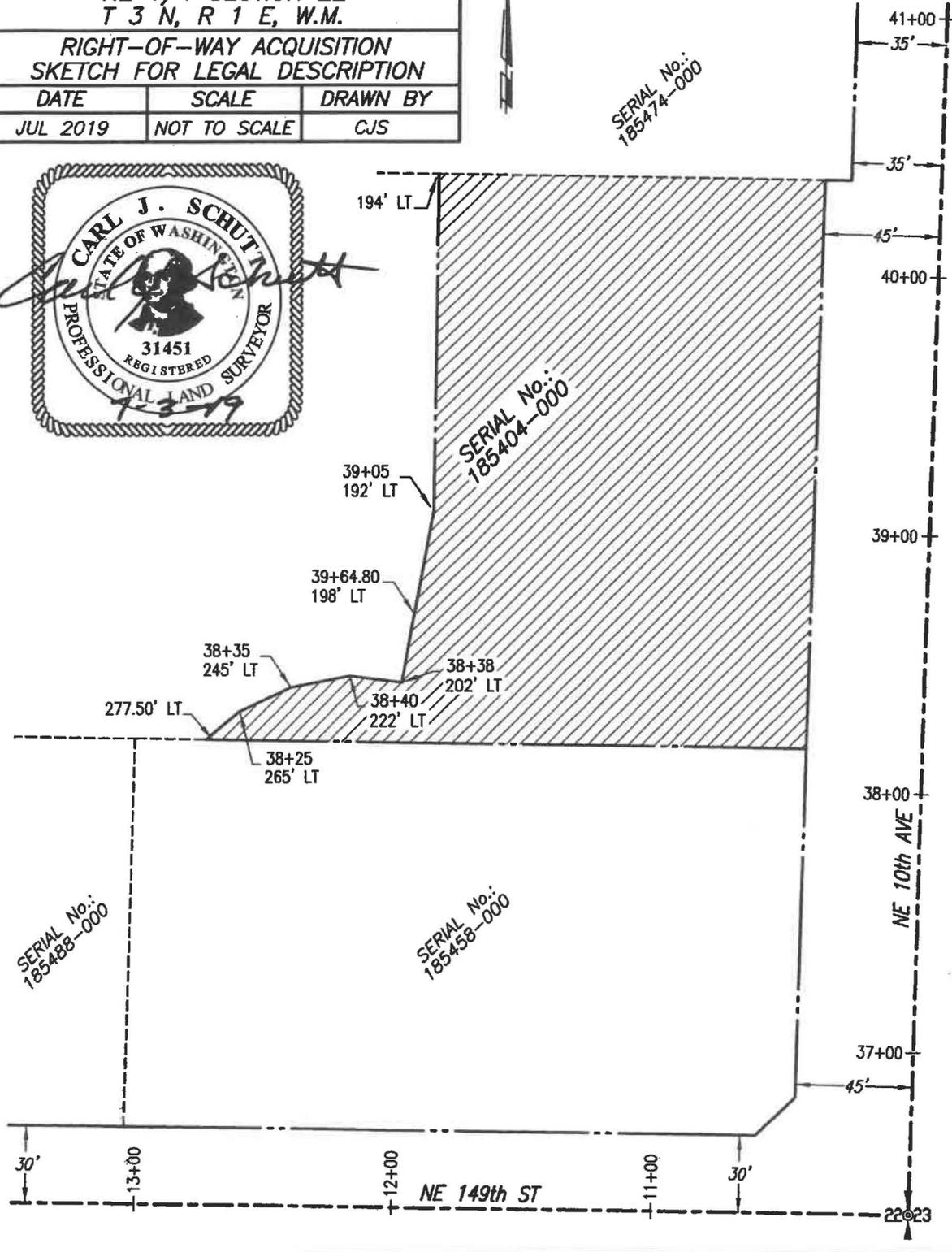
DATE	SCALE	DRAWN BY
JUL 2019	NOT TO SCALE	CJS

EXHIBIT "C"

SERIAL No. 185404-000

NOT TO SCALE

SERIAL No.:
185474-000



After recording return to:
Clark County Public Works
Real Property Services
P.O. Box 9810
Vancouver, WA 98666-9810

Document Title: Driveway Maintenance Agreement
By and Between: Clark County and
Russell Manning and Rebecca Manning
Legal Description: SE 1/4 of the NE 1/4 Sec 22T3N R1E WM
Additional Legal Description is attached as Exhibit "A" and Exhibit "B"
Serial #: 185458000; 185404000
Project: NE 10th Avenue (NE 149th Street to NE 154th Street)
CRP#: 323322

MAINTENANCE AGREEMENT

THIS AGREEMENT for the construction, maintenance and repair of a private driveway and access easement, made this 13th day of April, 2020 by Russell Manning and Rebecca Manning, husband and wife (hereinafter referred to as "Landowner") and Clark County, a political subdivision of the State of Washington (hereinafter referred to as "County").

WHEREAS, the Landowners are the owners of the property described in Exhibit A attached hereto and the County is the owner of the property described in Exhibit B hereto; and

WHEREAS, it is the mutual desire of the parties that said driveway and access easement to be maintained in a safe and usable condition to benefit both parties.

WHEREAS, it is the mutual desire of the parties hereto to establish a plan for the construction, maintenance and repair of said driveway and access easement and for the sharing of the expenses of such maintenance and repair between existing and future parties.

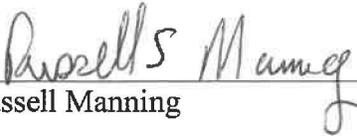
WHEREAS, the Landowner will utilize the private driveway and access easement on a continuous daily basis for residential and business related uses located on the Easterly 30 feet of said County property as described under AF # _____.

WHEREAS, the County will utilize the private driveway and access easement located on County property only a few times per year times per year for the purposes of inspecting the storm water facility and conservation easement areas as well as that portion of property owned by the Landowners and described under AF# _____.

WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive Owners.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County shall construct the access and driveway to county standards as part of the NE 10th Avenue road project at no cost to the Landowner.
2. Landowner shall be responsible for the reasonable and routine maintenance of driveway and access area such as mowing grass shoulders, sweeping pavement and normal asphalt sealant.
3. As needed, the County shall inspect the access and driveway for normal wear and tear and make the necessary repairs, if required.
4. Any extraordinary repair required correcting any damage to said driveway that resulted from actions of either party, or their successors in interest, shall repair or restore the driveway to the condition existing prior to said damage. (i.e. heavy truck usage, heavy equipment).
5. Each party agrees to indemnify and hold harmless each other for claims that might arise as a result of this agreement.
6. This agreement shall be recorded by the County and shall run with the land and shall be binding all successors, heirs, executors, administrators, and assigns.



Russell Manning



Rebecca Manning

Clark County, Washington

By: 

Kathleen Otto
Interim County Manager

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that Russell Manning and Rebecca Manning 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: April 13, 2020

[Signature]

Notary Public in and for the State of WA
Residing at Ridge Rd, WA
My commission expires: 1-1-2024



STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Kathleen Otto signed this instrument on oath stated that he is authorized to execute the instrument and acknowledged it as the County Manager of Clark County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: May 19, 2020

Rebecca L. Messinger

Notary Public in and for the State of WA
Residing at Vancouver
My commission expires: 4/26/2021

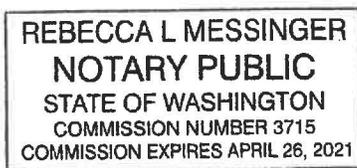


EXHIBIT "A"
Manning Property

That portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, and described as follows:

Beginning at the Southeast Corner of said Southeast Quarter of the Northeast Quarter; Thence North, along the East line thereof, 400 feet to the Northeast Corner of the tract conveyed to Frank O. Baxter by deed recorded under Auditor's file Number G 292074, said point being the True Point of Beginning hereof; Thence West, along the North line of said Baxter tract, 422.5 feet to the Northeast Corner of the tract conveyed to Leroy B. Reynolds by deed recorded under Auditor's file number G 455742; Thence South, along the East line of said Reynolds tract, 220 feet to the Northwest Corner of the tract conveyed to Ralph J. Benson by deed recorded under Auditor's file number G 490266; Thence East, along the north line of said Benson Tract and the Easterly extension thereof; 422.5 feet to the East line of said Southeast Quarter of the Northeast Quarter: Thence North, along said East line, 220 feet to the True Point of Beginning thereof.

Except the East 30 feet lying within NE 10th Avenue.

Also, except that portion conveyed to Clark County, a political subdivision of the State of Washington, by Statutory Warranty Deed recorded July 27, 2012, under Auditor's file number 4876392.

Exhibit "B"
County Property
Previously Baxter property

Beginning at the Southeast Corner of the Northeast Quarter of Section 22, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington; Thence North 180 feet; Thence West 305 feet; Thence South 180 feet to a point that is 305 feet West of The Point of Beginning; Thence East 305 feet to the Point of Beginning.

Excepting a strip of land 20 feet wide along the south side thereof and a strip of land 30 feet wide along the east side thereof, reserved for road purposes.

Also except county roads.

Also, except that portion conveyed to Clark County, a political subdivision of the State of Washington, by Statutory Warranty Deed recorded July 27, 2012, under Auditor's file number 4876391.

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

EA 20-09

Document Title: Access Easement
Grantors: Clark County, Washington
Grantee: Russell Manning and Rebecca Manning
Legal Description: #67 Sec 22 T3N R1E WM
Additional Legal Description is on Page 3 of Document.
Assessor's Tax Parcel Number: 185458-000

ACCESS EASEMENT

NE 10th Avenue (NE 149th Street to NE 154th Street)

The Grantor, **CLARK COUNTY**, a political subdivision of the State of Washington, for and in consideration of Ten Dollars and No/100 (\$10.00), convey and grant unto **RUSSELL MANNING and REBECCA MANNING, husband and wife** and its assigns, Grantee, an easement over, under, upon and across the hereinafter described lands for the purpose of ingress and egress.

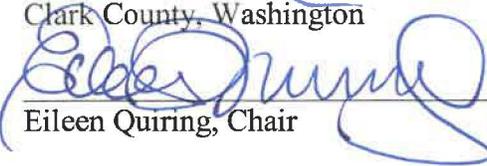
Said lands being situated in Clark County, State of Washington, and described as follows:

See Exhibits attached hereto and made a part hereof

Dated: May 19, 2020.

ACCESS EASEMENT

County Council
Clark County, Washington


Eileen Quiring, Chair

Temple Lentz, District 1

Julie Olson, District 2

John Blom, District 3

Gary Medvigy, District 4



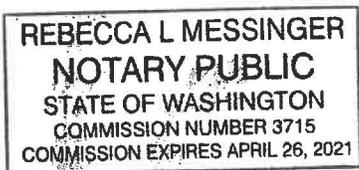
STATE OF WASHINGTON

COUNTY OF CLARK

On this 19th day of May, 2020, before me personally appeared Eileen Quiring, _____ and _____, to me known to be the duly elected, qualified and acting County Councilors(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument by resolution of the County Council, Clark County, Washington and that the seal affixed is the official seal of Clark County.

Dated May 19, 2020 Rebecca L. Messinger

Notary Public in and for the State of WA
Residing at Vancouver
My commission expires: 4/26/2021





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**PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE**

**EXHIBIT "A"
NE 10th AVENUE - CRP # 323322
EASEMENT DESCRIPTION**

A parcel of land lying in the northeast 1/4 of Section 22, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

All that portion of that parcel described in that Deed of Personal Representative to Donald J. Baxter, a married person, recorded June 22, 2010, under Auditor's File No. 4674744, **except** that portion thereof described in that Statutory Warranty Deed to Clark County, a political subdivision of the State of Washington, recorded July 27, 2012, under Auditor's File No. 4876391, listed as Serial No. 185458-000, records of Clark County, Washington, lying westerly of a line 30.00 feet easterly of, when measured at right angles to the westerly line of said parcel, all in Clark County, Washington.

This description contains 4,500 square feet as calculated by the double meridian distance method.



WRITTEN BY: *CS*
REVIEWED BY: *CS*

CLARK COUNTY, WASHINGTON
RESOLUTION NO. 2020-05-11

In the matter of the execution of a Warranty Deed, Access Easement and Maintenance Agreement.

WHEREAS, the Clark County Council is in regular session this 19th day of May, 2020; and

WHEREAS, it appears to the Council that the interests of Clark County will be served by the acceptance of the following document:

<u>Document</u>	<u>Date</u>	
Warranty Deed	FROM:	Russell Manning and Rebecca Manning
	TO:	Clark County, Washington
	CONSIDERATION:	\$183,052

WHEREAS, it appears to the Council that the interests of Clark County will be served by the execution of the following documents:

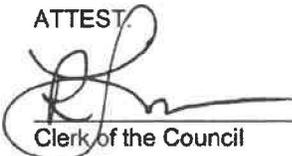
<u>Document</u>	<u>Date</u>	
Access Easement	FROM:	Clark County, Washington
	TO:	Russell Manning and Rebecca Manning
	CONSIDERATION:	Mutual Benefits

<u>Document</u>	<u>Date</u>	
Maintenance Agreement	FROM:	Clark County, Washington
	TO:	Russell Manning and Rebecca Manning
	CONSIDERATION:	Mutual Benefits

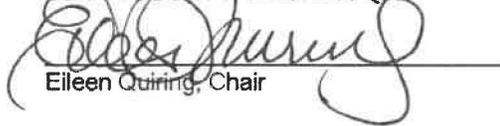
NOW, THEREFORE, it is hereby RESOLVED that the above mentioned Warranty Deed and Maintenance Agreement be accepted and executed by the County Manager and the Access Easement be executed by the County Council then be recorded and filed.

It is further RESOLVED that copies of this Resolution should be filed with the County Auditor, County Engineer and in the records of the County Council.

ATTEST


Clerk of the Council

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON


Eileen Quiring, Chair

Temple Lentz, District 1

Julie Olson, District 2

John Blom, District 3

Gary Medvigy, District 4

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney



By: Bill Richardson
Bill Richardson
Deputy Prosecuting Attorney

**Accept a Warranty Deed and Execute an
Access Easement and Maintenance
Agreement - Parcel No. 185404-000**

**Northeast 10th Avenue
CRP No. 323322**

Clark County Public Works



- Clark County is acquiring 34,436 square feet of land, an access easement, conservation easement, and temporary construction easement from Russell and Rebecca Manning for the Northeast 10th Avenue project.
- This project will improve Northeast 10th Avenue between Northeast 149th Street and Northeast 154th Street by:
 - Adding a center turn lane/median, bike lanes, and sidewalks
 - Replacing an undersized culvert on an unnamed creek
 - Constructing a storm water facility
- The project requires the closure of the Manning's driveway off Northeast 10th Avenue and the construction of a new driveway from Northeast 149th Street.
- The new driveway will be on county owned property and will also provide access to the storm water facility and mitigation site.

