

COLUMBIA COUNTY

Board of Commissioners Office

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Administration

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, March 27, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- 03.20.19 Board Meeting
- 03.20.19 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

CONSENT AGENDA:

- Ratify the Select to Pay for 03.25.19.
- 2019 Liquor License Renewals for Bing's Restaurant, Warren Country Inn, Moose Lodge #591 and Outpost 30.
- Reappoint Kathy Syrstad to the 4H & Extension Budget Committee for a three year term, to expire 12.31.2021.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- C7-2019 Intergovernmental Agreement #5756 with the Oregon Department of Corrections and authorize the Chair to sign.
- C43-2019 - Purchase and Sale Agreement by and between Columbia County and Eric Olson for Tax Map ID # 4N2W02-00-03900 and Tax Account No. 29191
- C45-2019 - Purchase and Sale Agreement by and between Columbia County and Arturo Loret de Mola and Consuelo Concha Imana for Tax Map ID # 4N4W05-DA-04701 and 4N4W05-DA-04400 and Tax Account Nos 23425 and 23421.

- G. C46-2019 - Purchase and Sale Agreement by and between Columbia County and Lawrence E. Boxman and Gayle C. Rich-Boxman for Tax Map ID# 6N5W05-00-00502 and Tax lot 25204.
- H. C99-2018 - Agreement with the City of Scappoose for the Transfer of Chapman Landing.
- I. Utility Easement Agreement with Clatskanie PUD for Charging Station at the Rainier Transit Center.

DISCUSSION ITEMS:

Todd Wood:

- Order No. 19-2019, In the Matter of Adopting Changes in Service for Columbia County Rider Transportation.

Janet Evans:

- Internal Audit for Evidence Based Practices Contract

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.

C7-2019

INTERGOVERNMENTAL AGREEMENT

Agreement No. 5756

This Agreement is between the State of Oregon acting by and through its Oregon Department of Corrections (“Agency”) and Columbia County, acting by and through its Community Corrections Office (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: BACKGROUND AND PURPOSE

Whereas, Agency and County utilize both the Corrections Information System (DOC400) and the Offender Management System (OMS) as the primary statewide information systems for offender case management.

Whereas, there is a need to create an Application Program Interface (API) between the DOC400 and OMS so that Agency and Oregon County Community Corrections offices no longer have to enter information separately into each system.

Whereas, in order to create the API, Agency must first obtain a full needs analysis/assessment to construct a business case that will be submitted through the Stage Gate process with the Department of Administrative Services (DAS).

Whereas, Agency has the ability to contract with an IT Business Analyst (“Contractor”) to conduct the needs analysis with the county community corrections agencies and any other applicable stakeholders and prepare the business case documentation that would ultimately be submitted to DAS.

Whereas, the County agrees to pay a share of the cost for Agency to obtain Contractor services to perform a business analysis (“Services”).

Now therefore, the purpose of this Agreement is to document and describe the process for County to reimburse Agency for the cost of Services provided by an IT Business Analyst.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature, and terminates December 31, 2019 unless terminated earlier in accordance with the Termination Section.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Denise Sitler
2575 Center Street NE
Salem, OR 97301
Fax: 503-373-7810
Phone (Office): 503-945-9051
denise.sitler@doc.state.or.us

4.2 County’s Authorized Representative is:

Janet Evans, Director
Columbia County Community Corrections
901 Port Avenue
St. Helens OR 97051
Fax: 503-397-6645
Phone (Office): 503-397-6253
Email: janet.evans@co.columbia.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

Each Party agrees to responsibilities as described in Exhibit A, “Responsibilities of the Parties”, attached hereto and incorporated herein by this reference.

SECTION 6: COMPENSATION; INVOICING AND PAYMENT

6.1 Compensation

County agrees to pay to Agency a one-time fixed fee in the amount of \$ 1,405.00 for IT Business Analyst services as described in Section 2.

6.2 Invoicing and Payment.

6.2.1 County shall submit payment in full in the amount identified in Section 6.1 to Agency within 45 days after receipt of an invoice.

6.2.2 Agency shall include Agreement number on invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

- 9.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: COUNTY DEFAULT

County will be in default under this Agreement if County fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

- 12.1** In the event County is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to termination of this Agreement under Section 14.
- 12.2** In the event Agency is in default under Section 11 and whether or not County elects to exercise its right to terminate this Agreement under Section 14.3.3, or in the event Agency terminates this Agreement under Sections 14.2.1, 14.2.2, 14.2.3, or 14.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 60 days advance written notice to County;

14.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

14.2.5 As otherwise expressly provided in this Agreement.

14.3 County may terminate this Agreement as follows:

14.3.1 Upon 60 days advance written notice to Agency;

14.3.2 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.3 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

14.3.4 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.5 As otherwise expressly provided in this Agreement.

SECTION 15: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be

construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 16: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 17: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 17. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 18: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13 and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 19: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 20: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 21: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 22: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 23: INTENDED BENEFICIARIES

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 24: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 25: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 26: RESERVED

SECTION 27: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 28: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 29: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 30: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

EXHIBIT A

RESPONSIBILITIES OF THE PARTIES

1. AGENCY RESPONSIBILITIES

1.1 Agency shall enter into a Personal Services Contract with, and supervise the services of, an IT Business Analyst (“Contractor”) who shall work with stakeholders, including County to:

1.1.1. Define problem by meeting with stakeholders to interview and document data access needs and problem areas with current data access.

1.1.2. Propose opportunity of providing data more easily to stakeholders; what data is needed, frequency and format.

1.1.3. Perform a risk analysis of providing data to stakeholders and propose potential mitigation strategies.

1.1.4. Provide a technical assessment of technology that is available and an analysis of the alternatives.

1.1.5. Gather and document the business and technical requirements of all stakeholders, including data and access needs of the counties as well as architecture and security requirements and constraints for Agency, ITS and the DAS Enterprise Security Office.

1.1.6. Provide a written report to the counties summarizing all the findings.

2. COUNTY RESPONSIBILITIES

2.1 County shall provide Contractor with access to County personnel and information as needed to allow Contractor to perform services described in Section 1, above.

2.2 County shall provide payment as described in Section 6.1, page 2, of this Agreement.

PURCHASE AND SALE AGREEMENT

Dated: _____, 2019

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

AND Eric Olson (“Buyer”)

Collectively, the “Parties.”

RECITALS

WHEREAS, on November 1, 2016 *nunc pro tunc* October 10, 2016, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ross L. Bankston, Sr., et al.*, Case No. 16-CV29373; and

WHEREAS, on October 24, 2018, 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. 4N2W02-00-03900 and Tax Account No. 29191 (the “Property”), by deed recorded as document number 2018-009054 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 to their respective adjacent property owners; and

WHEREAS, the location and site circumstances make the Property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$500.00; and

WHEREAS, Buyer has offered \$500.00 to purchase the Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, ORS 275.225 further provides that the County’s intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, the County published public notice of the sale on February 14, 2019 in the Chronicle, a newspaper of general circulation in the County; 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 \$645.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before March 27, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$645.00, 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 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 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 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 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.

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 April 30, 2019 (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:	FOR BUYER:
Board of County Commissioners	Eric Olson
c/o Board Office Administrator	31187 Dowd Rd.
230 Strand, Room 330	St. Helens, OR 97051
St. Helens, OR 97051	Phone No: 503-396-2202
Phone No: 503-397-3839	Email: olsonquarterhorses@hotmail.com

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

D. 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.

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

F. 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.

- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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.

- K. 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.
- L. 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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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:



Eric Olson

Date: 2-20-19

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

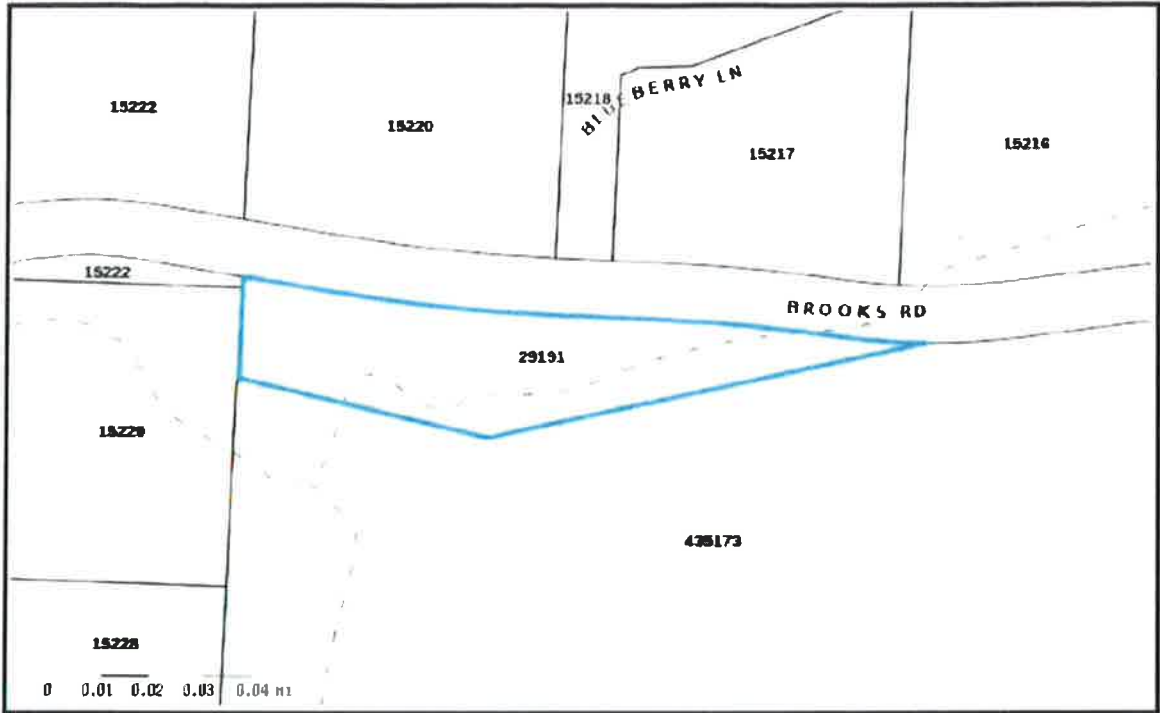
Approved as to form:

By: _____
Office of County Counsel



EXHIBIT A
Tax Account No. 29191
Map

Map



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 accuracy, performance or use of information on this map.

GeoMoose

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

Eric Olson
31187 Dowd Road
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 Eric Olson, 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. 4N2W02-00-03900 and Tax Account No. 29191, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$645.00.

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. 12-2019 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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, 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 4N2W02-00-03900 and
Tax Account No. 29191

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.

PURCHASE AND SALE AGREEMENT

Dated: 3-18-19 ,

2019

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

AND Arturo Loret de Mola and Consuelo Concha Imana
("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bahl, James L. & Freida M., et al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including certain parcels of land situated in Vernonia, Oregon, having Tax Map ID Nos. 4N4W05-DA-04701 and 4N4W05-DA-04400 and Tax Account Nos. 23425 and 23421 (the "Property"), by deed recorded as document number 2016-008867 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 \$82,722.00, 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, Buyer has offered to purchase the Property for \$19,341.00, 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 \$19,486.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before March 20, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$1,948.60, 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 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 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 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 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.
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 April 11, 2019 (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:

Arturo Loret de Mola
Consuelo Concha Imana
490 A. Street
Vernonia, OR 97064
Phone: 971-248-3685
Email: loretdemola490@gmail.com

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

D. 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.

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

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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.

- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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

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"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:



Arturo Loret de Mola



Consuelo Concha Imana
Date: 3-18-19

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

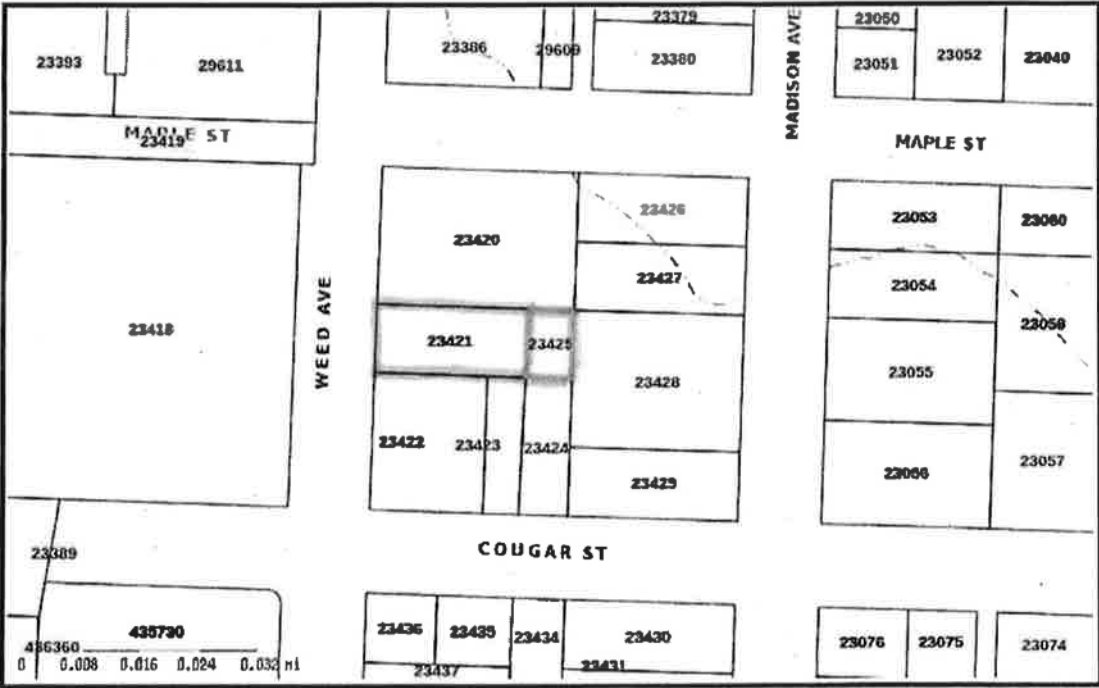
Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account Nos. 23425 and 23421
Map

Map



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.

Geo

Printed 02/04/2019

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

Arturo Loret de Mola and Consuelo Concha Imana
490 A. Street
Vernonia, OR 97064

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 Arturo Loret de Mola and Consuelo Concha Imana, 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 Nos. 4N4W05-DA-04701 and 4N4W05-DA-04400 and Tax Account Nos. 23425 and 23421, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$19,486.00.

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. 10-2019 adopted

EXHIBIT A

Legal Description for Map ID Nos 4N4W05-DA-04701 and 4N4W05-DA-04400
and Tax Account Nos. 23425 and 23421

23425

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 8, Block 13, TOWN OF VERNONIA, Deed Volume J, Pages 114-117, Columbia County, and State of Oregon, together with that portion of vacated alley that inures thereto by reason of vacation thereof.

23421

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 3, Block 6, ROSE ADDITION TO VERNONIA, Deed Volume K, Page 390, County of Columbia, State of Oregon.

PURCHASE AND SALE AGREEMENT

Dated: _____, 2019

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

AND Lawrence E. Boxman and Gayle C. Rich-Boxman ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on November 1, 2016 *nunc pro tunc* October 10, 2016, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ross L. Bankston, Sr., et al.*, Case No. 16-CV29373; and

WHEREAS, on October 24, 2018, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Birkenfeld, Oregon, having Tax Map ID No. 6NSW05-00-00502 and Tax Account No. 25204 (the "Property"), by deed recorded as document number 2018-009054 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 to adjacent property owners on January 29, 2019; and

WHEREAS, the location and site circumstances make the Property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$14,010.00; and

WHEREAS, Buyer was one of two adjacent property owners to offer to purchase the Property and was the high bidder, offering \$2,855.00; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, the County published public notice of the sale on February 27, 2019, in the Chronicle, a newspaper of general circulation in the County; 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 \$3,000.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before March 27, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$3,000.00, 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) 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 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 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 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.

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 April 30, 2019 (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:	FOR BUYER:
Board of County Commissioners	Lawrence E. Boxman & Gayle C. Rich-Boxman
c/o Board Office Administrator	71840 Fishhawk Rd.
230 Strand, Room 330	Birkenfeld, OR 97016
St. Helens, OR 97051	Phone No: 503-755-2905
Phone No: 503-397-3839	Email: Lbosllc@yahoo.com

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

D. 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.

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

F. 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.

- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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.

- K. 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.
- L. 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."

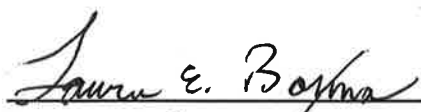
"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 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."

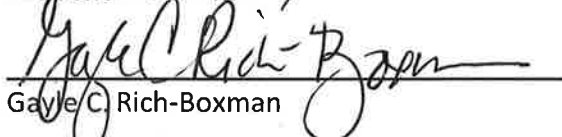
"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:



Lawrence E. Boxman



Gayle C. Rich-Boxman

Date: 3/20/2019

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

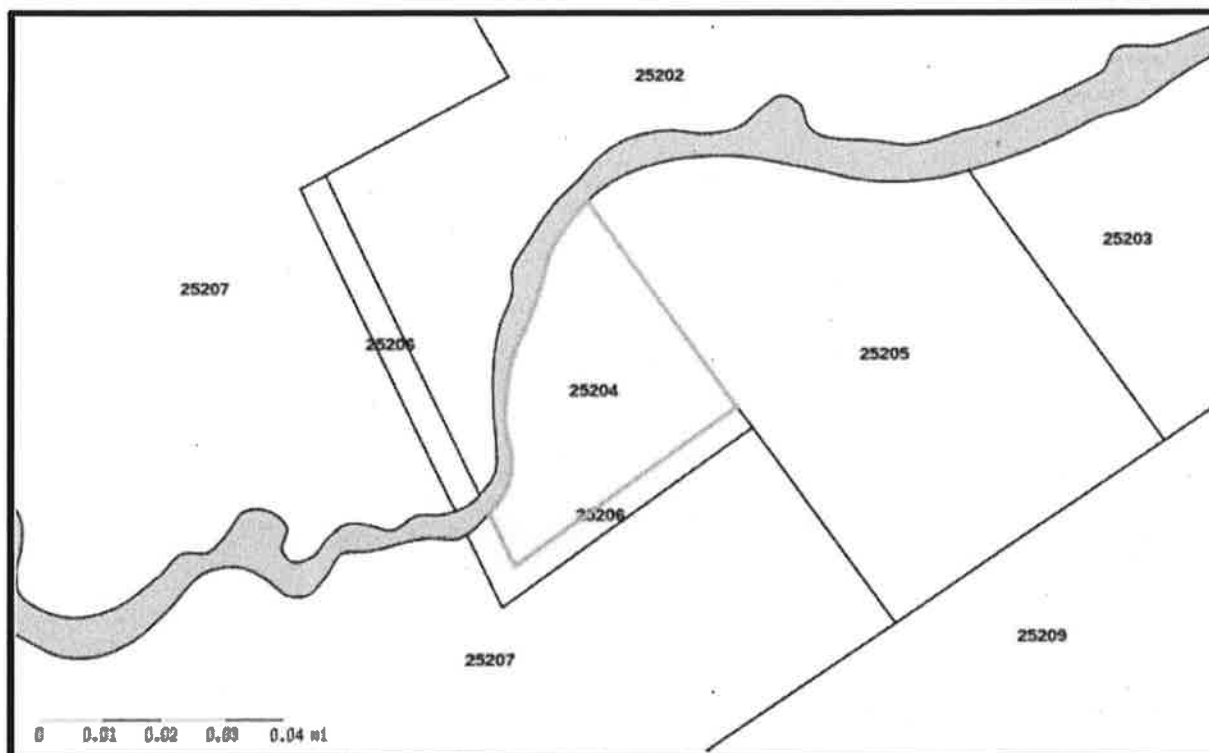
Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 25204
Map

Map



Columbia County



Oregon

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 or information on this map.

GeoInfo

Printed 10/25/2018

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

Lawrence E. Boxman
Gayle C. Rich-Boxman
71840 Fishhawk Rd.
Birkenfeld, OR 97016

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 Lawrence E. Boxman and Gayle C. Rich-Boxman, 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. 6N5W05-00-00502 and Tax Account No. 25204, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$3,000.00.

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.

EXHIBIT A

Legal Description for Map ID No 6N5W05-00-00502 and
Tax Account No. 25204

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.

AGREEMENT FOR TRANSFER OF CHAPMAN LANDING

This Agreement (hereinafter, the “Agreement”) is by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, and the CITY OF SCAPPOOSE, an Oregon municipal corporation, for the transfer of Chapman Landing.

RECITALS

WHEREAS, Columbia County (hereinafter, the “County”) is the owner of certain real property in Columbia County, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and is commonly known as Chapman Landing (hereinafter, the “Property” or “Chapman Landing”); and

WHEREAS, the County acquired the Property from the Port of St. Helens in 2005 through a bargain and sale deed that contains a reversionary clause requiring the property to be used for public park or public recreational purposes; and

WHEREAS, in accordance with that deed, the County has designated Chapman Landing as a County Park; and

WHEREAS, the City of Scappoose (hereinafter, the “City”) wishes to acquire Chapman Landing in order to further develop it as a public park; and

WHEREAS, the City is also willing to accept jurisdiction over portions of the following County roads: JP West Road, EM Watts Road, and Columbia Avenue; and

WHEREAS, the County is willing to transfer its interest in the Property to the City, subject to the terms and conditions herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, County agrees to transfer the Property to City and City agrees to accept the Property on the following terms:

1. Consideration. In consideration of the County’s transfer of Chapman Landing and payment in the sum of \$60,000 to the City for the pavement overlay of JP West Road, the City agrees to accept jurisdiction over the following roads “AS-IS”:
 - A. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037). As a condition of the City’s acceptance;
 - B. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on

the southern side of the roadway), including the bridge (NBI# 13344A); and

- C. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.
2. Deed Restrictions. City agrees to accept the following restrictions, which shall be incorporated into the deed:
- A. If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
 - B. The City shall be responsible for changing the zoning of the Property from industrial to a zone that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
 - C. In the event that a public road, such as a Scappoose bypass is proposed to be located adjacent to the Property, the City and its successors and assigns waive any right to remonstrate against the location of the road, as long as the road does not encroach on the Property.
 - D. The City shall allow and accommodate equestrian use on the Property to the extent such use complies with the rules and regulations of the United States Army Corps of Engineers.
3. Condition of Property and Title.
- A. The City shall acquire the Property "AS IS" with all faults, without covenants or warranties.
 - B. The County shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
 - C. The transfer of the Property is subject to any municipal liens, easements and encumbrances of record.
 - D. The Quitclaim Deed will reserve to the County:
 - i. The mineral and associated rights specifically provided for in Exhibit B; and
 - ii. If applicable, all rights to any County, public, forest or Civilian Conservation Corps roads; and
 - E. The City shall rely on the results of inspections and investigations completed by the City,

and not upon any representation made by the County.

4. Conditions of Closing/Additional Terms and Conditions.

- A. Conditions of Closing. The County's obligation to transfer the Property is conditioned upon the following occurring no later than the Closing Date, unless otherwise specified or waived by the County:
- i. Prior to transferring the Property to the City, the County shall rescind the Property's designation as a County Park in accordance with ORS 275.330.
 - ii. The County Board of Commissioners will adopt an Order authorizing the transfer of the Property to the City in accordance with terms and conditions substantially the same as those provided for in this Agreement.
 - iii. The City will accept the Quitclaim Deed substantially in form of Exhibit B, hereto.
 - iv. In accordance with ORS 373.270, the County will surrender jurisdiction and the City shall acquire jurisdiction over the following roads "AS-IS":
 1. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037);
 2. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on the southern side of the roadway), including the bridge (NBI# 13344A); and
 3. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.
 - v. The County will remit to the City a sum in the amount of sixty-thousand dollars (\$60,000) for the pavement overlay of JP West Road.
- B. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, the rights and obligations of Parties shall terminate. In the event of said termination, City's agreement provided for in Section 4.B.vii, below, shall survive termination.
- C. Additional Terms and Conditions. The Parties agree to the following additional terms and conditions, which shall survive closing:
- i. Prior to commencing park development, the City shall obtain the approval of the County Board of Commissioners for park development plans. The County shall review the plans for consistency with the Crown-Zellerbach Trail concept and

development.

- ii. The City shall establish a kiosk for the Crown-Zellerbach Trail at the intersection of West Lane and the Crown-Zellerbach Trail.
- iii. The City shall include the County as an equal partner in park branding, signage, brochures, and other promotional materials, and shall where appropriate, note the connection with the Crown-Zellerbach Trail and other Columbia County parks and recreational facilities.
- iv. The City shall maintain the park site.
- v. In the event of future boat moorage development at the park, the City shall provide slip space, including related storage space, for the County at no charge.
- vi. CITY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS 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 AND THE PROPERTY, INCLUDING ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED

5. 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, and shall be delivered to the following:

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

FOR CITY:
Michael Sykes, City Manager
City of Scappoose
33568 E. Columbia Avenue
Scappoose, OR 97056
Phone No: 503-543-7146 ext. 226

- B. Assignment. This Agreement is not assignable by the parties.
- C. Closing. The Parties intend to close the transfer on or before April 15, 2019, with the actual time and date of closing (the "Closing") to be set by County at its sole discretion. The sale shall be "Closed" when the Quitclaim Deed is recorded by the County.
- D. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 5.C, above.

- E. Attorneys' Fees. In the event a suit, action, arbitration or 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 deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Statutory Bargain and Sale Deed; and Exhibit B, Quitclaim Deed.
- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. Time of the Essence. Time is of the essence of this Agreement.
- K. Counterparts. 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. No Merger. The terms and conditions set forth in this Agreement, including, but not limited to those set forth in Sections 2-4, shall survive Closing and shall not merge with the deed.
- N. Closing Date. The Closing Date shall be April 15, 2019.
- O. 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.”

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below,

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have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

CITY OF SCAPPOOSE

By: _____
Michael Sykes, City Manager

Date: _____

Attested

City Recorder

Approved as to form

By: _____
City Attorney

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

Legal Description for Map ID No 3117-000-00400 and Tax Account No. 5318

PARCEL 1: Portions of Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon described as:

That portion of Section 17 as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon; **ALSO**, that portion of Section 17 as described by metes and bounds in Parcels A and B of deed dated January 16, 1947 recorded in Book 91, Page 515, Deed Records of Columbia County, Oregon; **ALSO** that portion of Section 17 as described by metes and bounds in deed dated February 6, 1964 recorded in Book 154, Page 251, Deed Records of Columbia County, Oregon.

Excepting therefrom any portion lying below the high water line of the Willamette Slough and Multnomah Channel.

Also excepting a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Port of St. Helens tract as described in Parcel 1, Instrument No. 97-00606, Clerk's Records, Columbia County, Oregon being Northerly, Easterly and Downstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence

North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

Together with a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Anthony P. Loos, Trustee (or any successor Trustee) of the C. H. Loos Revocable Trust - Credit Shelter By-Pass Fund, under Agreement dated November 7, 1991 tract as described in, Instrument No. 93-11296, Clerk's Records, Columbia County, Oregon lying Southerly, Westerly and Upstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

PARCEL 2: Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon.

EXCEPTING THEREFROM: That portion of the above described tract which falls within the boundaries of the City of Scappoose tract as described in Parcel 1 of Instrument No. 02-08446, Clerk's Records, Columbia County, Oregon

Tax Account No: 3117-000-00400 and 3100-000-00200.

EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

City of Scappoose
c/o City Manager
33568 E. Columbia Avenue
Scappoose, OR 97056

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 the City of Scappoose 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. **3117-000-00400** and Tax Account No. **5318** and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is other consideration received.

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.
- 4) If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
- 5) The City shall be responsible for changing the zoning of the Property from industrial to a zone

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Changes in
Service for Columbia County Rider
Transportation

ORDER NO. 19-2019

WHEREAS, following an extensive public outreach process and in accordance with the Columbia County Rider Fare and Service Change Policy (adopted by Order No. 2-2012), the Board of County Commissioners adopted Order No. 4-2019, which approved certain transit service reductions in response to current and projected budget shortfalls for Columbia County Rider (“CC Rider”); and

WHEREAS, the service reductions included removal of the mid-day run to and from Portland as well as a change the Vernonia service from fixed route to demand response; and

WHEREAS, through the public outreach process, the Board heard abundant testimony objecting to the removal of the Portland mid-day run, and as a result, noted that the mid-day service would receive the highest priority should additional funding allow for it; and

WHEREAS, CC Rider is receiving additional funds – its share of TriMet Special Transportation Improvement Funds (STIF) for 2019 – sooner than anticipated, and staff therefore recommends that the Portland mid-day service be resumed; and

WHEREAS, because the additional funds allow for 1.5 runs into Portland, staff also recommends adding a “half” run to and from Sauvie Island at a reduced fare of \$3, since it is a reduced route; and

WHEREAS, finally, the recent change in service in Vernonia from fixed route to demand response was based on incorrect ridership numbers and has not been efficient; and

WHEREAS, because most of the trips in Vernonia coincide with the fixed route service to Willow Creek, staff recommends that the Vernonia service be changed back to fixed route, with an additional stop in Banks. Service starting and ending at Banks would be at a reduced fare of \$3 since it is a reduced route;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The following changes in CC Rider transit service are hereby adopted and unless otherwise noted below, shall become effective on April 1, 2019:

- a. A weekday, mid-day run to and from Portland shall be resumed.
- b. Service to Sauvie Island at a reduced fare of \$3.00 shall be established.
- c. Line 6 (Vernonia) shall return to fixed-route service, with an additional stop in Banks. Service starting and ending at Banks shall be at a reduced fare of \$3.00.

2. In support of its decision, the Board adopts as findings the above recitals.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
Columbia County
230 Strand Street
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Clatskanie People's Utility District
P.O. Box 216
Clatskanie, OR 97016

UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Clatskanie People's Utility District, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, rephase, replace, extend, upgrade, uncover, repair, operate, maintain and remove electrical and other utility service lines and facilities (hereinafter, "Equipment") over, through, under, across and upon the property described in Exhibit A and depicted in Exhibit B (hereinafter, "Easement Area"). Exhibits A and B attached hereto and incorporated herein by this reference.

TERMS, CONDITIONS, AND COVENANTS

1. This Easement is granted for the purpose of providing an electric charging station at the Rainier Transit Center, located at 207 West B Street, Rainier, Oregon.
2. Subject to the terms and conditions herein, GRANTEE shall have the right to: (1) cut, trim, and control the growth of trees, shrubbery, and other vegetation in the Easement Area to the extent necessary to keep them clear of the Equipment; (2) cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees in the Easement Area that GRANTEE reasonably believes may endanger or interfere with the Equipment and operation thereof; (3) access the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of the Equipment by third parties for electrification or telecommunication purposes.
3. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area. The Easement Area shall remain open to the public unless restricted or closed to public entry by GRANTOR. Should GRANTEE require the Easement Area to be closed to the public, GRANTEE shall obtain GRANTOR's written approval prior to any closure.
4. All Equipment installed in the Easement Area at GRANTEE's expense shall remain the property of GRANTEE at all times. GRANTOR shall be responsible for any damage to the Equipment caused by the negligence or willful misconduct of GRANTOR, its agents or its contractors. GRANTEE shall be liable for any damage to the Easement Area caused by the negligence or willful misconduct of the GRANTEE, its agents or its contractors.

5. Except in the case of emergency, GRANTEE shall provide reasonable notice to GRANTOR prior to installation, repair, maintenance, or removal activities in the Easement Area. Upon completion of such activities, GRANTEE shall, at its sole cost and expense, use commercially reasonable efforts repair any resulting damage to GRANTOR'S improvements and property on the Easement Area.
6. GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all third-party claims, suits, actions, judgments, penalties or fines, including but not limited to attorney's fees, arising out of the negligence or willful misconduct of GRANTEE, its agents, employees, or contractors arising out of its use of the Easement Area. GRANTOR shall indemnify, defend, and hold harmless GRANTEE, its officers, agents, and employees, successors and assigns, from and against all third-party claims, suits, actions, judgments, penalties or fines, including but not limited to attorney's fees, arising out of the negligence or willful misconduct of GRANTOR, its agents, employees, or contractors arising out of its use of the Easement Area.
7. This Utility Easement Agreement shall be interpreted, construed, and enforced in accordance with the law of the State of Oregon, with venue for any action being in the Circuit Court for Columbia County in St. Helens, Oregon.
8. GRANTOR covenants that it will not erect or maintain any structure or improvement in the Easement Area that could, in the estimation of GRANTEE, interfere with the operation or maintenance of GRANTEE'S Equipment, and that GRANTOR is the owner of the above-described lands and has the authority to grant this easement.
9. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between GRANTEE and GRANTOR relative to the Easement Area. This Easement Agreement may be altered and/or revoked only by an instrument in writing signed by both GRANTEE and GRANTOR. GRANTEE and GRANTOR hereby agree that all prior written and oral agreements, understandings and/or practices relative to the easement are superseded by this instrument.

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10. The rights, conditions, and provisions of this Utility Easement Agreement shall run with the land, inure to the benefit of GRANTEE and its successors and assigns, and be binding on GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____,
Henry Heimuller, Chair

Approved as to form

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Henry Heimuller, Margaret Magruder, and Alex Tardif, County Commissioners for Columbia County.

Notary Public for Oregon

ACCEPTED: CLATSKANIE PUD

By: Teresa Gillespie

Name: Teresa Gillespie

Title: Engineering and Operations Coordinator

Date: 3/19/19

EXHIBIT A

A Utility Easement across a portion of Section 16, Township 7 North, Range 2 West, W.M., in the City of Rainier, Columbia County Oregon, being more particularly described as follows:

Beginning at the Northwest corner of that tract of land conveyed to Columbia County per Instrument Number 2006-14613, recorded November 8, 2006, Columbia County records, said corner being marked with a 5/8" iron rod with orange plastic cap marked "SPURLOCK 2370" per County Survey number 6149; thence S17°18'19"W along the West line of said tract a distance of 50.00'; thence S73°37'16"E a distance of 20.00'; thence N17°18'19"E a distance of 40.00' to the South line of an existing utility easement per Instrument Number 2018-08861, recorded October 18, 2018, Columbia County records; thence N73°37'16"W along said easement a distance of 10.05' to the West-Southwest corner thereof; thence N16°22'44"E along said easement a distance of 10.00' to a point on the North line of said County tract; thence along said north line N73°37'16"W a distance of 9.79' to the point of beginning, containing 898.50 sq. ft. more or less.

Note: Bearings for this legal description are based on County Survey No. 6149.

EXHIBIT B

