



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, September 5, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

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### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Minutes, August 29, 2018 Board meeting.  
Minutes, August 29, 2018 Work Session

### VISITOR COMMENTS - 5 MINUTE LIMIT

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 08.27.18.
- (B) Appoint Norm Miller, Mark Lang, Mike Paul, Julia Jackson, Rick Scholl, Jerry Cole and Susan Wagner to the Local Public Safety Coordinating Council for a (3) year term.
- (C) Order No. 38-2018 - "In the Matter of Conveying Certain Real Property in Clatskanie, Oregon, to Blagg Investments, LLC Tax Map ID No. 7N5W0500-01903 and Tax Account No. 27396".
- (D) Quitclaim Deed - Columbia County to Blagg Investments, LLC Tax Map ID No. 7N5W0500-01903 and Tax Account No. 27396 and authorize Chair to sign and send to recording.

### AGREEMENTS/CONTRACTS/AMENDMENTS:

- (E) C86-2018 - Purchase and Sale Agreement with Blagg Investments, LLC on Tax Account No. 27396.
- (F) C89-2018 - Intergovernmental Agreement between Clackamas County Health Housing and Human Services, Columbia County Public Health, Multnomah County Health Department, Washington County Health and Human Services and Yamhill County Public Health for the Sharing of Qualified Medical Reserve Corps Volunteers and Authorize the Chair to sign.

**DISCUSSION ITEMS:**

"THIS IS US" Art Installation

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property            )  
in Clatskanie, Oregon, to Blagg Investments, LLC            )            ORDER NO. 38-2018  
Tax Map ID No. 7N5W0500-01903 and                            )  
Tax Account No. 27396    )

WHEREAS, on January 23, 2012, *nunc pro tunc* October 7, 2011, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Adams, Richard L. & Donna E., et al*, Case No. 11-2503; and

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Clatskanie, Oregon, having Tax Map ID No. 7N5W0500-01903 and Tax Account No. 27396 (the "Property"), by deed recorded as document number 2013-8254 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit "1" hereto, and is more specifically described in the Purchase and Sale Agreement (the "PSA"), which is attached hereto as Exhibit "2" and is incorporated herein by this reference; and

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$81,795.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further notice for not less than 15% of the minimum bid set for the Property at the 2017 Sheriff's sale; and

WHEREAS, Buyer has offered to purchase the Property for \$35,000.00 an amount exceeding the 15% minimum bid; and

WHEREAS, County policy provides that buyers of tax foreclosed properties shall pay a \$145.00 administrative fee ("the Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, it is in the best interest of the County to sell the Property to Blagg Investments, LLC for \$35,000.00, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Blagg Investments, LLC, for \$35,000.00, plus an administrative fee of \$145.00.
2. The Board of County Commissioners shall enter into a PSA with Blagg Investments, LLC in a form substantially the same as Exhibit "2" hereto.
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "B" to the attached PSA.

4. The fully-executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

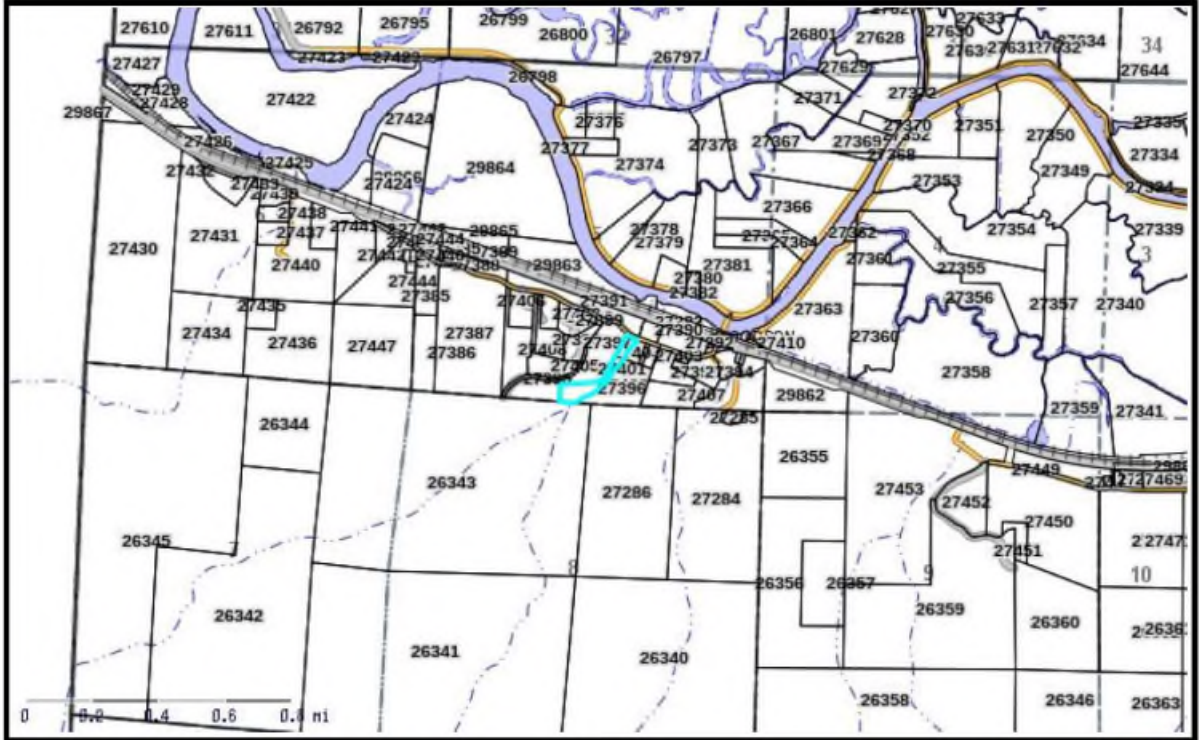
Approved as to form:

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Alex Tardif, Commissioner

EXHIBIT "1"

27396Map



Columbia County

GeoInfo



## AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms:

1. Purchase Price. The total purchase price shall be \$35,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before August 23, 2018, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$3,500.00, in the form of cash, cashier's check or money order made payable to Columbia County (the Deposit), of which \$500.00 is non-refundable. At that point in time the Buyer will have fourteen (14) calendar days (the "Due Diligence Period") to perform reasonable due diligence investigations in accordance with Section 5 herein.
3. Condition of Property and Title.
  - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
  - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  - D. The Quitclaim Deed will reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B; and
    - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.
4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement. The County will not adopt the Order prior to the end of the Due Diligence Period.
  - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before the Closing Date.
  - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS (INCLUDING THE SELLER'S CONTRACTED REAL ESTATE AGENT) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM

THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

**THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.**

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
  - A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
  - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Properties as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Properties at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including Seller's contracted real estate agent) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection.
  - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
  - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period.
  - H. Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.
  
6. Failure of Conditions at Closing.
  - A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
  - B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the Deposit (excluding the \$500.00 non-refundable deposit) to Buyer in full within a reasonable period of time.
  - C. If the Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the entire Deposit shall be forfeited to Seller.



7. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit (excluding the \$500.00 non-refundable deposit) shall be returned to Buyer.
8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on September 27, 2018 (the "Closing"), with the actual time and date of Closing to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.
9. Closing Costs; Prorates. Reserved.
10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

B. The notice addresses are as follows:

FOR SELLER:

Board of County Commissioners  
 c/o Board Office Administrator  
 230 Strand, Room 330  
 St. Helens, OR 97051  
 Phone No: 503-397-3839

FOR BUYER:

Blagg Investments, LLC  
 Kim D. Blagg, Member  
 11918 SE Division #364  
 Portland, OR 97266  
 Email: 5blags@comcast.net

C. County Realtor.

i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.

ii. The County Realtor will receive a five percent (5%) of net proceeds commission if the sale is Closed as provided for herein. N/A of said commission is hereby assigned to N/A, the

Buyer's Broker. The Seller will pay said commission fees directly to the County Realtor and Buyer's Principal Broker within a reasonable time period after the sale is Closed.

- D. Assignment. This Agreement is not assignable by the Parties.
- E. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.
- G. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
  - ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
  - iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
  - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer re a party.
- H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- J. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person

or entity not a signatory hereto.

- K. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. STATUTORY DISCLAIMERS. “THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY

THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

“IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.”

**APPROVALS**

**FOR BUYER:**

BLAGG INVESTMENTS, LLC

\_\_\_\_\_  
Kim D. Blagg, Member

Date: \_\_\_\_\_

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Date: \_\_\_\_\_

Approved as to form:

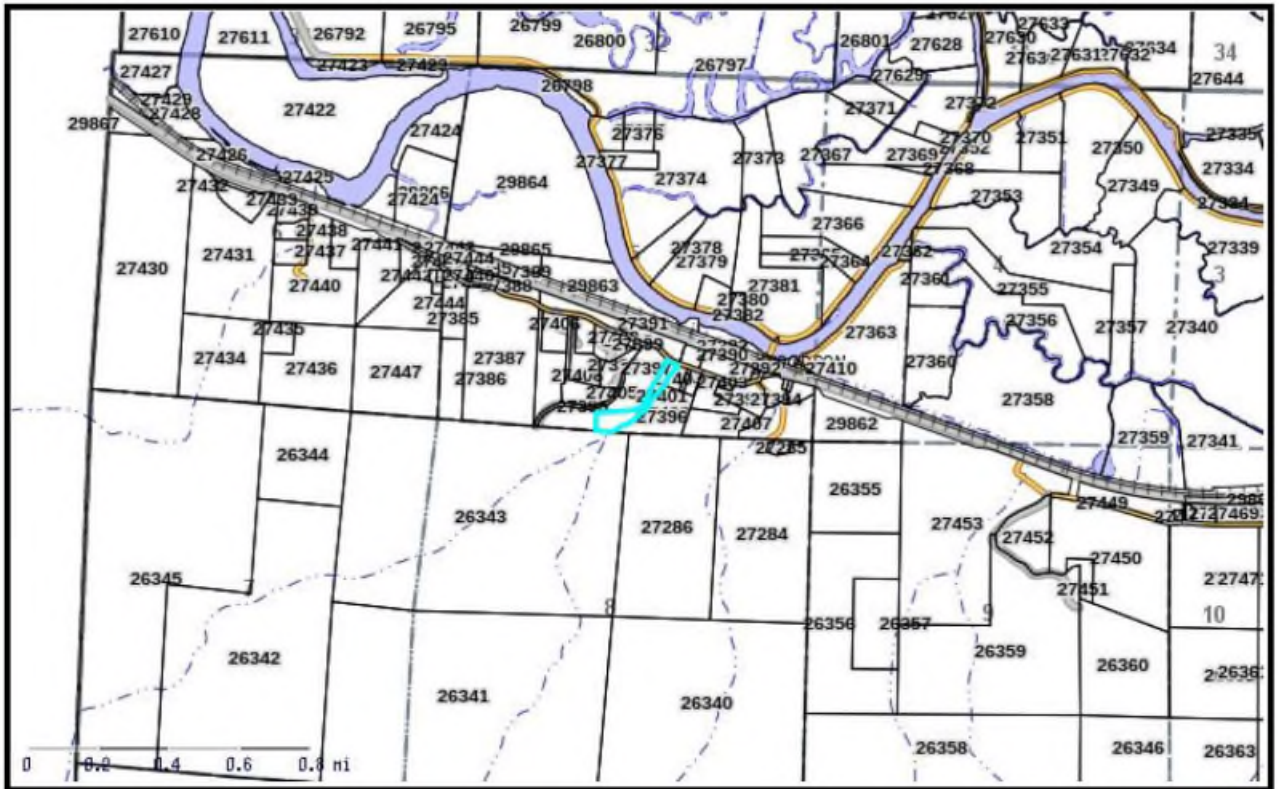
By: \_\_\_\_\_  
Office of County Counsel

EXHIBIT A

Tax Account No. 27396

Map

# 27396Map



## Columbia County Web Maps

GeoInfo

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Blagg Investments, LLC, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 7N5W0500-01903 and Tax Account No. 27396, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$35,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 38-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND

REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form  
By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Margaret Magruder, Chair

STATE OF OREGON    )  
                                  )    ss.  
County of Columbia    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

\_\_\_\_\_  
Notary Public for Oregon



**EXHIBIT A**

**Legal Description for Map ID No 27396 and  
Tax Account No. 7N5W05-00-01903**

A tract of land in the South half of Section 5, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at a point on the South line of said Section 5 that is West 265 feet, more or less, from the quarter corner between Sections 5 and 8, said Township and Range, said point being the intersection of the centerline of Olson Creek with said South line; thence West along said South line a distance of 235 feet, more or less, to a point that is 500 feet West of said quarter corner; thence North, parallel with the East line of the Southeast quarter of the Southwest quarter of said Section 5, a distance of 250 feet; thence Northeasterly in a direct line to a point on said East line of said Southeast quarter of Southwest quarter that is North 350 feet from the South quarter corner of said Section; thence Northeasterly in a direct line to a point that is South 37 degrees West 825 feet, more or less, from a point on the South line of the Old Columbia River Highway that is the Northwest corner of Parcel 2 of contract recorded July 2, 1976 in Book 206, Page 708, Deed Records of Columbia County, Oregon; thence North 37 degrees East 825 feet, more or less, to a point on the South line of said Highway; thence Southeasterly along said South line of said Highway to its intersection with the centerline of Olson Creek; thence following the centerline of said Olson Creek Southwesterly to the point of beginning.



**AFTER RECORDING, RETURN TO GRANTEE:**

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Blagg Investments, LLC, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 7N5W0500-01903 and Tax Account No. 27396, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$35,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 38-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Office of County Counsel

STATE OF OREGON )  
                              ) ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

\_\_\_\_\_  
Notary Public for Oregon

**EXHIBIT A**  
**Legal Description for Map ID No 27396 and**  
**Tax Account No. 7N5W05-00-01903**

A tract of land in the South half of Section 5, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at a point on the South line of said Section 5 that is West 265 feet, more or less, from the quarter corner between Sections 5 and 8, said Township and Range, said point being the intersection of the centerline of Olson Creek with said South line; thence West along said South line a distance of 235 feet, more or less, to a point that is 500 feet West of said quarter corner; thence North, parallel with the East line of the Southeast quarter of the Southwest quarter of said Section 5, a distance of 250 feet; thence Northeasterly in a direct line to a point on said East line of said Southeast quarter of Southwest quarter that is North 350 feet from the South quarter corner of said Section; thence Northeasterly in a direct line to a point that is South 37 degrees West 825 feet, more or less, from a point on the South line of the Old Columbia River Highway that is the Northwest corner of Parcel 2 of contract recorded July 2, 1976 in Book 206, Page 708, Deed Records of Columbia County, Oregon; thence North 37 degrees East 825 feet, more or less, to a point on the South line of said Highway; thence Southeasterly along said South line of said Highway to its intersection with the centerline of Olson Creek; thence following the centerline of said Olson Creek Southwesterly to the point of beginning.

**PURCHASE AND SALE AGREEMENT**

Dated: Aug 23, 2018, 2018

BETWEEN **COLUMBIA COUNTY**, a political subdivision  
of the State of Oregon ("Seller" or "County")

AND Blagg Investments, LLC ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on January 23, 2012, *nunc pro tunc* October 7, 2011, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Adams, Richard L. & Donna E., et al*, Case No. 11-2503; and

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Clatskanie, Oregon, having Tax Map ID No. 7N5W0500-01903 and Tax Account No. 27396 (the "Property"), by deed recorded as document number 2013-8254 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the "Quitclaim Deed"), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$81,795.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, and the County has contracted with Robert J. Braud to act as a principal broker on behalf of the County as to the Property, with Mr. Braud referred to as the County Realtor herein;

WHEREAS, Buyer has offered to purchase the Property for \$35,000.00, an amount exceeding the 15% minimum bid; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

**AGREEMENT**

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms:

1. **Purchase Price.** The total purchase price shall be \$35,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. **Agreement and Purchase Deposit Delivery.** On or before August 23, 2018, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$3,500.00, in the form of cash, cashier's check or money order made payable to Columbia County (the Deposit), of which \$500.00 is non-refundable. At that point in time the Buyer will have fourteen (14) calendar days (the "Due Diligence Period") to perform reasonable due diligence investigations in accordance with Section 5 herein.
3. **Condition of Property and Title.**
  - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
  - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  - D. The Quitclaim Deed will reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B; and
    - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.
4. **Seller's Conditions to Closing.** Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement. The County will not adopt the Order prior to the end of the Due Diligence Period.
  - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before the Closing Date.
  - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS

OFFICERS, AGENTS (INCLUDING THE SELLER'S CONTRACTED REAL ESTATE AGENT) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

**THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.**

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
  - A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
  - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Properties as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Properties at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including Seller's contracted real estate agent) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection.
  - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
  - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's



completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period.

- H. Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.

6. Failure of Conditions at Closing.

- A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
- B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the Deposit (excluding the \$500.00 non-refundable deposit) to Buyer in full within a reasonable period of time.
- C. If the Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the entire Deposit shall be forfeited to Seller.

7. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit (excluding the \$500.00 non-refundable deposit) shall be returned to Buyer.

8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on September 27, 2018 (the "Closing"), with the actual time and date of Closing to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.

9. Closing Costs; Prorates. Reserved.

10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.

11. General Provisions.

- A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment

will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

B. The notice addresses are as follows:

FOR SELLER:

Board of County Commissioners  
c/o Board Office Administrator  
230 Strand, Room 330  
St. Helens, OR 97051  
Phone No: 503-397-3839

FOR BUYER:

Blagg Investments, LLC  
Kim D. Blagg, Member  
11918 SE Division #364  
Portland, OR 97266  
Email: 5blags@comcast.net

C. County Realtor.

- i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.
- ii. The County Realtor will receive a five percent (5%) of net proceeds commission if the sale is Closed as provided for herein. N/A of said commission is hereby assigned to N/A, the Buyer's Broker. The Seller will pay said commission fees directly to the County Realtor and Buyer's Principal Broker within a reasonable time period after the sale is Closed.

D. Assignment. This Agreement is not assignable by the Parties.

E. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.



- G. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
  - ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
  - iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
  - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer re a party.
- H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- J. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- K. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any

signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. STATUTORY DISCLAIMERS. “THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

**APPROVALS**

**FOR BUYER:**

BLAGG INVESTMENTS, LLC

  
\_\_\_\_\_  
Kim D. Blagg, Member

Date: 8/23/18

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

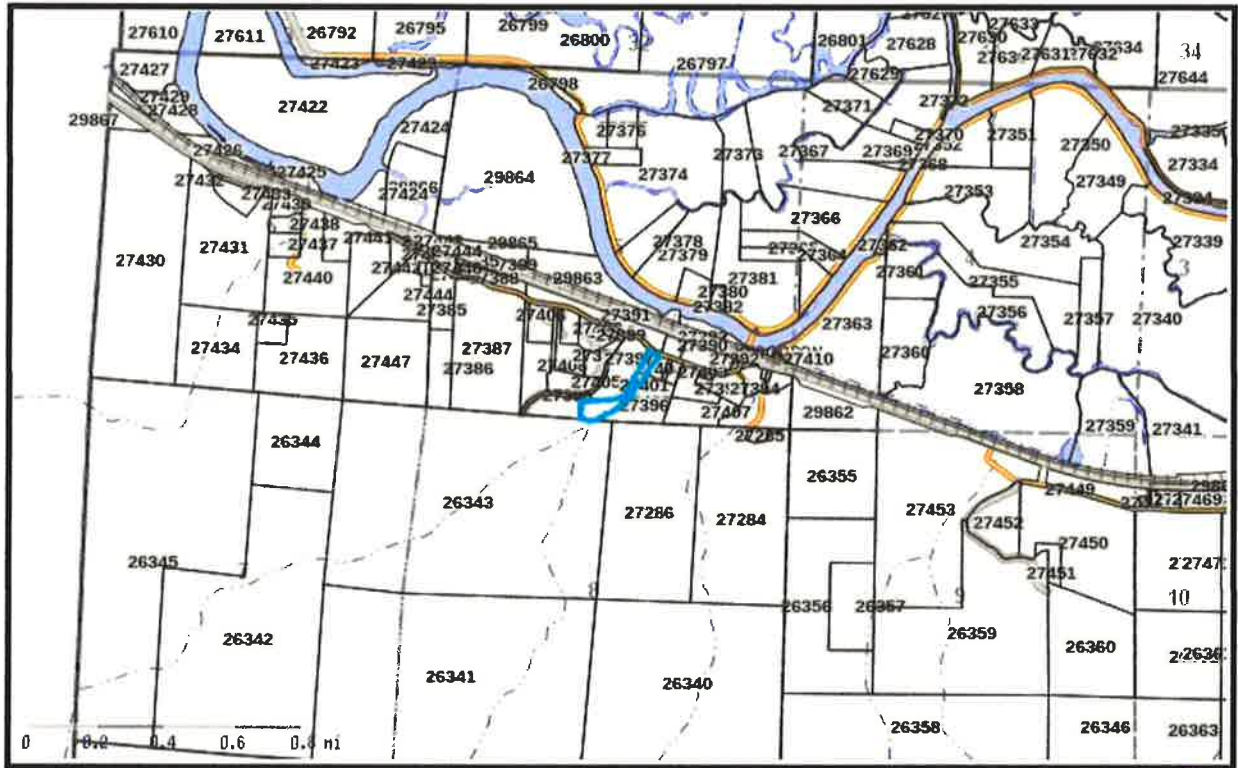
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Office of County Counsel

**EXHIBIT A**  
**Tax Account No. 27396**  
**Map**

**27396Map**



Columbia County



***Columbia County Web Maps***

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

Geotitles

**EXHIBIT B****AFTER RECORDING, RETURN TO GRANTEE:**

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Blagg Investments, LLC, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 7N5W0500-01903 and Tax Account No. 27396, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$35,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. \_\_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Office of County Counsel

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

\_\_\_\_\_  
Notary Public for Oregon



**EXHIBIT A**  
**Legal Description for Map ID No 27396 and**  
**Tax Account No. 7N5W05-00-01903**

A tract of land in the South half of Section 5, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at a point on the South line of said Section 5 that is West 265 feet, more or less, from the quarter corner between Sections 5 and 8, said Township and Range, said point being the intersection of the centerline of Olson Creek with said South line; thence West along said South line a distance of 235 feet, more or less, to a point that is 500 feet West of said quarter corner; thence North, parallel with the East line of the Southeast quarter of the Southwest quarter of said Section 5, a distance of 250 feet; thence Northeasterly in a direct line to a point on said East line of said Southeast quarter of Southwest quarter that is North 350 feet from the South quarter corner of said Section; thence Northeasterly in a direct line to a point that is South 37 degrees West 825 feet, more or less, from a point on the South line of the Old Columbia River Highway that is the Northwest corner of Parcel 2 of contract recorded July 2, 1976 in Book 206, Page 708, Deed Records of Columbia County, Oregon; thence North 37 degrees East 825 feet, more or less, to a point on the South line of said Highway; thence Southeasterly along said South line of said Highway to its intersection with the centerline of Olson Creek; thence following the centerline of said Olson Creek Southwesterly to the point of beginning.

**Intergovernmental Agreement  
Between**

**Clackamas County Health Housing and Human Services  
Columbia County Public Health  
Multnomah County Health Department  
Washington County Health and Human Services  
and  
Yamhill County Public Health**

**For the Sharing of Qualified Medical Reserve Corps Volunteers**

**TERMS AND CONDITIONS**

**I. Purpose**

This Intergovernmental Agreement (IGA) is to establish the terms and conditions for the sharing of Medical Reserve Corps (MRC) volunteers between the five local public health agencies representing Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties (herein collectively known as “parties”). The parties of this agreement desire to share MRC volunteers for the purposes of response and recovery activities when MRC resources from their own agency have been exceeded and MRC resources from the surrounding jurisdictions are needed.

**II. Authorities**

This IGA is entered into pursuant to ORS 190.110 which allows units of local government to cooperate by written agreements with other units of government for any lawful purpose.

**III. Concept of Operations**

When MRC volunteers are being requested and deployed to another agency outside of their home agency, they are operating under the requesting agency’s policies and procedures including state and federal public records and privacy laws.

Each party agency will do its due diligence to request MRC volunteers to only serve in low risk areas, or, where there is little to no present danger to the volunteer.

**IV. Process for Requesting Assistance**

- A. The agency requesting MRC volunteer assistance (hereinafter referred to as “requestor/requesting agency”) notifies one or more party agencies (hereinafter referred to as “lender/lending agency”) that they are in need of MRC volunteers and wish to activate this IGA for obtaining assistance.
- B. The requestor completes any necessary paperwork that the lending agency(ies) requires. This should include, at a minimum:
  - i. Specific types of volunteers and/or roles needed
  - ii. Special skills or training desired (CPR, Psychological First Aid, etc)
  - iii. Physical requirements



- iv. Expected duration of deployment and length of shift
  - v. Where to report to and who to report to
  - vi. What time to report
  - vii. What to bring and not to bring
- C. The lending agency will follow internal processes to obtain approval and notify requestor.
- D. Once approved, the requestor and lender(s) will work together to fill the request. That process may include the notification and activation of volunteers through SERV-OR, an Oregon Health Authority (OHA) maintained system, another system or manually, by the lending agency; re-verification of credentials for volunteers that respond that they are available; and verification that volunteers meet the minimum standards for eligibility (see section V.).
- a. This responsibility could be delegated to the State SERV-OR Administrator, a position maintained by OHA, if the lending agency is unavailable to do so and the State SERV-OR Administrator, requestor and lending agency are all in agreement.
- E. Once deployed, the volunteer acts under the direction and control of the requesting agency.

## **V. Minimum Standards for Eligibility**

- A. Unless specifically requested, MRC volunteers, in order to be eligible for sharing, must hold a current license, in good standing, from one of the following licensing boards:
- Oregon State Board of Nursing
    - Registered Nurse (RN)
    - Licensed Practical Nurse (LPN)
    - Certified Registered Nurse Anesthetist (CRNA)
    - Nurse Practitioner (NP) Clinical Nurse Specialists (CNS)
    - Certified Nursing Assistants (CNA)
    - Certified Medication Aides (CMA)
  - Oregon Medical Board
    - Medical Doctor (MD)
    - Doctor of Osteopathy (DO)
    - Podiatric Physicians (DPM)
    - Physicians Assistant (PA)
    - Acupuncturist (LAc)
  - Oregon Board of Dentistry
    - Dentists
    - Dental Hygienists
  - Oregon Board of Pharmacy
    - Pharmacist
    - Pharmacist Intern
    - Pharmacy Technician
  - Oregon Board of Licensed Professional Counselors and Therapists
    - Licensed Marriage and Family Therapist (LMFT)

- Licensed Professional Counselor (LPC)
- Oregon Board of Clinical Social Workers
  - Licensed Clinical Social Worker (LCSW)
  - Certified Social Work Associate (CSWA)
  - Licensed Master’s Social Worker (LMSW)
  - Registered Baccalaureate Social Worker (RBSW)
- Oregon Board of Psychologist Examiners
  - Psychologist
  - Psychologist Associate
- Oregon Board of Medical Imaging
  - Nuclear Medicine Technologist
  - Magnetic Resonance Imaging Technologist
  - Radiation Therapist
  - Radiographer
  - Radiology Practitioner Assistant
  - Registered Radiologist Assistant
  - Sonographer
- Oregon Board of Chiropractic Examiners
  - Chiropractic Physicians
  - Chiropractic Assistants
- Oregon Emergency Medical Services Section (OHA)
  - All EMS Licenses
- Oregon Board of Respiratory Therapists and Polysomnographic Technologists
  - Respiratory Therapist
  - Polysomnographic Technologist
- Oregon Board of Massage Therapists
  - Massage Therapist
- Oregon Board of Physical Therapists
  - Physical Therapist
  - Physical Therapist Assistant
- Oregon Board of Naturopathic Medicine
  - Naturopathic Doctor
  - Naturopathic Doctor with OB Certificate
- Oregon Board of Optometry
  - Optometrist
- Any other state licensing board of a health or medical profession which conducts at least one criminal background check upon initial licensure.

B. Or, if the MRC Volunteer previously held one of the licenses above, but have retired in the last 10 years. In Oregon, those with expired licenses that expired in good standing may still participate as emergency service responders for up to 10 years after the license expires according to ORS 401.658 (Provision of healthcare services by former healthcare provider during emergency), OAR 333-003-0117 (Registration of Formerly Licensed Health Care Providers; Renewal). Continuing education requirements and criminal history check requirements apply, according to OAR 333-003-0140 (Training).

- C. Unlicensed (non-medical) volunteers will be evaluated on a case by case basis and must meet all other minimum standard requirements.
- D. All MRC volunteers must have received Blood Borne Pathogens training within the last 12 months.
- E. All MRC volunteers must have received Health Insurance Portability and Accountability Act (HIPAA) training within the last 12 months. (Multnomah County has specific requirements and can provide at time of deployment.)

## **VI. Reporting and Follow-up**

Requestor maintains connection with lender to:

1. Request extension of deployment or additional resources
2. Report any injury or conduct issues
3. Report total hours worked

## **VII. Medical Malpractice/ Liability:**

- A. **State-declared emergencies or state of public health emergency:** MRC volunteers are covered under Oregon Tort Claims Act if there is a Governor-declared state of emergency or state of public health emergency and the health care providers are working under the direction of a public body and they are working within the scope of their licensure, and are not negligent. They are also covered if participating in a state or state-sanctioned training or exercise that is preparing them to perform emergency services. (ORS 401.364 and 401.667)
- B. **Non state-declared emergency and non-emergency events:** MRC volunteers are protected by the provisions of the Oregon Tort Claims Act when they serve as volunteers on behalf of the county/LPHA. This includes activities led and supported by a county/LPHA. When MRC volunteers are requested by external organizations they serve as agents of that organization; volunteers will work under the liability policies of that requesting organization.

## **VIII. Worker's Compensation:**

- A. **State-declared emergencies or state of public health emergency:** MRC volunteers who are injured in the course and scope of performing emergency service activities, under the direction of a public body, are covered under Oregon Office of Emergency Management (OEM) worker's compensation insurance (see ORS 401.368). Health care providers must be within the course and scope of the health care provider's licensure, and are not negligent.
- B. **Non state-declared emergency and non-emergency events:** Worker's Compensation may or may not be available. When MRC volunteers are requested by external organizations they serve as agents of that organization; volunteers will work under the worker's compensation policies of that requesting organization.

**IX. Administration**

Parties will jointly, as part of the Public Health Working Group of the Regional Disaster Preparedness Organization<sup>1</sup>, review this agreement no less than every five years, prior to the anniversary date and develop amendments as appropriate.

**X. Duration of Agreement**

This IGA shall be effective on \_\_\_\_\_ and terminate on \_\_\_\_\_ [DATE FIVE YEARS AFTER EFFECTIVE DATE]. Six months prior to termination, the parties shall meet to review the progress and success of the IGA and determine whether it shall be extended for an additional five years.

**XI. Termination**

Any party may terminate its participation in this IGA at any time by providing 30 days written notice of intent to the other parties. The remaining parties will continue this IGA and the IGA will continue to be in force and effect as to the remaining parties.

**XII. Counterparts**

This IGA may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

**XIII. Signatures**

The signatures of each party to this IGA are hereby attached on the pages that follow.

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<sup>1</sup> The RDPO is a region body comprised of a policy committee made up of elected officials, steering committee made up of emergency managers and select discipline representatives and 18 disciplines specific working groups all focused on emergency planning for the metro region that includes these counties: Clackamas, Clark, Columbia, Multnomah, and Washington. More info can be found at [www.rdpo.org](http://www.rdpo.org). In addition, Yamhill County is included in the Public Health Work Group due to their inclusion in the Cities Readiness Initiative. More info can be found at [www.crinorthwest.org](http://www.crinorthwest.org)

CLACKAMAS COUNTY HEALTH HOUSING AND HUMAN SERVICES

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COLUMBIA COUNTY PUBLIC HEALTH

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MULTNOMAH COUNTY HEALTH DEPARTMENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON COUNTY HEALTH AND HUMAN SERVICES

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



YAMHILL COUNTY PUBLIC HEALTH

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS FOR AN ART  
INSTALLATION ON COUNTY PROPERTY ("THIS IS US")

This License and Maintenance Agreement ("Agreement") is by and between Columbia County, ("Licensor" or the "County") and the City of St. Helens ("Licensee") for the placement and maintenance of artwork on County property. In consideration for the mutual benefits and covenants stated herein, the parties hereby agree to the following:

1. **EFFECTIVE DATE.** This Agreement shall be effective on November 11, 2018 and shall continue until January 11, 2019 unless otherwise terminated as set forth in Paragraph 4, below.
2. **LICENSE.** The County hereby grants to Licensee a license to enter upon, occupy, and use the Columbia County Courthouse Rose Garden, located at The Strand, St. Helens, Oregon, 97051 ("Premises"), subject to the terms and conditions set forth herein, for the purpose of installing and maintaining artwork ("Art") described in Exhibit A, attached hereto and incorporated herein by this reference.
3. **TERMS AND CONDITIONS.** The following terms and conditions shall apply to this Agreement:
  - a. The Art is for public use, and Licensee shall not restrict its use by the public except as necessary during periods of repair or maintenance.
  - b. The Art will be placed throughout the Premises, as generally shown on Exhibit A, which is attached hereto and incorporated herein by this reference. The Art shall not encroach into the public right of way. The final location and installation of the Art shall be approved by the County.
  - c. Signs shall not be allowed, except as approved by the County.
  - d. Licensee shall obtain all necessary permits and approval, such as but not limited to construction permits, prior to installation.
  - e. Licensee owns the Art and shall be responsible for and shall maintain and repair the Art as needed to ensure that it is safe for public use at all times. If repair or maintenance is necessary for public safety, and Licensee fails to repair or maintain the Art, the County may perform the needed repairs and/or maintenance and recover its costs from Licensee. The County shall notify Licensee in writing prior to performing any such repair or maintenance, unless the County determines that immediate repair is necessary for public safety.
  - g. The Art is intended to be a temporary installation. Licensee will remove the Art no later than 7:30 a.m. on the morning of January 12, 2019; however, the County may for any reason and at any time require the immediate removal of the Art. If immediate removal is required, County shall notify Licensee in writing. Upon removal of the Art, Licensee shall restore the premises to substantially the same condition as prior to installation. If the Art is not removed or other arrangements are made and approved by the County within five (5) days of date of the notice, the County may remove and dispose of the Art as it sees fit. The County may also remove the Art without notice if it determines that immediate removal is necessary for public safety. The County may recover costs incurred in the removal and disposal of the Art from Licensee.

- h. The County shall in not be responsible for the safekeeping of the Art. The County will not insure the Art. Licensee shall be responsible for insuring the Art. Licensee agrees to hold the County, its officers, agents, and employees harmless from any loss or damage to the Art at all times during the term of this Agreement.
- i. Licensee agrees to indemnify, defend, save and hold harmless the County, its officers, agents or employees, from any and all claims, suits or actions of any nature, including constitutional claims, claims of injury to any person or persons or of damage to property caused directly or indirectly by reason of error, negligence, or wrongful act by Licensee, its officers, agents and/or employees arising out of the performance of this Agreement, including but not limited to the design, installation, maintenance, monitoring and repair of the Art. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- j. Licensee shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Licensee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Licensee agrees to notify County immediately upon notification to Licensee that any insurance coverage required by this paragraph will be canceled, not renewed, or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- k. Licensee shall comply with all rules, regulations and requirements of the County with regard to the use of the premises pursuant to this Agreement.

4. TERMINATION. This Agreement may be terminated by either party upon 24 hours notice. Upon termination, Licensee must immediately remove the Art from the premises and return the premises to substantially the same condition as prior to installation.

5. REPRESENTATIVES. Any notice required to be given under this agreement shall be given to the following representatives:

FOR COUNTY

Casey Garrett, Facilities Manager  
 Columbia County  
 230 Strand St.  
 St. Helens, Oregon 97051  
 503-397-7213

FOR LICENSEE

Joan Youngberg  
 "This is Us" St. Helens Community Art Project  
 695 Seal Rd  
 St. Helens, Oregon 97051  
 503-369-1081

7. ENTIRE AGREEMENT. This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.

8. SEVERABILITY. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

9. AMENDMENT. This Agreement may only be amended by a writing signed by the County and Licensee.



- 10. NO WAIVER. Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not constitute a continuing waiver.
- 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSEE

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By:   
John Walsh, City Administrator

By: \_\_\_\_\_  
Margaret Magruder, Chair

Date: 8/29/18

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Approved as to form

By: \_\_\_\_\_  
Alex Tardif, Commissioner

By: \_\_\_\_\_  
Office of County Counsel

Date: \_\_\_\_\_

## EXHIBIT A

"This is Us" St Helens is a true Community Art Project. For the last 6 months "This is Us" has been holding small house paint events. The events have been both public and private free events. At these events we provided small 3"x3" squares and small triangle wood pieces and have encouraged everyone to paint a "house" that represents themselves in the St Helens Community.

We have collected over 3,500 houses. We are now assembling these small houses into one piece of Community Art. The houses will be glued and screwed onto 3 conical shapes structures. The three conical structures have been designed by Byron Olier of Michael Curry Designs. They are approximately 5 feet at the base and vary in height, the tallest not exceeding 14 ft in height. The houses will be secured to the structures and our hope is that we can display the structures in the Rose Garden in front of the courthouse. There is much community interest in this project and many of our painters are excited to see their piece of art in the final art piece.

Wendy ...

**RECEIVED**

AUG 22 REC'D

Courthouse

Distance Courthouse

City Hall



- \* The installation will consist of (X) (X) (X) of structures of varying heights.
- \* None will exceed 14ft in height
- \* Approximate footprint 5 ft each

RECEIVED  
AUG 21 REC'D

"This is Us" St. Helens  
Joan Youngberg City of St Helens Volunteer  
503-369-1081

**CERTIFICATE OF COVERAGE**

**Agent**  
Hagan Hamilton Insurance, Inc.  
PO Box 847  
McMinnville, OR 97128

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



citycounty insurance services

**Named Member or Participant**  
City of St. Helens  
P. O. Box 278  
St. Helens, OR 97051

**Companies Affording Coverage**

**COMPANY A - CIS**  
**COMPANY B - National Union Fire Insurance Company of Pitts, PA**  
**COMPANY C - RSUI Indemnity**

**LINES OF COVERAGE**

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	18LSTH	7/1/2018	7/1/2019	General Aggregate: Each Occurrence:	\$30,000,000 \$10,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	18LSTH	7/1/2018	7/1/2019	General Aggregate: Each Occurrence:	None \$10,000,000
<input checked="" type="checkbox"/> Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	18APDSTH	7/1/2018	7/1/2019		
<input checked="" type="checkbox"/> Property	A	18PSTH	7/1/2018	7/1/2019		Per Filed Values
<input checked="" type="checkbox"/> Equipment Breakdown	A	18BSTH	7/1/2018	7/1/2019		Per Filed Values
<input type="checkbox"/> Excess Liability						
<input checked="" type="checkbox"/> Excess Crime	B	18ECSTH	7/1/2018	7/1/2019	Per Loss:	\$500,000
<input checked="" type="checkbox"/> Excess Earthquake	C	18EQSTH	7/1/2018	7/1/2019	Each Occurrence:	\$5,000,000
<input checked="" type="checkbox"/> Excess Flood	C	18FSTH	7/1/2018	7/1/2019	Each Occurrence:	\$5,000,000
<input type="checkbox"/> Difference in Conditions						
<input checked="" type="checkbox"/> Excess Cyber Liability	A	18ECLSTH	7/1/2018	7/1/2019	Occurrence/Aggregate:	\$450,000
<input type="checkbox"/> Workers' Compensation						

**Description:**  
Columbia County, its officers, agents, and employees are named as additional members with respect to the "This is Us" Art Display at Columbia County Rose Garden, November 11, 2018 to January 11, 2019.

**Certificate Holder:**  
Columbia County, Oregon  
230 Strand, Room 318  
St Helens OR 97051

**CANCELLATION:** Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By: *Alexis Cole*

Date: 8/22/2018

**RECEIVED**  
AUG 22 REC'D



- (4) Sums sought or awarded for claims of unjust enrichment, money had and received or replevin.
  - (5) Sums due to taxing authorities, insurance programs, or retirement plans as a result of an award of damages or claim settlement
  - (6) Fines or penalties assessed to the Member for non-payment of taxes, insurance contributions or retirement plan contributions.
- G. **"Employee benefit programs"** shall mean group life insurance, group health insurance, profit sharing plans, pension plan, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.
- H. **"Fungus or fungi"** includes but is not limited to any form or type of mold, mushroom or mildew.
- I. **"Hazardous properties"** means radioactive, toxic or explosive properties.
- J. **"Hospital" or "nursing home"** means any facility with an organized medical staff, with permanent facilities that include inpatient beds and with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment including but not limited to providing treatment for 1) acutely ill patients and accident victims, 2) mentally ill patients or 3) patients in special inpatient care facilities. However, in-patient care facilities incidental to correctional facilities shall not be considered a **hospital or nursing home**.
- K. **"Member"** means the entity named on the declarations page and its officers, employees and agents including volunteers, authorized to act on behalf of the **named member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. **The term member shall also include additional members to the extent coverage is afforded under the definition of additional member.**
- (1) **"Named member"** means the entity named as such on the Declarations page of the coverage agreement,
  - (2) **"Additional member"** means any party whom a public body covered under this coverage agreement has agreed to hold harmless, indemnify or defend pursuant to a contract or other agreement lawfully entered into by such public body. However, in no event shall coverage under this coverage agreement extend to such party for any claim arising out of an **occurrence** after the expiration of this coverage agreement or the expiration of the contract or agreement entered into by the public body, whichever shall occur first. Further, in no event shall coverage under this coverage agreement extend to such party for any claim, however or whenever asserted, arising out of such party's sole negligence. Except as specified in this paragraph, such party shall have no rights under the **Trust Agreement, Bylaws or Rules of the Trust**. The term "additional insured" if used on a certificate of coverage, shall be understood to mean the same as **additional member**.
- L. **"Nuclear Facility"** means:
- (1) Any nuclear reactor;
  - (2) Any equipment or device designed or used for: