

CLARK COUNTY
STAFF REPORT

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

DATE: May 12, 2015

REQUEST: Declare one (1) county property surplus and authorize its 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. (Tax parcel number: 210776-000). Also, declare one (1) county property surplus and authorize staff to hold an onsite auction. (Tax parcel number: 266111-000).

SR Number:

FOR APPROVAL BY: X BOCC COUNTY MANAGER HEARING

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

The remainder county parcels listed below are considered surplus property:

<u>Location</u>	<u>Serial Number</u>	<u>Size</u>	<u>Zoning</u>	<u>Minimum Bid</u>
1. NE of NW 71 st Ave & NW 309 th St Ridgefield, WA	210776-000	26.29 AC	R-10	\$300,000
2. N of 34906 NE Taylor Valley Rd W of NE Taylor Valley RD La Center, WA	266111-000	1 AC	FR-40	\$ 10,000

Both parcels are no longer needed by Public Works. Parcel 1, acquired in 1968, has been used as a gravel pit and maintenance site. The 26.29 acre site is zoned R-10 (minimum lot size 10 acres) and is suitable for 2 home sites. Parcel 2 acquired in 1918 for a rock crusher site is a 1 acre parcel zoned FR-40 and is landlocked. Due to the steep terrain and a small creek that runs through the middle of the property there is no buildable home site.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COUNCIL POLICY IMPLICATIONS

None.

PREVIOUS REVIEWS AND ACTIONS

None.



PW15-032

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COMMUNITY OUTREACH

Realty Marketing Northwest advertises in 18 different newspapers throughout Washington, Oregon, California, and Idaho papers. 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 Reflector*. The second parcel will be advertised by Public Works in *The Reflector*.

BUDGET 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).

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.

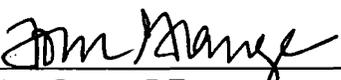
DISTRIBUTION OF BOARD STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

Public Works Administration – Anita Temme
Please notify Real Property Services of the Board’s action by calling extension 4975.

PUBLIC WORKS APPROVALS:



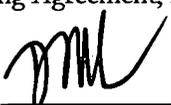
Tom Grange, P.E.
Engineering & Construction Division Manager



Heath H. Henderson, P.E.
Public Works Director/County Engineer

Attachments:

- Marketing Agreement, Maps, Pictures

APPROVED: 

CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 5-12-15

SR #: 089-15

PW15-032

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Declare one (1) county property surplus and authorize its 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. (Tax parcel number: 210776-000). Also, declare one (1) county property surplus and authorize staff to hold an onsite auction. (Tax parcel number: 266111-000).

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
Approval \ denial	Enter conditions or requests here	Yes \ No


Mark McCauley
Acting County Manager

DISTRIBUTION
Public Works Administration – Anita Temme

PW15-03a

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

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).

Part 2: Budget Impact

Expenditure:

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
Total:			\$0	\$0	\$0	\$0	\$0	\$0	\$0

Revenue:

Fund	Dept	Obj	Revenue Change Year 1	Revenue Change Year 2	Revenue Change Year 3	Revenue Change Year 4	Revenue Change Year 5	Revenue Change Year 6	One Time or Ongoing
1012	511		\$310,000						
Total:			\$310,000	\$0	\$0	\$0	\$0	\$0	\$0

Part 3: FTE Profile Over Time

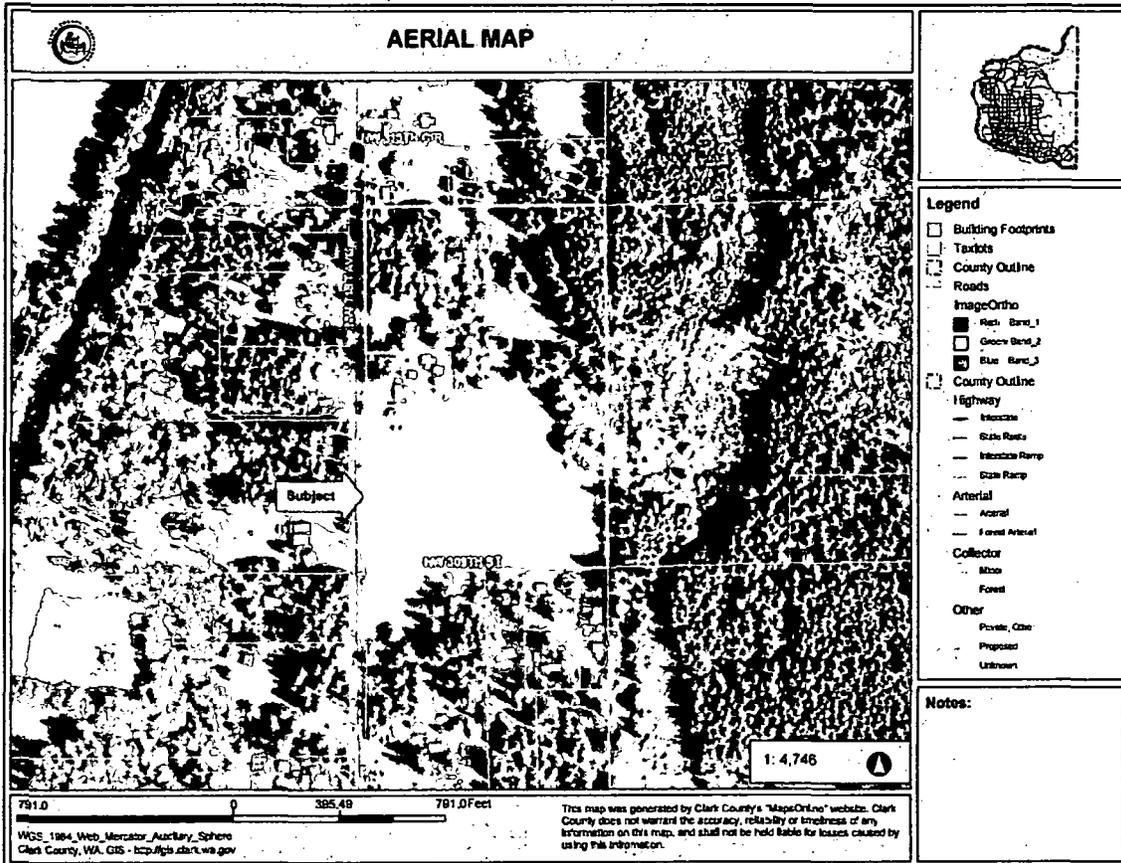
# FTE	Type*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6

*operating, revenue, project, temporary

Estimated start date for employees: Enter the anticipated start date here.

AERIAL PHOTOGRAPH

Tax Parcel #210776-000



SUBJECT PROPERTY PHOTOGRAPHS

Tax Parcel #210776-000



Street Scene: Facing north along NW 71st Avenue; subject property at right.



Street Scene: Facing south along NW 71st Avenue; subject property at left.



Street Scene: Facing east along NW 309th Street (private road); subject property at left.



Street Scene: Facing west along NW 309th Street (private road); subject property at right.



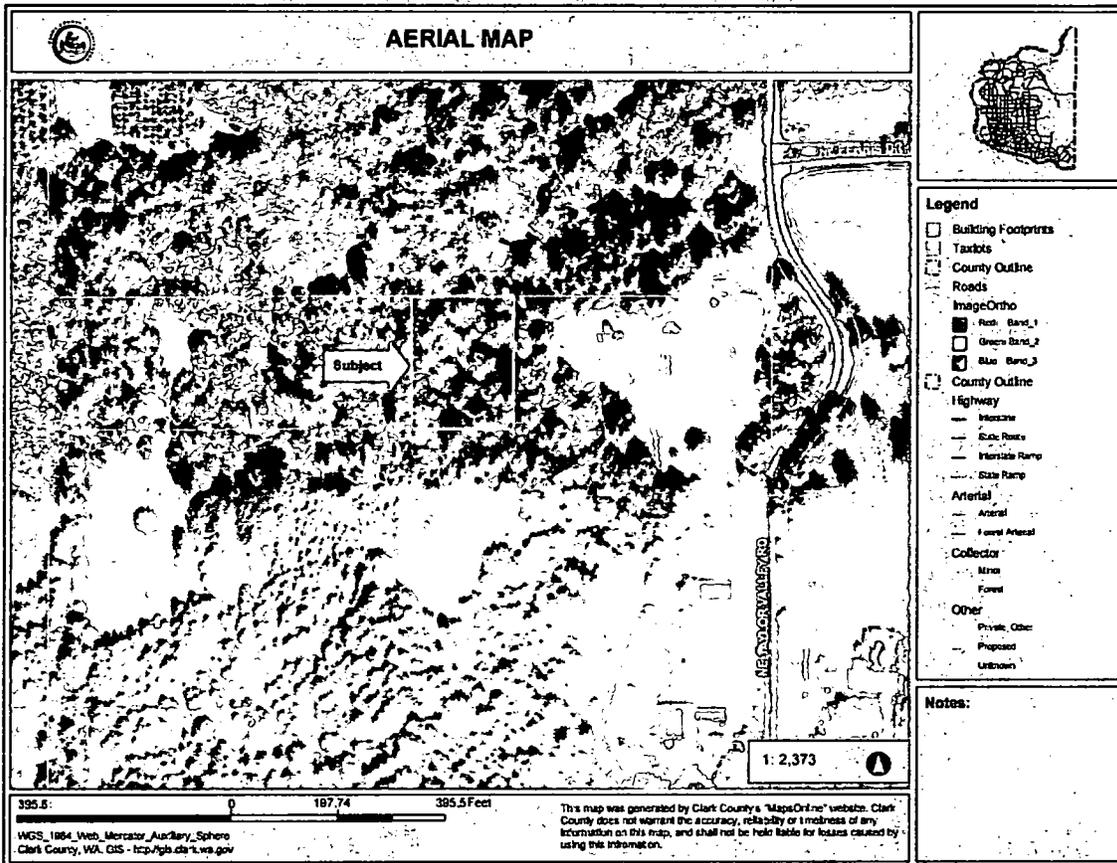
Overview of subject property, facing northeast toward subject site from NW 71st Avenue.



Facing east along southern portion of subject property from NW 71st Avenue.

AERIAL PHOTOGRAPH

Tax Parcel #266111-000



SUBJECT PROPERTY PHOTOGRAPHS

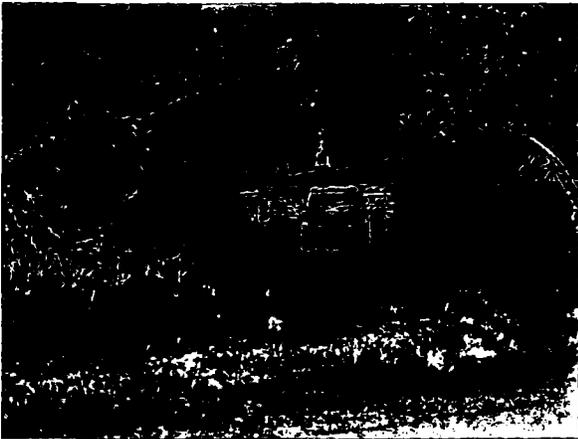
Tax Parcel #266111-0005



Street Scene: Facing south along NE Taylor Valley Road; subject (not pictured) at right.



Street Scene: Facing north along NE Taylor Valley Road; subject (not pictured) at left.



Facing west from NE Taylor Valley Road toward access easement leading to subject (in distance).



Facing east from a point just east of the subject along approximate location of access easement.



Overview of subject (in distance), facing west along approximate area of access easement.



Facing northerly toward NE portion of subject (Lockwood Creek pictured), with building on adjoining property in distance through trees.

! AC
Title Order No.: 00148324

EXHIBIT "A"

A portion of the Southeast quarter of the Northwest quarter of Section 31, Township 5 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at a point 16 chains North and 473 feet West of the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 31, running thence West 187 feet; thence South 233 feet; thence East 187 feet; thence North 233 feet to the Place of Beginning.

**WASHINGTON SEALED BID (REVISED)
MARKETING AGREEMENT**

SELLER: CLARK COUNTY

DATE: April 24, 2015

THIS MARKETING AGREEMENT is entered into between Seller and RMNW (each 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 sealed bid offering (the "Offering") 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 Municipal Corporation
P.O. Box 9810
Vancouver, Washington 98668
Attn: Pam Mason
Phone: 360-699-2375 ext. 4393
Fax: 360-397-6053
Email: Pam.Mason@clark.wa.gov

2. RMNW: R.J.& L. Enterprises, Inc.
dba Realty Marketing/Northwest
112 West 11th Street, Suite 250
Vancouver, Washington 98660
Sharon H. Peede, Executive Vice President and Washington Broker
Phone: 503-224-1906
Fax: 503-242-1814

Mailing Address: 522 SW Fifth Avenue, Suite 725
Portland, Oregon 97204
Phone: 503/224-1906
Facsimile: 503/242-1814

3. Property Description: .79± Acre Commercial Development Site
26.29± Acre Residential Development Site
As more particularly described in Exhibit A attached hereto.

4. Offering Date(s): June 18, 2015

5. Amount of Marketing Fee: \$4,000. The Marketing Fee is payable upon receipt and will be deposited into RMNW Client Trust Account and shall be expended fro the promotion of the Offering described in Paragraph 18 below.

6. Commission Rate: 6% of the purchase price for the 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 the Property shall be paid to RMNW and 2% of the purchase price of the Property shall be paid to the cooperating broker.

7. Terms of Financing to be Provided by Seller: All Cash to Seller at Closing.
8. Each person who submits a Sealed Bid shall be required, as a condition of bidding, to submit to RMNW a certified or cashier's check equal to ten percent (10%) of the bid price as earnest money. Such earnest money shall be held "uncashed" by RMNW until Seller's acceptance or rejection of the bid. Upon acceptance of a bid, the earnest money shall be deposited into RMNW Client Trust Account, and thereafter forwarded to escrow to be credited toward the purchase price. All other earnest money deposits shall be returned to unsuccessful bidders by RMNW.
9. RMNW may, but is not obligated to, offer the Property together with other property ("Other Property") owned by other parties at the same Offering pursuant to Marketing Agreements similar to this Agreement, on the following terms and conditions:
 - a. The Property and Other Property shall be offered for Sealed Bids 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.
10. The Offering Date shall be designated by RMNW on the date set forth above. RMNW and Seller shall not unreasonably withhold consent to a change in the Offering Date, provided that the Offering Date shall not be held later than three months after the date set forth above. If the Offering cannot be held within three months after the date set forth 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.
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>
.72± ac Commercial Development Site	\$535,000	\$515,000
26.26± ac Residential Development Site	First Time Offer	\$300,000

12. Within seven days of the Offering Date, Seller shall accept and execute a Purchase Agreement with each bidder who submits the high Sealed Bid which is equal to or greater than the Reserve for each Property, or

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such lesser price acceptable to Seller.

- a. 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.
 - b. RMNW shall obtain, at Seller's expense 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 pursuant to this Agreement.
 - c. Seller shall follow the practices customary in the area where each Property is located as to which party bears items of closing costs.
 - 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 such personnel; however, at Seller's request, RMNW will assist in arranging for the services of appropriately 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 to 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 September 30, 2015, subject to the following:
- a. If the Offering 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 Offering 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 Offering 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-Offering Listing Date"), then the exclusive authorization and right to sell granted RMNW under this Agreement will expire on the 90th day after the Post-Offering 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

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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.
 - a. If the Property consists of no more than four dwelling units, Seller shall be responsible 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 Offering Date, 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 Offering Date, RMNW shall be responsible for the promotion of the Offering.
 - a. Such promotion shall include, but not be limited to:
 - (1) Preparation of an Offering brochure describing the Property and, if appropriate, Other Properties, and the Offering procedures.
 - (2) Advertising of the Property and the Offering, in selected targeted markets.

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- (3) Placing a sign on the Property advertising the Offering and a phone number to be called to obtain the Offering brochure. At the conclusion of the Offering, 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 Offering and the sale of the Property.
- (7) Holding Property open for general public inspection at such times prior to the Offering Date as are appropriate to coordinate with the scheduled advertising and marketing plan and with public response thereto.
- (8) Web Page Design.

- b. RMNW shall submit to Seller for its approval in advance of dissemination all 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 material.
- c. RMNW shall pay from the Client Trust Account for all costs it incurs in connection with promotional activities outlined above 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 Offering brochure.

19. RMNW shall provide to Seller a verified final accounting at the end of each calendar quarter and within 75 days following the Offering Date or 15 working days following termination of promotional activities pursuant to this Agreement, whichever is the later event. The Accounting shall include all the 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:

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- (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 Offering Date (provided RMNW delivers to Seller a copy the Prospect List upon the expiration of this Agreement).

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 Sale 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 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

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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 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 judgment 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 offerings of similar properties with similar promotional budgets.
26. Seller represents, warrants and covenants as follows:

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- a. Seller is the owner of the Property described in Paragraph 3.
 - 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, and if Seller becomes aware of any such lawsuits, proceedings or Property defects, 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 hazards, 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 Offering 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, costs, 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 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.

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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 mailing address set forth in Paragraph 2.
35. All of the 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.

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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: _____, 2015

By: Heath H. Henderson
Its: _____

"RMNW"

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

Date: _____, 2015

By: Sharon H. Peede
Its: Broker and Executive Vice President

EXHIBITS:

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

Owner's Initials

RMNW's Initials

EXHIBIT A
LEGAL DESCRIPTION

24.29± acre site.

Title Order No.: 00148323

EXHIBIT "A"

The fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion lying within the right of way of NW 71st Avenue.

ALSO EXCEPT that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 594638, records of Clark County, Washington.

ALSO EXCEPT that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 559832, records of Clark County, Washington.

