



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, October 24, 2018  
10:00 a.m. - Room 311

## BOARD MEETING AGENDA

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### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Minutes, October 17, 2018 Board meeting.  
Minutes, October 17, 2018 Work Session

### VISITOR COMMENTS - 5 MINUTE LIMIT

### Hearing:

(1) In the Matter of the Livestock Attack by Dogs owned by Kristin McGlothen

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 10.22.18.
- (B) Reappoint James Tierney and Leslie Jerry Keenon to Chairperson's Pool on the Board of Property Tax Appeals.
- (C) Reappoint James Tierney and Leslie Jerry Keenon to Non-office-Holding Pool on the Board of Property Tax Appeals.
- (D) Appoint Debbie Hazen and Dave Reynolds to Non-office Holding Pool on the Board of Property Tax Appeals.
- (E) 2018 Foreclosure Deed and Authorize the Chair to sign
- (F) Order NO. 41-2018 In the Matter of the Approval of Appointment of Katherine Joanne Kelley as Deputy Tax Collector
- (G) Approve that the Courthouse evacuation drill scheduled for 11/20/18 be mandatory for all County employees
- (H) Approve the changing the name of the Road Department back to the Public Works Department
- (I) Approve the updated job description for Public Works Director
- (J) Approve the Personnel Action for Michael Russell

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- (K) C100-2018 Purchase and Sale Agreement with William and Zaneta Lain for Tax Map IT 5N1W33-DD-10104 (Tax Account No. 13674)"

**DISCUSSION ITEMS:**

**Todd Wood, Transit Director**

- STF/STIF advisory committee

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

*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.*



## Office of County Counsel

Columbia County Courthouse ♦ Old Courthouse - 230 Strand Street, Room 20 ♦  
St. Helens, OR 97051-2096

503.397.3839 ♦ 503.366.3925 (Fax) ♦ [www.co.columbia.or.us](http://www.co.columbia.or.us)

**Sarah Hanson**  
County Counsel

[sarah.hanson@co.columbia.or.us](mailto:sarah.hanson@co.columbia.or.us)

**Robin Rojas McIntyre**  
Assistant County Counsel

[robin.rojas@co.columbia.or.us](mailto:robin.rojas@co.columbia.or.us)

**Julie Stenberg**  
Paralegal

[julie.stenberg@co.columbia.or.us](mailto:julie.stenberg@co.columbia.or.us)

October 12, 2018

Via email and certified mail, return receipt requested

Kristin McGlothen  
22435 Cedar Grove Road  
Clatskanie, OR 97016

Subject: In the Matter of a Livestock Attack by Dogs owned by Kristin McGlothen  
**NOTICE OF HEARING**  
**October 24, 2018 at 10:00 am**  
**Columbia County Courthouse**  
**230 Strand Street, Room 308**  
**St. Helens, Oregon 97051**

Dear Ms. McGlothen:

Columbia County has received your request for a hearing on the above-referenced matter regarding the determination of whether your dogs have engaged in killing, wounding, injuring or chasing livestock under ORS 609.125 – 609.190.

Notice is hereby given that the Board of County Commissioners will hold a hearing on the matter in accordance with ORS 609.125 – 609.190 at the time and place noted above. Please feel free to contact me if you have any questions about the hearing process.

Sincerely,

Robin R. McIntyre  
Assistant County Counsel

cc: Board of Commissioners  
Roger Kadell, Animal Control



**ELIZABETH E. HUSER**  
**County Clerk of Columbia County**  
Courthouse 230 Strand Street St. Helens, Oregon 97051  
Telephone (503) 397-3796

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Recording • Elections • Vital Statistics • Board of Property Tax Appeals

October 15, 2018

To: Columbia County Commissioners  
From: Elizabeth E. Huser, Columbia County Clerk  
Subject: Pools for BOPTA

A handwritten signature in black ink, appearing to read 'E. E. Huser', is written over the 'From:' line of the memo.

It is time again to appoint the Board of Property Tax Appeals pools. (Chairperson's Pool and Nonoffice-Holding Pool).

Recommendations for Chairperson's Pool are James C. Tierney and Leslie Jerry Keenon.

Recommendations for Non-office-Holding Pool are James C. Tierney, Leslie Jerry Keenon, Debbie Hazen, and Dave Reynolds

Mr. Tierney has been a board member since 1994, Mr. Keenon has been a board member since 2011, Ms. Hazen and Mr. Reynolds will be new members for 2018-2019.

The board members terms shall begin on October 15, 2018 and end June 30, 2019.

CC: Sue Martin, Columbia County Assessor

**GRANTOR'S NAME AND ADDRESS:**

Tax Collector for Columbia County,  
Oregon Columbia County Courthouse  
230 Strand  
St. Helens, OR 97051

**AFTER RECORDING, RETURN TO GRANTEE:**

Columbia County c/o Tax Collector  
230 Strand, Room 318  
St. Helens, OR 97051  
Until a change is requested all tax statements  
shall be mailed to the above address

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**DEED**

THIS DEED is made this 24<sup>th</sup> day of October, 2018, from MaryAnn Guess, Tax Collector for Columbia County, Oregon, "Grantor", to Columbia County, a political subdivision of the State of Oregon, "Grantee". The true and actual consideration for this conveyance is described in Exhibit "B".

**WITNESSETH**

WHEREAS, pursuant to a General Judgment in Case No. 16-CV29373 of the Circuit Court of the State of Oregon for the County of Columbia, duly made and entered on November 1, 2016, *nunc pro tunc* October 10, 2016, in a suit wherein the said Columbia County, Oregon, was plaintiff, and ROSS L. BANKSTON, SR., et al., were defendants, the hereinafter described real properties were, by said General Judgment, sold, subject to redemption, to Columbia County, Oregon; and

WHEREAS, the said real properties have been held by Grantor on behalf of Columbia County, Oregon, for the period of two (2) years from and after the effective date of said General Judgment, and no redemption has been made; and notice of expiration of the redemption period has been given in the duly designated newspaper of general circulation and published in Columbia County, Oregon, to-wit: The Chronicle, in two (2) weekly issues of said newspaper, not more than thirty (30) days and not less than ten (10) days prior to the date of expiration of the redemption period; proof of which notice is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, in addition to publication of the notice above-described, not less than one (1) year prior to the expiration of the period of redemption, the tax collector mailed to every person entitled to redeem each of the said real properties under ORS 312.120(2) whose interest appeared in the records of the county as of the date foreclosure proceedings were instituted, to the addresses specified in ORS 312.125(4)(a) and (b), by first class mail and by certified mail, a notice containing a description of the property and the information specified in ORS 312.125(2); and

WHEREAS, in pursuance of the laws of the State of Oregon and for and in consideration of the General Judgment and sale as aforesaid, I have this day executed this deed conveying to

Columbia County, a political subdivision of the State of Oregon, the real properties described on the attachment hereto labeled Exhibit "B" and incorporated herein by this reference; and

WHEREAS, said described parcels of real property were formerly owned by the said defendants indicated, bearing the tax foreclosure list numbers as indicated, and for the amount of judgment as indicated, all respectively, for each parcel sold by said foreclosure to the said Columbia County, Oregon, and not redeemed as provided by law; and

WHEREAS, the true and actual consideration for the conveyance of said real properties is as is set out on said Exhibit "B" after the description of the several real properties listed therein, and, in addition thereto, interest on said sums at the rate of  $1\frac{1}{3}$  percent per month, or fraction of a month, from September 7, 2016 to October 10, 2016, the effective date of the General Judgment, and at the legal rate for judgments thereafter to the date of this deed; and

WHEREAS, pursuant to ORS 93.040(1), the following statement shall be included in the body of any instrument transferring fee title to real property:

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;

NOW, THEREFORE, I, Mary Ann Guess, Tax Collector, in consideration of the premises, and by virtue of the statutes of the State of Oregon, in such cases made and provided, do hereby grant, bargain, sell, and convey unto Columbia County, Oregon, and its assigns forever, the parcels of real property hereinbefore described as fully and completely as

Grantor can, by virtue of the premises, convey the same.

GIVEN UNDER MY HAND OFFICIALLY this date: October 24, 2018.

\_\_\_\_\_  
Mary Ann Guess, Tax Collector  
Columbia County, Oregon

STATE OF OREGON            )  
  )        ss.  
County of Columbia         )

On this date, October 24, 2018, before me, as County Clerk for Columbia County, State of Oregon, personally came the within-named Mary Ann Guess, Tax Collector of said county and state, known to me to be the individual described herein, and who, as such Tax Collector, executed the above deed and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above-written.

\_\_\_\_\_  
County Clerk

ACCEPTANCE

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the conveyance described herein.

Dated this 24th day of October, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

STATE OF OREGON            )  
  )        s .   A C K N O W L E D G M E N T  
County of Columbia         )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2018 by Margaret Magruder, as Chair of the Columbia County Board of Commissioners for Columbia County, on whose behalf this instrument is signed.

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

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 27457

ACCOUNT: 7N5W10-00-00200

REAL PROPERTIES

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**BANKSTON ROSS L SR BANKSTON ROSS L II** Tax amount and int     \$ 489.36

**16-001**

A tract of land in the Northeast quarter of Section 10, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at the quarter Section corner on the line between Sections 10 and 11;  
running thence West 220 feet;  
Thence North 1980 feet;  
Thence East 220 feet; and  
Thence South 1980 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying in the boundaries of the Columbia River Highway.



EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 18030

ACCOUNT: 7N2W16-CB-02409

REAL PROPERTIES

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**BELL FRED E & MARJORIE C**

Tax amount and int \$ 48.49

**16-002**

A tract of land in the Southwest quarter of Section 16 and the Southeast quarter of Section 17, Township 7 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of Lot 40 of Boulevard Acres; thence South 66°51' East a distance of 451.17 feet; thence South 23°09' West a distance of 124.40 feet to the true point of beginning.

Thence North 66°51' West a distance of 305.41 feet;  
Thence North 59°09'W a distance of 38.00 feet;  
Thence South 06°59'38" East a distance of 110.43 feet;  
Thence South 05°55'09" West a distance of 116.70 feet;  
Thence South 47°07'28" West a distance of 48.80 feet;  
Thence South 38°29' West a distance of 286.92 feet;  
Thence North 80° East a distance of 90.52 feet;  
Thence North 38°29' East a distance of 214.61 feet;  
Thence North 47°07'28" East a distance of 71.03 feet;  
Thence North 05°55'09" East a distance of 130.78 feet;  
Thence North 06°59'38" West a distance of 53.99 feet;  
Thence North 52°37'30" East a distance of 5.96 feet;  
Thence South 66°51' East a distance of 250.26 feet;  
Thence North 23°09' East a distance of 25.00 feet to the true point of beginning.

**RECOMMENDATIONS (NATHAN & ROBIN):** It is our recommendation that this parcel continue through the foreclosure process and then dedicated by the County as a public right of way.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 28267

ACCOUNT: 8N4W27-DC-00800

REAL PROPERTIES

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**BUTLER ROY FRANKLIN**

Tax amount and int \$ 962.64

**16-006**

A tract of land in the Southwest quarter of Section 27, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

That portion of the following described property that is contained within the South half of Tract 1, Quincy Homes in the Larence Bohnert Donation Land Claim in Sections 27 and 34, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon according to the duly dedicated and recorded Plat thereof on file and of record in the office of County Clerk of Columbia County, Oregon:

BEGINNING at the Southwest corner of said Tract 1, Quincy Homes;

Thence East a distance of 78.73 feet;  
Thence North 19°14' East a distance of 78.80 feet;  
Thence South 81°33' East a distance of 38.3 feet;  
Thence North 11°35' East a distance of 134.75 feet;  
Thence North 89°10' West a distance of 169.53 feet;  
Thence South a distance of 203.14 feet to the point of beginning.

SUBJECT to an easement for a road right of way for the benefit of property lying East of the within described property over the following described tract:

BEGINNING at the Southwest corner of Lot 1, Quincy Homes, in the Larence Bohnert Donation Land Claim in Section 27 and 34, Township 8 North, Range 4 West of the Willamette meridian, Columbia County, Oregon, according to the duly dedicated and recorded plat thereof on file and of record in the office of the County Clerk of Columbia County, Oregon;

Thence East a distance of 78.73 feet;

Thence North 19°14' East a distance of 21.18 feet;

Thence West a distance of 85.71 feet;

Thence South a distance of 20.00 feet to the point of beginning.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 14499

ACCOUNT: 5N1W28-BA-01500

REAL PROPERTIES

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**DU BOIS CHARLIE H & WASSER ETHEL MAYE** Tax amount and int \$ 10,834.48

**16-013**

A tract of land in the Northwest quarter of Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots 5 and 6, Block 20, Glitner's Addition to Columbia City, Columbia City, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **8381**

ACCOUNT: 4N2W35-BC-01000

REAL PROPERTIES

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**GIFT MARK H**

Tax amount and int      \$ **43.00**

**16-015**

BEGINNING at a point on the section line which is North 0°39' West a distance of 231.3 feet from the West quarter corner of Section 35, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon;

Thence North 0°39' West along the section line a distance of 138.7 feet to the centerline of Scappoose Creek;

Thence following said centerline North 74°13' East a distance of 154.68 feet;

Thence South 41°44' East a distance of 110.00 feet;

Thence leaving said creek South 65°53' West a distance of 241.42 feet to the point of beginning.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 8397

ACCOUNT: 4N2W35-CC-00100

REAL PROPERTIES

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GIFT MARK H

Tax amount and int \$ 33.51

16-016

A tract of land in the Southwest quarter of Section 35, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

BEGINNING at a point that is South 0°39' East a distance of 225.0 feet and North 89°28' East a distance of 259.4 feet from the Northeast corner of the Southwest quarter of the Southwest quarter of Section 35, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon;

Thence North 77°57' East a distance of 58.2 feet to a point of the Southwesterly right of way line of the Scappoose Vernonia Highway;

Thence South 34°45' East along said Southwesterly right of way a distance of 15 feet, more or less to a point that is North 89°28' East from the point of beginning;

Thence South 89°28' West a distance of 65 feet, more or less, to the point of beginning.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **28112**

**ACCOUNT:** 8N4W24-00-00399

REAL PROPERTIES

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**GIFT MARK H**

Tax amount and int     \$ **32.19**

**16-017**

All that certain portion of the West 620.0 feet of Government Lot 5, Section 24, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, lying Southerly of the Portland & Western Railroad (B.N.R.R./S.P.&S.) right of way.

**RECOMMENDATIONS (NATHAN & ROBIN):** Because of the small nature of this tax lot, we both are for getting rid of this one. However, we don't think we can since it was already foreclosed on in 1987. We recommend proceeding with this foreclosure, and then giving it to tax account #28122 for the cost of recording it. Once that deed is recorded it can be canceled and combined.



EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 6497

ACCOUNT: 3N2W22-BD-06600

REAL PROPERTIES

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**GISI LAWRENCE C & VERNIS D**

Tax amount and int \$ 130.85

**16-018**

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 2, Block 35, Hillcrest Part 3.

This account is adjacent to account 6498 and could be sold as a pair.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **6498**

ACCOUNT: 3N2W22-BD-06700

REAL PROPERTIES

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**GISI LAWRENCE C & VERNIS D**

Tax amount and int     \$ **130.85**

**16-019**

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 1, Block 35, Hillcrest Part 3.

This account is adjacent to account 6497 and could be sold as a pair.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 10774

ACCOUNT: 4N1W04-CB-01600

REAL PROPERTIES

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**HORTON MARILYN DVM AND HORTON ALAN** Tax amount and int \$ 14,646.40

**16-027**

A tract of land situated in the Northwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

BEGINNING at a point on the West right of way line of the Columbia River Highway that is North 35°14'00" East a distance of 220.50 feet from the most Southerly corner of Block 1, LITTLE'S SUBDIVISION, Columbia County, Oregon;

Thence North 54°46' West a distance of 100.00 feet;

Thence North 35°14' East a distance of 117.94 feet to the Northeasterly line of LITTLE'S SUBDIVISION in the center of Milton Creek;

Thence South 48°28' East a distance of 160.61 feet to the said Westerly right of way line of said highway;

Thence South 35°14' West a distance of 106.90 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through Department of Transportation Highway division by document recorded May 24, 1995 under Columbia County Instrument No: 95-04454, Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 7650

ACCOUNT: 4N2W16-CC-02601

REAL PROPERTIES

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JPMORGAN CHASE BANK NA

Tax amount and int \$ 13,903.00

16-029

A tract of land situated in the Southwest quarter of Section 16, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

BEGINNING at a point which is South 89°58' West 513.79 feet from the Southeast corner of Spitzenberg as per plat on file and of record in the Clerk's Office of Columbia County, Oregon; said point being on the Southwesterly right of way of the Crown Zellerbach logging road (formerly Clark and Wilson Railroad) in Section 16, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon; thence along said Southwesterly right of way line South 56°24' East a distance of 184.27 feet; thence South 50°15' East a distance of 194.3 feet to the true point of beginning of the following described tract;

Thence South 57°29'30" West a distance of 452.6 feet to the Easterly right of way line of the Scappoose-Vernonia Highway;

Thence along said Scappoose-Vernonia Highway, North 30°17' West a distance of 200.00 feet to a point;

Thence leaving said Scappoose-Vernonia Highway, North 57°29'30" East to the Southwesterly right of way of said Crown Zellerbach logging road;

Thence Southeasterly, along the Southwesterly right of way line of said Crown Zellerbach logging road to the true point of beginning;

EXEPTING THEREFROM all minerals.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **25204**

ACCOUNT: 6N5W05-00-00502

REAL PROPERTIES

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**LOUCKS JOHN R & NORMA E**

Tax amount and int \$ **547.20**

**16-035**

BEGINNING at an Iron Rod which bears North 54°12'50" East a distance of 850.00 feet and North 35°47'10" West a distance of 225.00 feet from the West quarter corner of Section 5, Township 6 North, Range 5 West of the Willamette Meridian, Columbia County, Oregon and running

Thence South 54°12'50" West a distance of 237.37 feet to an iron rod;

Thence North 25°35'30" West a distance of 52.5 feet, more or less, to a point in the center of Fishhawk Creek;

Thence Northeasterly along the center of said Fishhawk Creek a distance of 300 feet, more or less, to a point from which an iron rod bears South 35°47'10" East a distance of 55.0 feet, more or less;

Thence South 35°47'10" East a distance of 255.0 feet to the point of beginning.

Containing 0.56 acres, more or less.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 29191

ACCOUNT: 4N2W02-00-03900

REAL PROPERTIES

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**ST HELENS LUMBER COMPANY**

Tax amount and int \$ 97.62

**16-041**

A tract of land situated in the Southwest quarter of Section 2, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

BEGINNING at a point that is West a distance of 491.45 feet from the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 2;  
Thence South 74°30' West a distance of 529.0 feet; thence North 79°48' West a distance of 285.0 feet to the West line of the Southeast quarter of the Southwest quarter of said Section 2;  
Thence North to the Northwest corner of Southeast quarter of Southwest quarter of said Section 2;  
Thence East along the South line of Northeast quarter of the Southwest quarter of said Section 2, to the point of beginning.

EXCEPT all roads.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Approval of )  
Appointment of Katherine Joanne ) ORDER NO. 41-2018  
Kelley as Deputy Tax Collector )

WHEREAS, MaryAnn Guess, Tax Collector, presents to the Columbia County Board of Commissioners, Katherine Joanne Kelley Certificate of Appointment to the office of Deputy Tax Collector of Columbia County, Oregon, together with her Oath of Office as by law provided, and the Board of Commissioners being fully advised.

NOW THEREFORE, IT IS HEREBY ORDERED that the said appointment of Sarah Sprowls to the position of Deputy Tax Collector, be and the same is hereby approved.

Dated at St. Helens, Oregon this \_\_\_\_\_ day of October, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

ORDER NO. 41-2018

STATE OF OREGON        )  
                                  )        ss.  
COUNTY OF COLUMBIA )

I, Mary Ann Guess  
for the above named County and State do hereby appoint

Katherine Joanne Kelley

Deputy Tax Collector in and for said  
Columbia County; said appointment to be in full force and effect from this day until by me  
revoked.

Dated this 28th day of September, 2018.

Mary Ann Guess

STATE OF OREGON        )  
                                  )        ss.  
COUNTY OF COLUMBIA )

I, Katherine Joanne Kelley do solemnly swear I will  
support the Constitution of the United States of America and the Constituion of the State of  
Oregon and the laws thereof, and that I will faithfully and honorably demean myself in the office  
of Deputy Tax Collector to which I have been appointed, to  
the best of my ability so help me God.

Katherine J. Kelley

Subscribed and sworn to before me this 28th day of September, 2018.

Elizabeth E. Huser  
County Clerk



COLUMBIA COUNTY, OREGON

JOB DESCRIPTION: ~~DIRECTOR, ROAD DEPARTMENT~~ PUBLIC WORKS  
(ROADMASTER)

DATE: ~~10/17/2018~~ 09/14/2017

EXEMPT (Y/N):	Yes	JOB CODE:	CSC Exempt
DEPARTMENT:	Public Works	CLASSIFICATION:	469
SUPERVISOR:	Board of Commissioners	SALARY RANGE:	E08
UNION (Y/N):	No	LOCAL:	NA

**GENERAL STATEMENT OF DUTIES:** Responsible for professional performance and administration of the ~~Road~~ Public Works Department for Columbia County. Responsible for planning, organizing and directing the activities of the Departments.

Fairly enforce all laws, regulations, ordinances, and standards to ensure maximum compliance and to protect the public health and safety. Plan, organize and direct all Departmental activities, including those with other governmental units and private organizations. Work directly with a wide range of community groups, public and private sector officials, County employees, individual citizens and as part of the County management team.

Promote excellence, dependable performance, responsible customer services, pride, initiative, commitment, cooperation, safety and a team approach throughout the Departments. Evaluate and define Departmental programs and policies along with the development of budget proposals in accordance with the vision of the County as articulated by the Board of County Commissioners. Supervise staff of professional, technical and office support staff and hold them accountable for results.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Develop, implement and ensure compliance with policies, procedures and standards for road work operations to ensure quality maintenance and construction.

Plan and coordinate the daily work schedule of the various ~~Road Department~~ Public Works personnel so as to obtain maximum production while maintaining high standards of quality to ensure that the Department is operating expeditiously and economically.

Perform visual inspections of the County road system and other ~~related~~ public works facilities for scheduling necessary repairs or regular annual maintenance; inspect any possible hazardous conditions and take immediate corrective action.

Supervise the development, coordination and implementation of an integrated waste management program for the County and its incorporated cities consistent with the County's Solid Waste Management Plan.

Oversee administration of the depletion fee program.

Formulate and present departmental budget for review by Board of County Commissioners. Monitor and manage fiscal operations of the Department to remain within budgetary constraints.

COLUMBIA COUNTY, OREGON

JOB DESCRIPTION: **DIRECTOR, ~~ROAD DEPARTMENT~~ PUBLIC WORKS**  
**(ROADMASTER)**

DATE: ~~10/17/2018~~ 09/14/2017

Keep abreast of the safety rules and regulations to insure that work is being performed in a safe manner; instruct and supervise Departmental employees regarding proper safety methods.

Ensure that all work done by ~~Road Department~~ Public Works crews complies with the specifications and standards of the Oregon Department of Transportation.

Develop and maintain accurate inventory records of all equipment, materials and supplies purchased by or assigned to the Department.

Supervise the issuance of permits for underground utilities, heavy hauling, access approaches, etc.

Prepare and file with the Board and the Bureau of Labor and Industries a list of every public improvement that the County plans to fund in the budget period, identifying each improvement by name and estimating the total onsite construction costs; ensure that adequate plans and specifications be developed with estimated unit costs as required by the State.

Supervise the maintenance of a complete and accurate cost accounting ledger on all road work performed by the County in accordance with the model guidelines developed by the State Executive Department reflecting unit costs of each classification of which work will be used to make cost estimates and deciding whether to perform the work by contract or by force account; report final project costs to the Board and post to the Fixed Asset Ledger.

Identify needed future Departmental capital expenditures with relative priorities and methods of financing within the framework of the budget and projected revenues; write specifications and bid requests for all the materials, supplies and equipment purchased by the Departments.

Work with the Board in administering County road regulations, such as (a) regulating traffic in such a manner that it is compatible with the State's traffic laws and public concerns; (b) controlling the placement of utilities on the County road right-of-way; (c) developing ordinances that may be necessary to address needs on the County road system.

Maintain liaison, coordination and cooperation with relevant State and federal agencies.

Follow all safety rules and procedures established for work areas. Comply with all County policies and procedures. Ensure departmental compliance with County policies and procedures.

**SUPERVISORY RESPONSIBILITIES:** Directly supervise 5-10 employees, including ~~5~~ line supervisors and office staff, who supervise additional staff of 25-35 employees.

- Ensure that Departmental plans and goals are effectively communicated throughout the Departments so that individual work plans maintain progress toward Departmental goals.

- Fulfill role as appointing authority for Departments to ensure the hire of qualified candidates. Ensure that each Departmental employee receives written, clearly stated goals and expectations.

- Ensure that each Departmental employee is held accountable for meeting those goals and expectations and take corrective action if not met.

COLUMBIA COUNTY, OREGON

JOB DESCRIPTION: **DIRECTOR, ROAD DEPARTMENT PUBLIC WORKS  
(ROADMASTER)**

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- Conduct regular, formal and informal, evaluations of Departmental employees.
- Provide training opportunities for Departmental staff.
- Diagnose organizational needs, designing approaches and facilitating interventions to optimize Departmental communication, cooperation, teamwork, participation and results.
- Discharge all supervisory responsibilities in accordance with the County's policies and procedures, collective bargaining agreements, and State and Federal laws.
- Coordinate all personnel functions with the Human Resources Department.

**SUPERVISION RECEIVED:** Work is performed with considerable independence under the general direction of the Board of County Commissioners and is reviewed jointly by the Board and Director through conferences, reports and the effectiveness of programs in accomplishing Departmental goals and objectives.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Seven years of progressively responsible experience in the field of Civil Engineering (specifically road construction and maintenance) which includes at least two years of experience in a supervisory capacity. Possession of a Bachelor's degree from an accredited college or university in Civil Engineering, Public Administration or a related field. Any satisfactory combination of experience and training which provides the required knowledge, skills and abilities may be acceptable.

**KNOWLEDGE, SKILL AND ABILITY:** Thorough knowledge of civil engineering principles and practices in relation to the construction and maintenance of County roads, bridges and ~~related~~ other public works facilities. Thorough knowledge of all materials, methods and equipment used in road or bridge construction, maintenance or repair. Considerable knowledge of the laws and rules governing the safe operation of all road construction and maintenance equipment as well as the contracted operations of solid waste management. Thorough knowledge of safety practices and procedures. Extensive knowledge of management principles and practices of human and financial resource management.

Familiarity with the use of personal computers and general business software such as word processing and spreadsheets.

Ability to:

- Plan, implement, and evaluate Departmental activities based on policy guidelines, regulations and laws.
- Think conceptually and quickly get to the heart of a problem.
- Set priorities and develop realistic solutions to problems.
- Express ideas effectively, verbally and in writing. Use sound judgment and not be

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JOB DESCRIPTION: **DIRECTOR, ROAD DEPARTMENT PUBLIC WORKS  
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afraid to take reasonable risks.

■ Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.

■ Model the positive behavior desired in others and promote collaboration and shared responsibility for Departmental success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.

■ Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.

■ Organize and supervise the efficient and economic performance of a heavy load of maintenance and construction work involving a substantial number of workers and involving several specialized production techniques.

■ Work through a crew leader and maintain high production and quality standards and high morale among all employees.

**DESIRABLE QUALIFICATIONS:** Possession of Professional Engineer designation in the State of Oregon in accordance with ORS 672.002 to 672.035.

**NECESSARY SPECIAL QUALIFICATIONS:** Possession of a valid driver's license with an acceptable driving record.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Majority of tasks involve minimal physical demands, such as moving boxes, files, equipment, etc., typically weighing less than 20 pounds. Work in the field may necessitate the movement of materials in excess of 60 pounds.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Usual office working conditions. Field work will expose position to all weather conditions and a wide variety of terrains.

PURCHASE AND SALE AGREEMENT

Dated: \_\_\_\_\_, 2018

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

AND William L. Lain and Zaneta Lain ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on October 11, 2006 nunc pro tunc October 3, 2006, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in Columbia County v. Lowrey, David, et. al., Case No. 06-2433; and

WHEREAS, on October 22, 2008, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in St. Helens, Oregon, having Tax Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674 (the "Property"), by deed recorded as document number 2008-9839 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 December 4, 2014, with a minimum bid of \$36,842.00, 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 \$20,000.00, an amount exceeding the 15% of the minimum bid; and

WHEREAS, County policy provides that Buyers of a tax foreclosed property 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 \$20,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee.
  
2. Agreement and Purchase Deposit Delivery. On or before October 31, 2018, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$2,500.00, 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. 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 Property as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Property 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 Property 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 November 22, 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 though 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:

William L. Lain and Zaneta Lain  
295 N. 7<sup>th</sup> Street  
St. Helens, OR 97051  
Email: lclj@comcast.net  
Phone No: 503-396-6357

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:**

\_\_\_\_\_  
William L. Lain

\_\_\_\_\_  
Zaneta Lain

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. 13674**  
**Map**



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

William L. Lain and Zaneta Lain  
295 N. 7<sup>th</sup> Street  
St. Helens, OR 97051

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 William L. Lain and Zaneta Lain, as Tenants in the Entirety, 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. 5N1W33-DD-10104 and Tax Account No. 13674, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$20,145.00.

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. 42-2018 adopted on



**EXHIBIT A**  
**Legal Description for Map ID No 5N1W33-DD-10104 and**  
**Tax Account No. 13674**

The East half of Lot 10; the East half of Lot 11 and the Westerly 5 feet of even width of Lots 12 and 13, all in Block 62, St. Helens.