

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF THE PROPOSED SALE }
OF SURPLUS PROPERTY LOCATED AT }
411 MINERAL CREEK ROAD, MINERAL }

RESOLUTION NO. 12-018

WHEREAS, Resolution 11-338, passed October 17, 2011, instructed the Public Works Department to examine the County property located at 411 Mineral Creek Road, Mineral, WA., to determine the minimum bid amount by appraisal, and report the findings, together with all pertinent data on the following described property:

Part of Lot 1 of Short Plat 81-023 in Section 10, Township 14 North, Range 5 East, W.M.
Identified as Tax Parcel Number 037204 006 000.

WHEREAS, the Public Works Department has examined the property and recommends that it be sold at public auction. A minimum bid amount of \$100,000 has been determined by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED notice is hereby given that the afore described property is declared surplus and bids will be opened on February 27, 2012, in the Commissioners Hearing Room on the 2nd floor of the Historical Courthouse in Chehalis, Washington; and

BE IT FURTHER RESOLVED, that sealed bids must be delivered to the Lewis County Commissioners Office before 9:30 A.M., February 27, 2012, in an envelope clearly marked "SEALED BID FOR PROPERTY LOCATED AT 411 MINERAL CREEK ROAD, MINERAL". A Cashier's Check in the amount of \$500.00 shall accompany each bid, which will be returned if bid is not the successful bid for the property, and credited toward the purchase price if the bid is successful.

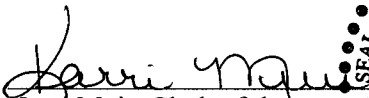
Selection of the successful bidder will be awarded by resolution at the second Commissioner's meeting after bid acceptance, on recommendation of the Public Works Department. County shall provide title insurance to the successful bidder. A preliminary certificate of title insurance shall be delivered to the successful bidder, whereupon bidder shall have one week to review. Title is to be free of all encumbrances of record, except those disclosed in the above property description prior to issuance of title report, or previously undisclosed encumbrances which are never the less acceptable to purchaser. If any previously undisclosed encumbrances are not satisfactory, bidder shall so advise the County, whereupon County shall have 30 days to cure title of same; without which and thereafter, bidder may withdraw from this offer to purchase with no penalty. Deeds for conveyance will clearly state that properties are being sold with notices shown on attached Exhibit A. Any failure of bidder to make payment pursuant to the conditions of this resolution shall void the bid, and bidder's cashier's check shall be forfeited to County. Payment for the property shall be in the form of cash or cashier's check less the \$500.00 submitted with the bid. Said payment, and a separate check in the amount of \$62.00 for the 1st page and \$1.00 for every page thereafter

made payable to the Lewis County Auditor for deed recording, shall be delivered to the Property Management Office in the Public Services Building at 2025 NE Kresky Ave., Chehalis, Washington. Upon receipt of said payment and check for recording, a quit claim deed will be presented to the Board of County Commissioners for review and signature. After fully executed, said original deed will be recorded in the Official Volumes of the County Auditor and thereafter sent to the purchaser.

The County reserves the right to reject any and all bids.

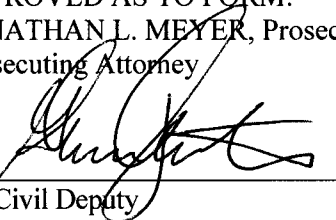
DONE IN OPEN SESSION 23rd day of January, 2012.

ATTEST:



Karri Muir, Clerk of the
Board of County Commissioners

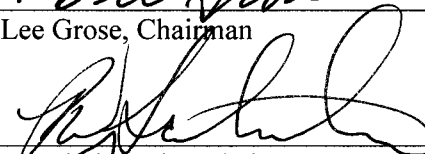


APPROVED AS TO FORM:
JONATHAN L. MEYER, Prosecuting Attorney
Prosecuting Attorney

By: 
Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


F. Lee Grose, Chairman


P.W. Schulte, Vice Chairman

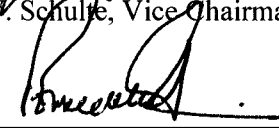

Ron Averill, Member

Exhibit A

The above described property was acquired by Lewis County as a means of settling a legal claim for potential damages made against the County by the property owner. Although not accepted by the County, the claimant alleges that a bridge replacement project by the County on Mineral Creek immediately north of this property has caused and will continue to cause the creek channel to move onto the property.

A portion of the property is located within historic channel migration zones of Mineral Creek and therefore the potential for movement of the creek channel onto this property does exist. Buyer accepts this risk.

Buyer hereby releases and forever discharges Lewis County and its agencies, appointed and elected officials, departments, agents, employees, representatives, assigns, insurers, attorneys, and successors from all claims, demands, damages, costs, attorney fees, expenses, liens, actions or causes of action, whether as a result of damage to property, bodily injury, or death, growing out of or in any way related to the destruction and erosion of the structures and land the subject of this Agreement, whether due to action of Mineral Creek or otherwise, including, but not limited to, all future damages, lawsuits, injuries, costs and attorney fees and expenses resulting to or from such matters.

The quitclaim deed which Lewis County will tender to buyer for purposes of conveying title to the real property the subject of this Purchase and Sale Agreement will contain recitals identical to those set out in the three preceding paragraphs. Buyer agrees to reproduce the preceding three paragraphs (including the above release in favor of Lewis County), verbatim, in any future instrument in which Buyer conveys this real property or any interest in it.