

CLARK COUNTY STAFF REPORT

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

DATE: August 8, 2017

REQUESTED ACTION: Authorize the Interim County Manager to execute a Purchase and Sale Agreement and accept a Personal Representative's Deed from the Estate of Charles F. Simmons for the NE 179th Street road project.

 X Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

On February 5, 2008, the Board of County Commissioners approved the purchase of 2.25 acres from Charles F. Simmons (Tax Parcel #181936-000) for a stormwater facility for the NE 179th Street (NE 10th – 29th Avenue) road project (SR 38-08). Mr. Simmons requested to remain in the house until he passed away and agreed to sign a First Right of Refusal for the remaining .37 acres. Public Works has been contacted by the estate asking if Public Works is interested in exercising its right of first refusal. An appraisal was done and the estate offered the remainder to the county for \$275,500, which is the appraised value less listing costs. The property is needed for upcoming improvements to NE 179th Street in the vicinity of I-5.

COUNCIL POLICY IMPLICATIONS

None. The project is included in the 2017-2022 Transportation Improvement Program and the 2017 Annual Construction Program and there is budget for this purchase.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

The project has had extensive community and staff involvement through 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.

Pw17-089

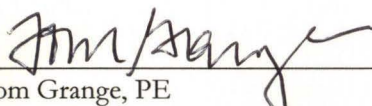
BUDGET DETAILS

Local Fund Dollar Amount	\$275,500.00
Grant Fund Dollar Amount	N/A
Account	Road Fund
Company Name	Clark County Public Works

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>
Please call extension 4975 for pick up when approved and signed.

Attachments: Purchase and Sale Agreement, Personal Representative's Deed, Resolution, Map




Tom Grange, PE
Engineering & Construction Division Manager



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

staff contact: Steve Hansen, X-4370



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 7-8-17
SR# SR 167-17





APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

CLARK COUNTY, WASHINGTON
RESOLUTION NO. 2017-08-02

IN THE MATTER OF EXECUTION OF PERSONAL REPRESENTATIVE'S DEED FROM CLARK COUNTY

WHEREAS, the Board of County Councilors, Clark County, WA is in regular session this
8th day of August, 2017, and

WHEREAS, it appears in the best interest of Clark County the following is hereby executed:

Document

Personal Representative's Deed

Data

From: Clark County, Washington
TO: Estate of Charles F. Simmons
CONSIDERATION: \$275,500.00
CRP#: 390222

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.

BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON



Marc Boldt, Chair

ATTEST:



Clerk of the Board

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

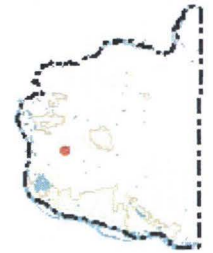
John Blom, Councilor

Eileen Quiring, Councilor





Simmons 181936-000



NE 179TH ST

NE 15TH AVE

NE 17TH AVE

**Simmons
181936-000**

**Clark County
986026-703**

Legend

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

Notes:

1: 1,866



310.9 0 155.47 310.9 Feet

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

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

REAL ESTATE PURCHASE AND SALE AGREEMENT

On this 24 day of July, 2017, The Estate of Charles F. Simmons, deceased, 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 property and Purchaser agrees to purchase property located in Clark County, Washington, commonly known as 1717 NE 179th Street, Ridgefield, Washington (#44 of Sec 14 T3N R1E WM; tax parcel number 181936-000), which is more fully described in Exhibit "A", attached hereto and made a part hereof.

1.) Purchase Price: The total purchase price shall be Two Hundred Seventy-five Thousand Five Hundred and No/100 Dollars (\$275,500.00). The purchase price shall be payable in cash at closing.

2.) Title: The property shall be conveyed by means of a Personal Representative's 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 the Seller's ability to deliver title at closing as set forth in paragraph 5 below. A final title insurance policy will be provided at closing at the expense of Purchaser.

3.) 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.

4.) Closing and Prorations: Purchaser shall pay settlement fees, including real estate excise 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.

5.) Closing of Sale: The sale shall be closed in the office of Chicago Title, 1111 Main Street, Vancouver, Washington on or before ten (10) working days following the approval of the Clark County Board of County Council. Purchaser shall submit this agreement and the Personal Representative's Deed for board approval on the first possible hearing date after receipt from Seller. Purchaser shall notify Seller once the board has approved and accepted the Personal Representative's Deed. "Closing" means the date on which all documents are recorded and sale proceeds are available to Seller.

6.) **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.

7.) **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.

8.) **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.

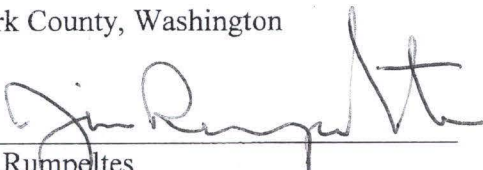
B. Seller represents and warrants that it has no actual knowledge of any hazardous or toxic waste, substance, or materials on or under the subject property.

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

Agreed, Accepted And Acknowledged:

PURCHASER:

Clark County, Washington

By: 
Jim Rumpeltes
Interim County Manager

SELLER:

The Estate of Charles F. Simmons


By: 
Charles D. Simmons
Personal Representative

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 181936000

Parcel I

A parcel of land lying in the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that parcel described in Statutory Warranty Deed recorded under Auditor's File No. 7712020169, records of Clark County, Washington, being more particularly described as follows:

BEGINNING at a point on the Easterly line of said parcel, said point being 50.00 feet Southerly of, when measured at right angles to the centerline of Northeast 179th Street; thence Westerly, 50.00 feet Southerly of, and parallel with said centerline to a point 20.00 feet Easterly of, when measured at a right angles to the Westerly line of said parcel; thence Southerly, parallel with said Westerly line, to a point 150.00 feet Southerly of, when measured at right angles to, said centerline; thence Easterly, parallel with said centerline, to a point on the Easterly line of said parcel, said point being 150.00 feet Southerly of, when measured at right angles to, said centerline; thence Northerly along said Easterly line to the Point of Beginning.

Parcel II

An access easement over a parcel of land lying in the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that parcel described in Statutory Warranty Deed recorded under Auditor's File No. 7712020169, records of Clark County, Washington, being more particularly described as follows:

BEGINNING at a point on the Westerly line of said parcel, said point being 50.00 feet Southerly of, when measured at right angles to the centerline of Northeast 179th Street; thence Easterly 50.00 feet Southerly of, and parallel with said centerline to a point 20.00 feet Easterly of, when measured at a right angles to, the Westerly line of said parcel; thence Southerly, parallel with said Westerly line, to a point 150.00 feet Southerly of, when measured at right angles to, said centerline; thence Westerly, parallel with said centerline, to a point on the Westerly line of said parcel, said point being 150.00 feet Southerly of, when measured at right angles to, said centerline; thence Northerly along said Westerly line to the Point of Beginning.

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ALTA Commitment (Adopted: 06.17.2006)

AMERICAN
LAND TITLE
ASSOCIATION



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Recording requested by:

DORINE SKORDAHL, LPO
Chicago Title Company
1111 Main Street
Suite 200
Vancouver, WA 98660

PERSONAL REPRESENTATIVE'S DEED

GRANTOR: CHARLES D. SIMMONS, Personal Representative
of the Estate of CHARLES F. SIMMONS,
Deceased

GRANTEE: CLARK COUNTY, a political subdivision of the
State of Washington

LEGAL DESCRIPTION (Abbreviated): Tax Lot 44, Section 14, Township 3 North,
Range 1 East WM

ADDITIONAL LEGAL: 1717 NE 179th Street, Ridgefield, WA 98642.

ASSESSOR'S PROPERTY
TAX PARCEL NUMBER: 181936000

GRANTOR, CHARLES D. SIMMONS, Personal Representative of the Estate of CHARLES F. SIMMONS, Deceased, hereby conveys and quit claims to CLARK COUNTY, a political subdivision of the State of Washington, GRANTEE, all of the right, title and interest of the Estate of CHARLES F. SIMMONS in the following described real property, located in the County of Clark, State of Washington, including after-acquired title:

See Exhibit "A," attached hereto and incorporated herein by reference.

CHARLES D. SIMMONS was appointed Personal Representative of the Estate of CHARLES F. SIMMONS, deceased, by the Superior Court of Clark County, Washington, in cause No. 13-4-00473-09, on June 12, 2013.

An Order of Solvency was entered on June 12, 2013, by the same court, under the same cause number, allowing CHARLES D. SIMMONS to administer the Estate without the intervention of any court, in accordance with RCW Chapter 11.68.


CHARLES D. SIMMONS executes this Personal Representative's Deed under the authority of those two orders of court.

This Deed relates to the sale of the above-described parcel of real property, owned by the Estate, as part of the administration of the Estate of CHARLES F. SIMMONS, by CHARLES D. SIMMONS, the court-appointed Personal Representative of that Estate.

Accepted on behalf of
Clark County


Jim Rumpeltes
Interim County Manager

DATED this 24 day of July, 2017.


CHARLES D. SIMMONS, Personal Representative of the
Estate of CHARLES F. SIMMONS, Deceased

Approved as to form only:

Anthony F. Golik
Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Thurston)

By: 
Chris Horne

I certify that I know or have satisfactory evidence that CHARLES D. SIMMONS signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Personal Representative of the Estate of CHARLES F. SIMMONS, Deceased, to be the free and voluntary act of such Estate for the uses and purposes mentioned in the instrument.

Dated this 24 day of July, 2017.




(Signature of Notary)

TIERRA GOEBEL
(Printed Name of Notary)

NOTARY PUBLIC in and for
the State of Washington
My Commission Expires: 09-09-18

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