

# COLUMBIA COUNTY

## Board of Commissioners Office

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

### Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

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Fax (503) 366-7243

[www.co.columbia.or.us](http://www.co.columbia.or.us)

## BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 29, 2019

10:00 a.m. – Room 310

## BOARD MEETING AGENDA

### CALL TO ORDER/FLAG SALUTE

### MINUTES:

05.22.19 Board Meeting

05.22.19 Work Session

### VISITOR COMMENTS – 5 MINUTE LIMIT

Joan Youngberg – Flagship Columbia County Art Project.

### CONSENT AGENDA:

- A. Ratify the Select to Pay for 04.22.19.
- B. Approve offering County employees Columbia Sportswear Discount Program.
- C. Approve Personnel Action for Jan Greenhalgh.
- D. Enterprise Fleet Management Credit Application for Leasing of County Vehicles and authorize Chair to sign.
- E. Power of Attorney to Enterprise Fleet Management for Registration, Licensing and Titling of Motor Vehicles and authorize Chair to sign
- F. Enterprise Fleet Management Open-End (Equity) Lease Rate Quote No. 4168233 for Ford F-250 Truck for Emergency Management and authorize chair to sign.
- G. Columbia County Property Statement of Values for 2019-2020 and authorize the Chair to sign.
- H. Order No. 11-2019, "In the Matter of Conveying Certain Real Property in St. Helens, Oregon, to Paul L. Thayer and Laura R. Thayer, Tax Map ID No. 4N1W04-BC-05500 and Tax Account No. 10355.

- I. Order No. 32-2019, "In the Matter of Reimbursing Public Agencies in Columbia County for the Cost Impacts of the Hoot to Coast Relay".
- J. Order No. 85-2019, "In the Matter of Acquiring from Michael and Nicole Feakin a Storm Drainage Utility Easement near Gable Road and Columbia Boulevard".
- K. Storm Drainage Utility Easement Agreement with Michael & Nicole Feakin.
- L. Order No. 86-2019, "In the Matter of Acquiring from Cessna and Jane Smith a Storm Drainage Utility Easement near Gable Road and Columbia Boulevard".
- M. Storm Drainage Utility Easement Agreement with Cessna & Jane Smith.

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- N. Public Storm Sewer Easement - Columbia County, Grantor, conveys to the City of St. Helens, Grantee, a perpetual non-exclusive storm sewer easement to use an area which is located over the entirety of the property of Grantor, to wit: Tract A, Carson Meadows Phase 1 Subdivision, City of St. Helens, Columbia County, Oregon, Deed Reference: Doc. No. 2014-6859, Tax Acct. No. 10355, Acct. 4N1W04-BC-05500; authorize Chair to sign
- O. Quitclaim Deed in the Matter of Conveying Certain Real Property in St. Helens, Oregon, to Paul L. Thayer and Laura R. Thayer, Tax Map ID No. 4N1W04-BC-05500 and Tax Account No. 10355; authorize Chair to sign.
- P. C55-2019 Purchase and Sales Agreement by and between Columbia County and Patrick John Hart for Tax Map ID No. 3N2W12-DB-0220 and Tax Account No.4067.
- Q. C75-2019 – Site Access Agreement with Soil Solutions for Soil and Groundwater Testing on County Property.

**DISCUSSION ITEMS:**

Todd Wood – Request to surplus Transit vehicles for disposition.

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

- Executive Session under ORS 192.660(2)(e) – Real Property

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property )  
In St. Helens, Oregon, to Paul L. Thayer and ) **ORDER NO. 11-2019**  
Laura R. Thayer, Tax Map ID No. )  
4N1W04-BC-05500 and Tax Account No. 10355 )

WHEREAS, on October 22, 2012, nunc pro tunc October 15, 2012, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in Columbia County v. Bergerson, Barbara D. & Fred, et al., Case No. 12-2579; and

WHEREAS, on October 16, 2014, 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. 4N1W04-BC-05500 and Tax Account No. 10355 (the "Property"), by deed recorded as document number 2014-6859 in the Columbia County deed records; and

WHEREAS, the County offered the Property to adjacent property owners on June 27, 2018; and

WHEREAS, the Property is depicted on Exhibit A hereto; 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 was one of two adjacent property owners to offer to purchase the Property, and was the high bidder, offering \$950.00; and

WHEREAS, Buyer has agreed to maintain the Property subject to a Public Storm Sewer Easement over the Property, in a form attached as Exhibit B hereto; 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 20, 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 in the Purchase and Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Paul L. Thayer and Laura R. Thayer for \$950.00, plus and administrative fee in the amount of \$145.00; and

2. A Public Storm Sewer Easement in a form substantially the same as Exhibit B shall be recorded in the County Clerk records by Columbia County; and

3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit C; and

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

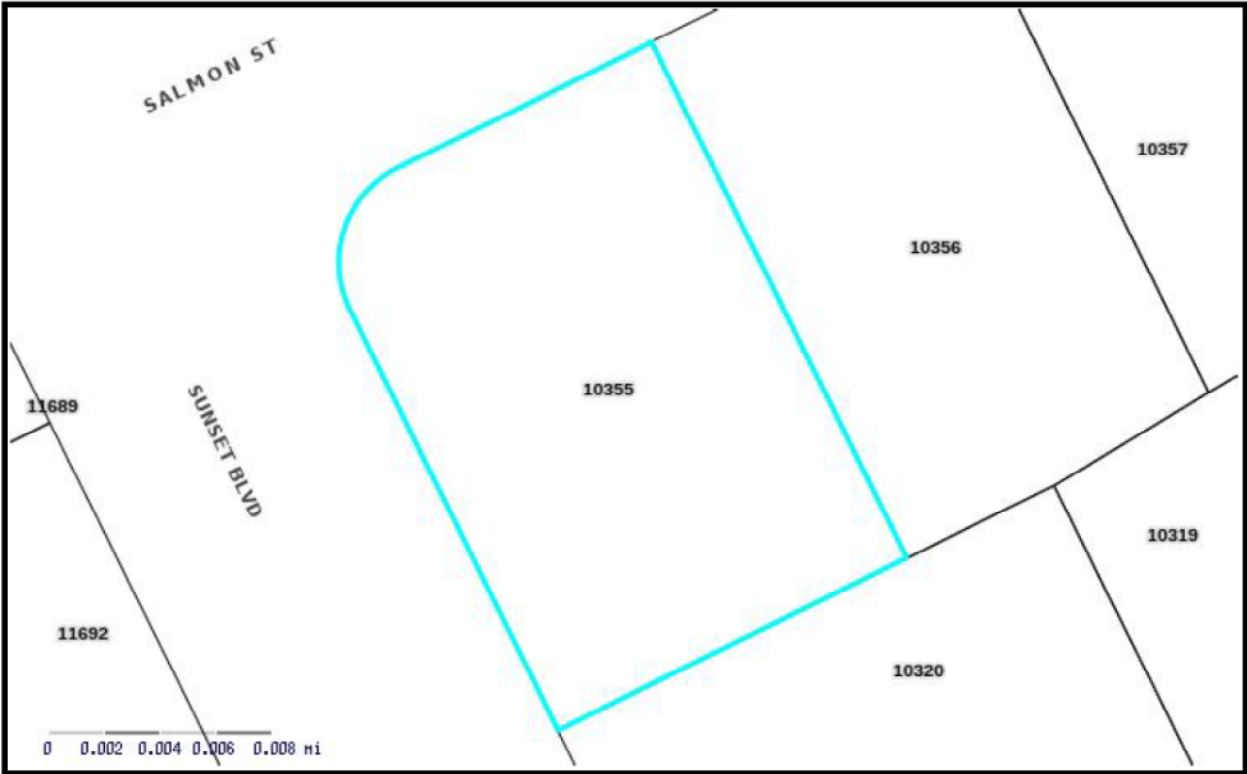
By: \_\_\_\_\_  
Alex Tardif, Commissioner

Approved as to form:

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

EXHIBIT A

# 10355Map



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.

GeoInfo

**AFTER RECORDING RETURN TO:**

City of St. Helens  
PO Box 278  
St. Helens, OR 97051

**GRANTOR:**

Columbia County  
230 Strand Street  
St. Helens, OR 97051

**GRANTEE:**

City of St. Helens  
PO Box 278  
St. Helens, OR 97051

▲ This Space for Recorder’s Use Only ▲

**PUBLIC STORM SEWER EASEMENT**

In consideration of other consideration received, Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as the Grantor, conveys to the City of St. Helens, a municipal corporation, Grantee, a perpetual non-exclusive storm sewer easement to use an area which is located over the entirety of the property of Grantor, to wit:

Tract A, Carson Meadows Phase 1 Subdivision, City of St. Helens, Columbia County, Oregon.

**DEED REFERENCE:** Doc. No. 2014-6859  
Tax Acct. No. 10355  
Acct. 4N1W04-BC-05500

The terms of this easement are as follows:

1. Grantee, its agents, independent contractor, and invitees shall use the easement for installation, maintenance, and repair of storm sewer infrastructure therein.
2. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to grantor arising in any manner out of the Grantee’s use of easement.
3. Grantee has the right of reasonable access to construct, reconstruct, maintain, and repair the storm sewer infrastructure.
4. Grantee, upon construction of the storm sewer system, or upon reconstruction, maintenance, and repair shall return the surface of the property to the condition it was prior to the work.
5. Grantor and those in succession of title reserve the right to use the easement to construct driveways, paving, landscaping, and fill, provided the Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

6. Grantee is requiring this easement prior to sale of this Tract to a private entity to protect storm water function. This Tract’s original purpose was for storm water conveyance and detention and that has not changed. Grantee may amend or extinguish this easement if the storm water infrastructure is relocated to other locations within the Tract or to adjacent public rights-of-way or is otherwise abandoned and replaced such that the Tract is completely separated from any public storm water infrastructure and storm water function meets the specifications of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Approved as to form

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

STATE OF OREGON     )  
                                  )  
County of Columbia    )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on \_\_\_\_ 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

Accepted by:

CITY OF ST. HELENS, OREGON

By: \_\_\_\_\_  
John Walsh, City Administrator

[ACKNOWLEDGMENT ON NEXT PAGE]

STATE OF OREGON     )  
                                  )  
County of Columbia    )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2019, by John Walsh, City Administrator for City of St. Helens, Oregon, on behalf of which the instrument was executed.

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



**AFTER RECORDING, RETURN TO GRANTEE:**

Paul L. Thayer and Laura R. Thayer  
PO Box 642  
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 Paul L. Thayer and Laura R. Thayer, 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. 4N1W04-BC-05500 and Tax Account No. 10355, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$1,095.00.

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. 11-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.



**EXHIBIT A to Quitclaim Deed  
Legal Description for Map ID No 4N1W04-BC-05500 and  
Tax Account No. 10355**

Tract A, Carson Meadows Phase 1, Columbia County, Oregon.

**PURCHASE AND SALE AGREEMENT**

Dated: 5/23/19, 2019

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

**AND Patrick John Hart** (“Buyer”)

Collectively, the “Parties.”

RECITALS

WHEREAS, on January 3, 2014, *nunc pro tunc* October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building, LLC, et al.*, Case No. 13-CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Scappoose, Oregon, having Tax Map ID No. 3N2W12-DB-0220 and Tax Account No. 4067 (the “Property”), by deed recorded as document number 2015-008939 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 17, 2016, with a minimum bid of \$75,427.00, 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 \$39,000.00, an amount exceeding the 15% minimum bid; and

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

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

**AGREEMENT**

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

1. **Purchase Price.** The total purchase price shall be \$39,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. **Agreement and Purchase Deposit Delivery.** On or before April 12, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$3,914.50, 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.

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 May 8, 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:

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

FOR BUYER:

Patrick John Hart  
52448 SE 2<sup>nd</sup> Street  
Scappoose, OR 97056  
Phone: 503-396-2224

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.

"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:**



Patrick John Hart

Date: 5/23/19

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

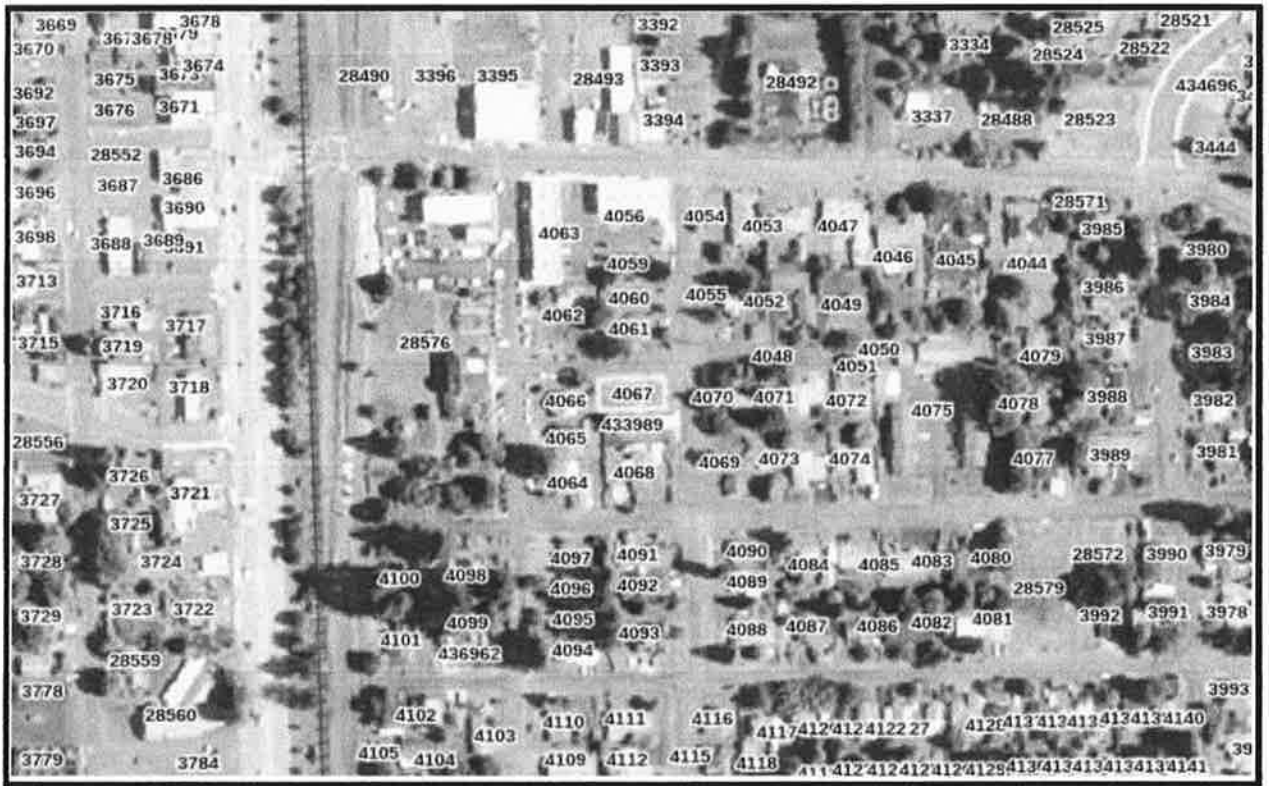
Date: \_\_\_\_\_

Approved as to form:

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

EXHIBIT A  
Tax Account No. 4067  
Map

Map



Columbia County

GeoSource

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."

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

Patrick John Hart  
52448 SE 2<sup>nd</sup> Street  
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 Patrick John Hart, 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. 3N2W12-DB-0220 and Tax Account No. 4067, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$39,145.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 22-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.



**EXHIBIT A**  
**Legal Description for Map ID No 3N2W12-DB-0220 and**  
**Tax Account No. 4067**

Lot 1, Block 2, Greenwood Addition to the City of Scappoose, in the City of Scappoose,  
Columbia County, Oregon.

SITE ACCESS AGREEMENT  
BETWEEN COLUMBIA COUNTY AND SOIL SOLUTIONS FOR  
SOIL AND GROUNDWATER TESTING ON COUNTY PROPERTY

This Site Access Agreement (“Agreement”) is by and between Columbia County, (“Owner” or the “County”) and Soil Solutions Environmental Services (“Consultant”) for soil and groundwater testing on County property. In consideration for the mutual benefits and covenants stated herein, the parties hereby agree to the following:

1. EFFECTIVE DATE. This Agreement shall be effective on the last date signed by the parties, below, and shall expire on June 28, 2019, unless sooner terminated as set forth in Section 4, below.
2. ACCESS GRANTED. The County hereby grants to Consultant permission to enter upon and perform environmental investigation activities at the Courthouse Plaza and Rose Garden, located at The Strand, St. Helens, Oregon, 97051 (“Premises”), subject to the terms and conditions set forth herein, for the purpose of determining whether contamination has occurred on the Premises as a result of a leaking heating oil tank on the neighboring property at 50 Plaza Square.
3. TERMS AND CONDITIONS. The following terms and conditions shall apply to this Agreement:
  - a. Consultant shall be permitted to collect soil and groundwater samples as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Consultant shall obtain approval from the Columbia County General Services Director on the final location of the borings prior to commencement of activities on the Premises.
  - b. Consultant will give notice to the County at least one (1) week in advance of commencing activities on the Premises.
  - c. Consultant shall supply to County all information derived from its activities on the Premises for the County to use for any purpose at its sole discretion.
  - d. The Premises shall remain open to the public at all times unless otherwise allowed by the County, and Consultant shall take all reasonable precautions to ensure that its activities do not endanger public safety.
  - e. Upon completion of Consultant’s site investigation activities, Consultant shall restore the Premises to substantially the same or better condition as prior to the commencement of such activities. If the Premises are not restored to the County’s satisfaction within thirty (30) days following the completion of Consultant’s activities, the County may restore the Premises and recover costs from Consultant.
  - g. The County shall not be responsible for the safekeeping of Consultant’s equipment. Consultant agrees to hold the County, its officers, agents, and employees harmless from any loss or damage to Consultant’s equipment arising out of the activities on the Premises.
  - h. Consultant agrees to indemnify, defend, save and hold harmless the County, its officers, agents or employees, from any and all claims, suits or actions of any nature, including constitutional claims, claims of injury to any person or persons or of damage to property



caused directly or indirectly by reason of error, negligence, or wrongful act by Consultant, its officers, agents or employees arising out of the performance of this Agreement. This indemnity shall survive termination or expiration of this Agreement, and does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

- i. Consultant shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Consultant shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Consultant agrees to notify County immediately upon notification to Consultant that any insurance coverage required by this paragraph will be canceled, not renewed, or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
  - j. Consultant shall comply with all rules, regulations and requirements of the County with regard to the use of the premises pursuant to this Agreement.
4. TERMINATION. This Agreement may be terminated by either party upon 24 hours notice. Upon termination, Consultant must immediately remove its equipment from the premises and return the premises to substantially the same condition as prior to commencement of Consultant's activities.
5. REPRESENTATIVES. Any notice required to be given under this agreement shall be given to the following representatives:
- | FOR COUNTY  | FOR CONSULTANT  |
|---|---|
| Casey Garrett, General Services Director<br>Columbia County<br>230 Strand St.<br>St. Helens, Oregon 97051<br>503-397-7213 | Nick Thornton, Senior Project Manager<br>Soil Solutions Environmental Services<br>3540 SE 28 <sup>th</sup> Ave.<br>Portland, Oregon 97202<br>503-234-2118 |
7. ENTIRE AGREEMENT. This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.
8. SEVERABILITY. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.
9. AMENDMENT. This Agreement may only be amended by a writing signed by the County and Consultant.
10. NO WAIVER. Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not constitute a continuing waiver.
11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the

benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

CONSULTANT

By:  \_\_\_\_\_

Date: 5/9/19 \_\_\_\_\_

Approved as to form

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

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

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



EXHIBIT A

3540 SE 28th Avenue Portland, Oregon 97202

Oregon 503.234.2118  
Washington 360.750.0611  
Fax 503.331.7133

[www.soilsolutionsenvironmental.com](http://www.soilsolutionsenvironmental.com)

March 31<sup>st</sup>, 2014

Columbia County  
c/o Casey Garrett  
230 Strand St  
St. Helens, OR 97051

**Re: Environmental Investigation at 50 Plaza Square**

Dear Casey,

Soil Solutions has been retained to complete an environmental investigation pertaining to a heating oil tank release to the environment at the commercial property located at 50 Plaza Square, St Helens, Oregon. To meet Oregon DEQ requirements Soil Solutions will be performing a site investigation around the leaking heating oil tank. Soil Solutions is requesting permission from Columbia County to advance a minimum of four to a maximum of nine borings on county property for the purpose of collecting soil and groundwater samples that will be utilized to delineate the extent of petroleum contamination related to the heating oil tank release.

The borings will be advanced on both the Plaza Square Park located immediately south of the subject site and the adjacent rose garden located immediately east of the project site. Proposed locations of the borings are detailed in the attached site plan. The borings will be advanced using track-mounted geoprobe drill unit. Following the completion of the investigation, Soil Solutions will abandon the borings with compacted bentonite (clay) and top soil with grass seed. The borings are approximately 4-inches in diameter and will be advanced to an estimated depth of 5- to 15-feet below surface grade. Boring clearance will be performed by a professional private utility locator to avoid damage to underground utilities and a one-call utility locate will be ordered for both properties.



3540 SE 28th Avenue Portland, Oregon 97202

Oregon 503.234.2118  
Washington 360.750.0611  
Fax 503.331.7133

To allow Soil Solutions permission to complete the above-described work, please sign and return the attached agreement. If you have any questions about our property access request, please contact me at your convenience. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Thornton', with a long horizontal flourish extending to the right.

Nick Thornton

Senior Project Manager

Soil Solutions Environmental Services Inc.



3540 SE 28th Avenue Portland, Oregon 97202

Oregon 503.234.2118  
Washington 360.750.0611  
Fax 503.331.7133

[www.soilsolutionsenvironmental.com](http://www.soilsolutionsenvironmental.com)

## Soil & Groundwater Sample Agreement

April 26, 2019

Property Owner: Columbia County  
Site address: 50 Plaza Square  
St Helens, OR 97051

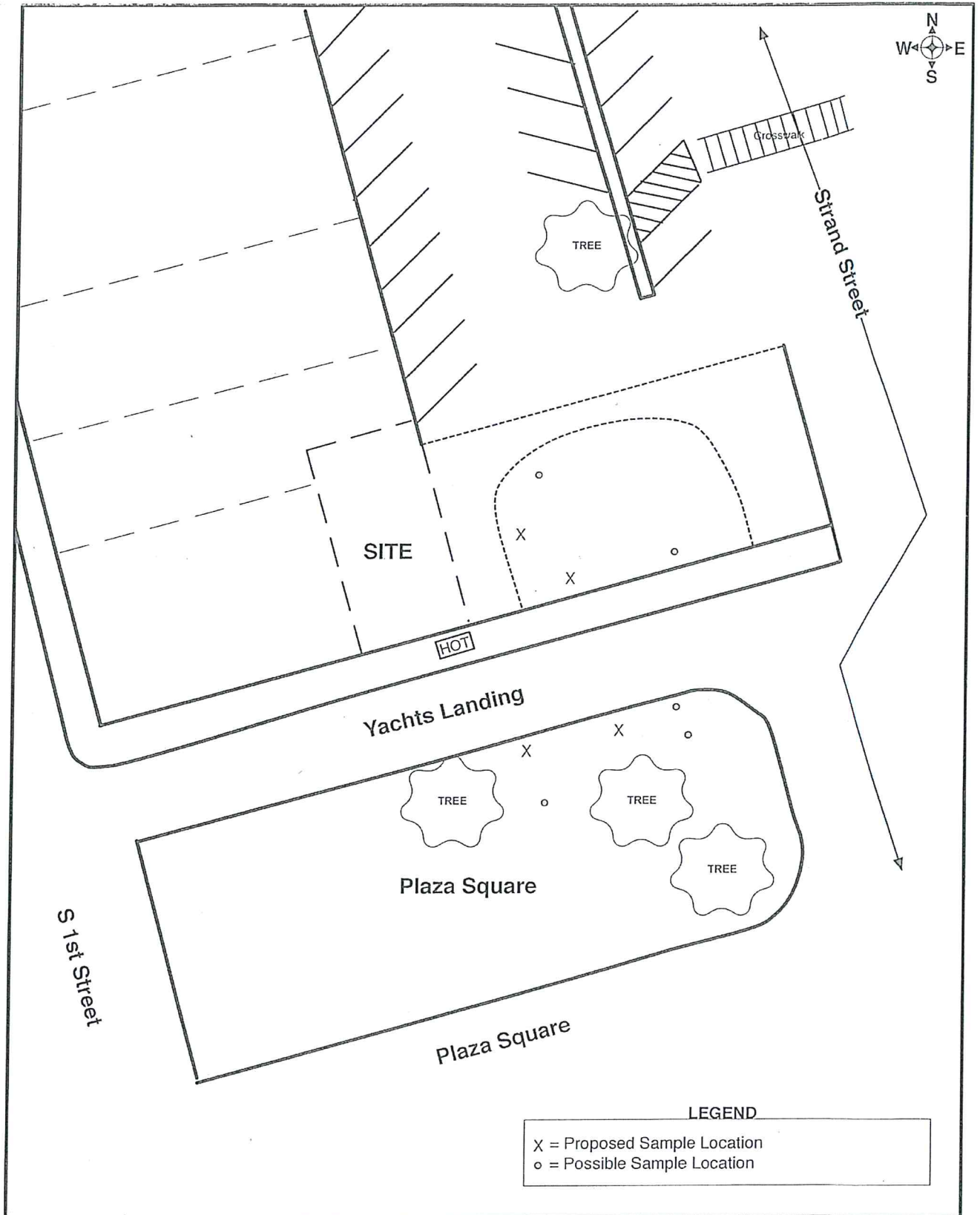
This agreement is to inform the owner of the intentions of Soil Solutions. Soil Solutions will collect soil and groundwater samples in the vicinity of the underground heating oil storage tank located at 50 Plaza Square. We will need to sample in the Plaza Square Park located directly south of the subject site as well as the rose garden located immediately east of the subject site to determine if groundwater on your property has been impacted by the confirmed release at 50 Plaza Square. Samples will be submitted to an independent laboratory for analysis. The analysis will determine the presence or absence of petroleum product. Upon request, we will notify you in writing of the results.

Soil Solutions will furnish all materials and labor required to complete the soil sample collection.

The above specifications and conditions are satisfactory and are hereby accepted. Soil Solutions is authorized to do the work as specified.

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

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



<b>Soil Solutions Environmental Services, Inc.</b>	Site Map with Sample Locations 50 Plaza Square St Helens, OR 97051	PROJECT:
		DATE:
		SCALE: 1" = 30'

Please complete all applicable items.

Company Name Columbia County, Oregon ("Credit Applicant") DBA Name \_\_\_\_\_ Year Business Started \_\_\_\_\_  
 Street Address 230 Strand St City St. Helens State OR Zip 97051  
 E-mail lavena.sullivan@columbiacountyor.gov Phone # 503-397-7210 X8428 Fax # 503-397-7251  
 Ownership:  LLC  Partnership  Sole Proprietorship  C-Corp  S-Corp  Non-Profit  
 Type of Business Local Government Duns Number 094299625  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

**FLEET MANAGER CONTACT INFORMATION**

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

**FINANCIAL INFORMATION**

Are your books prepared by an outside Accountant?  Yes  No **Finance Director prepares financials, Clark Nuber audits financials.**  
 Accounting/CPA Firm Auditor - Clark Nuber CPA Email Address TRector@clarknuber.com Phone # 425-990-7603  
 Has Credit Applicant, or any principal involved in Credit Applicant, ever filed for protection under bankruptcy laws?  Yes  No  
 If yes, please explain: \_\_\_\_\_

**ENCLOSING WITH APPLICATION**

Three years of Financial Statements (with footnotes)  Audited  Opined  Internal  
 Published Annual Reports  Yes  No  
 Income Tax Returns (3 years)  Yes  No  
 Other Items Included: Financial statements online at www.columbiacountyor.gov  
 Federal ID Number: 93-6002288  
 Fiscal Year End (Month): June 30

**CURRENT VEHICLE SUPPLIER**

Purchasing  Leasing  Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
<b>Varies - purchased or leased</b>				
<b>on State Contracts</b>				
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

**INSURANCE**

Company CIS Trust Agent Brown & Brown NW Policy # COLC-I2018-00 Exp. Date 06/30/2019  
 Street Address PO Box 4288 City Portland State OR Zip 97208-4288  
 Phone # 503-763-3800 Fax # 503-763-3967

REDACTED

LESSEE INFORMATION

Company Name \_\_\_\_\_ SSN / FEIN \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone# \_\_\_\_\_ Fax# \_\_\_\_\_  
Email Address \_\_\_\_\_

BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_  
ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\***

REDACTED

REDACTED

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.



**AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)**

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Columbia County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

**THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS**

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

**California Disclosure** – The Credit Applicant, if married, may apply for a separate account.

**Ohio Disclosure** - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Rhode Island Resident** - A credit report may be requested in connection with this application for credit.

**Vermont Resident** - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

**Prepared For:** County of Columbia

**Date** 02/01/2019  
**AE/AM** RA3

**Unit #**

**Year** 2019 **Make** Ford **Model** F-250  
**Series** XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

**Vehicle Order Type** Ordered **Term** 60 **State** OR **Customer#** 560848

\$ 33,733.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 162.35 *	Sales Tax 0.5000% <u>State</u> <u>OR</u>
\$ 261.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Medium Earth Gray w/Cloth 40/Mini-Conso
<b>Lic. Plate Type</b>	Unknown
<b>GVWR</b>	0

<b>\$ 33,933.00</b>	<b>Total Capitalized Amount (Delivered Price)</b>
\$ 458.10	Depreciation Reserve @ 1.3500%
<b>\$ 136.81</b>	<b>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup></b>

**\$ 594.91 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible <u>0 / 0</u>
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge <u>\$ 0.00</u> Per Mile
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Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included
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**\$ 0.00 Additional Services SubTotal**

\$ 0.00	Use Tax <u>0.0000%</u>	<b>State</b>
---------	------------------------	--------------

**\$ 594.91 Total Monthly Rental Including Additional Services**

\$ 6,447.00	Reduced Book Value at <u>60</u> Months
-------------	--

\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 10,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** County of Columbia

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

---

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 250.00
<b>Total Other Charges Capitalized</b>		\$ 200.00
<b>Other Charges Total</b>		\$ 450.00



**VEHICLE INFORMATION:**

2019 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US  
Series ID: W2B

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 37,567.00	\$ 39,545.00
Total Options	\$ 2,371.00	\$ 2,605.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
<b>Total Price</b>	<b>\$ 41,533.00</b>	<b>\$ 43,745.00</b>

**SELECTED COLOR:**

Exterior: Z1 - (0 P) Oxford White  
Interior: 4S - (0 I) Medium Earth Gray w/Cloth 40/Mini-Console/40 Front Seat (Fleet)

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
160WB	160" Wheelbase	STD	STD
4	Cloth 40/Mini-Console/40 Front Seat (Fleet)	\$ 559.00	\$ 615.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
4S_01	(0 I) Medium Earth Gray w/Cloth 40/Mini-Console/40 Front Seat (Fleet)	NC	NC
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
85S	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Floor Console: partial floor console with box  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: covered dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Speakers: 8 speakers  
1st Row LCD: 1 1st row LCD monitor  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Underhood Light: underhood light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock

Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: cloth front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

## FLEET MANAGEMENT

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM  Customer \_\_\_\_\_

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Columbia County, Oregon

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

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: 

By: Alex Peby

Title: Director

Address: 20400 SW Teton Ave  
Tualatin, OR 97062

Date Signed: 5/20, 2019

Initials: EFM  Customer \_\_\_\_\_

**FLEET MANAGEMENT****AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of May, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of May, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Columbia County, Oregon ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 14 of the Master Equity Lease Agreement is amended to include the following paragraphs:

Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement."

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within five (5) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Section 15 of the Master Equity Lease Agreement is amended to include the following paragraph:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Oregon (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.


 **enterprise**  
**FLEET MANAGEMENT**

\_\_\_\_\_  
Columbia County, Oregon (Lessee)

By \_\_\_\_\_

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

  
\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By Alex Roby \_\_\_\_\_

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


Date Signed: 5/20, 19 \_\_\_\_\_

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

**WITNESSETH**

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: Columbia County, Oregon

EFM: Enterprise Fleet Management, Inc.

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

Signature: 

By: \_\_\_\_\_

By: Alex Roby

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

Title: Director

Address: \_\_\_\_\_

Address: 20400 SW Techn Ave

Tualatin, OR 97062

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Date Signed: 5/20, 19

Initials: EFM  Customer \_\_\_\_\_

**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

**WITNESSETH:**

**1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

**4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

**5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

**7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

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8. FEES: EFM will charge the Company for the service under this Agreement \$ 7.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Columbia County, Oregon

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

By: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

EFM: Enterprise Fleet Management, Inc.

Signature: 

By: Alex Reby

Title: Director

Address: 20400 SW Tech Ave  
Tualatin, OR 97062

Date Signed: 5/20, 19

Initials: EFM  Customer \_\_\_\_\_

## CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into by and between **Enterprise Fleet Management, Inc** (hereinafter referred to as "Enterprise") and **[Columbia County, Oregon]** (hereinafter referred to as "CUSTOMER") on this **[Enter Date Here]** (hereinafter referred to as the "Execution Date").

### RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles wholesale; and
- B. The CUSTOMER is in the business of **Municipality**
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Charge/ Disposal Fee") plus towing and de-identification at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said

payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Acquiring from Michael and  
Nicole Feakin a Storm Drainage Utility  
Easement near Gable Road and Columbia  
Boulevard

ORDER NO. 85-2019

WHEREAS, a severe winter storm in February 2019 caused major damage to the culvert at the intersection of Gable Road and Columbia Boulevard, necessitating the closure of Gable Road and the immediate replacement of the culvert; and

WHEREAS, to replace the damaged culvert and provide for its future maintenance, the County must acquire property from Michael and Nicole Feakin under the authority of ORS 35.605 for a storm drainage utility easement; and

WHEREAS, pursuant to ORS 35.610, before the right to acquire such property under ORS 35.605 is exercised, the Board of County Commissioners shall describe the land to be purchased, acquired, entered upon or appropriated, and shall determine that the appropriation of such land is reasonably necessary to protect the full use and enjoyment by the public of the road, street or highway; and

WHEREAS, the easement is described in the Storm Drainage Utility Easement Agreement, attached hereto as Exhibit 1; and

WHEREAS, the easement is necessary to replace the damaged culvert and ensure that the culvert is maintained in order to protect the full use and enjoyment by the public of Gable Road, which is a major arterial; and

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

1. The above recitals are adopted as findings in support of this order.
2. Columbia County accepts the Storm Drainage Utility Easement from Michael and Nicole Feakin as described in Exhibit 1, which is attached hereto and incorporated herein by this reference, and authorizes the Chair to sign.
3. The Board finds that the acquisition of the above easement is necessary to protect the public's full use and enjoyment of the road and shall increase the public's safety when using the road.

///  
///  
///

4. The easement described in Exhibit 1 shall be recorded in the deed records of the Columbia County Clerk without costs.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**GRANTOR:**

MICHAEL D. AND NICOLE N. FEAKIN  
38985 Firlok Park Blvd.  
St. Helens OR 97051

**AFTER RECORDING RETURN TO:**

**GRANTEE:**

COLUMBIA COUNTY  
230 STRAND  
ST. HELENS, OR 97051

**STORM DRAINAGE UTILITY EASEMENT AGREEMENT**

THIS STORM DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into by and between MICHAEL D. AND NICOLE N. FEAKIN, hereinafter referred to as "Grantor," and COLUMBIA COUNTY, a Political Subdivision of the State of Oregon, referred to "Grantee".

**1. AFFECTED PARTY:**

Grantor is currently the owner of the following described real property ("Grantor's Property") located in Columbia County, Oregon:

Beginning at a point which is South 0°49' West a distance of 1607.80 feet and North 88°50' East a distance of 1435.00 feet from the Northwest corner of the John McNulty Donation Land Claim in Sections 7 and 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 88°50' East a distance of 217.90 feet; thence South 0°33' West a distance of 120.23 feet; thence North 89°27' West a distance of 217.80 feet; thence North 0°33' East a distance of 113.70 feet to the point of beginning. EXCEPTING therefrom any portion included within the boundaries of the Gable County Road. ALSO EXCEPT the East 5 feet as conveyed to Columbia County by deed recorded January 24, 1962, in Book 148, page 32, Deed Records of Columbia County, Oregon.

**2. GRANT OF EASEMENT:**

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Storm Drainage Utility Easement ("Easement") for a portion of Grantor's Property as described on EXHIBIT A and depicted on EXHIBIT B, both of which are incorporated herein.

**3. STATEMENT OF PURPOSE:**

The Easement shall be for storm drainage utilities and for unrestricted ingress and egress to Grantor's Property for the purpose of installing, repairing, testing, maintaining, and replacing the utilities.

**4. TYPE OF EASEMENT:**

The Easement shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, maintain, operate and access the storm drain lines, drainage utilities, and all

related facilities within the Easement. Easement shall remain unobstructed and shall be free of permanent structures. Prohibited uses shall consist of, but are not limited to, buildings, structures, or excavation. Grantor shall not permit any other utilities to be located in the Easement without the written consent of Grantee. The Easement shall perpetually encumber Grantor's Property.

**5. MAINTENANCE:**

Grantee shall be responsible for the maintenance of storm drainage equipment and facilities located within the Easement. Grantor shall be responsible for landscape and surface maintenance within the Easement. Grantee's use of the Easement shall not unreasonably interfere with Grantor's use of its property.

**6. INDEMNIFICATION:**

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the storm drainage utilities, or arising out of the Grantee's use of the Easement, unless caused by Grantor's negligent or willful conductor or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 5 above.

**7. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

**8. BINDING EFFECT ON SUCCESSOR INTERESTS:**

The terms, conditions and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**9. ATTORNEYS' FEES:**


In case suit or action is instituted in connection with this Agreement, each party shall be responsible for its own attorneys' fees.

DATED this 14 day of March, 2019.

**GRANTOR:**

  
\_\_\_\_\_

Michael D. Feakin

  
\_\_\_\_\_

Nicole N. Feakin

Approved as to form

By: \_\_\_\_\_

Office of County Counsel

**GRANTEE:**

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_

Henry Heimuller, Chair







## EXHIBIT A

Columbia County  
March 1, 2019

File No. 2  
Tax Map 040108BB  
Tax Lot 800

### PARCEL 1 (PERMANENT DRAINAGE EASEMENT)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Michael D. Feakin and Nicole N. Feakin, as tenants by the entirety in that Warranty Deed, recorded August 6, 2008 as Document Number 2008-007854, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

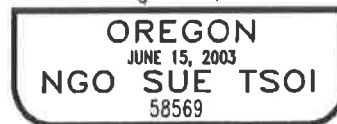
Beginning at a point on the west line of said property, which bears South 00° 33' 34" West 3.02 feet from the intersection of the south right-of-way line of Gable Road (County Road No. 40) and said west property line; thence along the arc of a 24,005.35 foot radius curve to the left, the radial center of which bears North 02° 48' 41" West, through a central angle of 00° 06' 59", an arc distance of 48.72 feet (the long chord of which bears North 87° 07' 49" East 48.72 feet); thence South 02° 55' 36" East 37.58 feet; thence South 87° 13' 34" West 51.00 feet to said west property line; thence along said west property line North 00° 33' 34" East 37.56 feet to the point of beginning.

The parcel of land to which this description applies contains 1,871 square feet, more or less.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

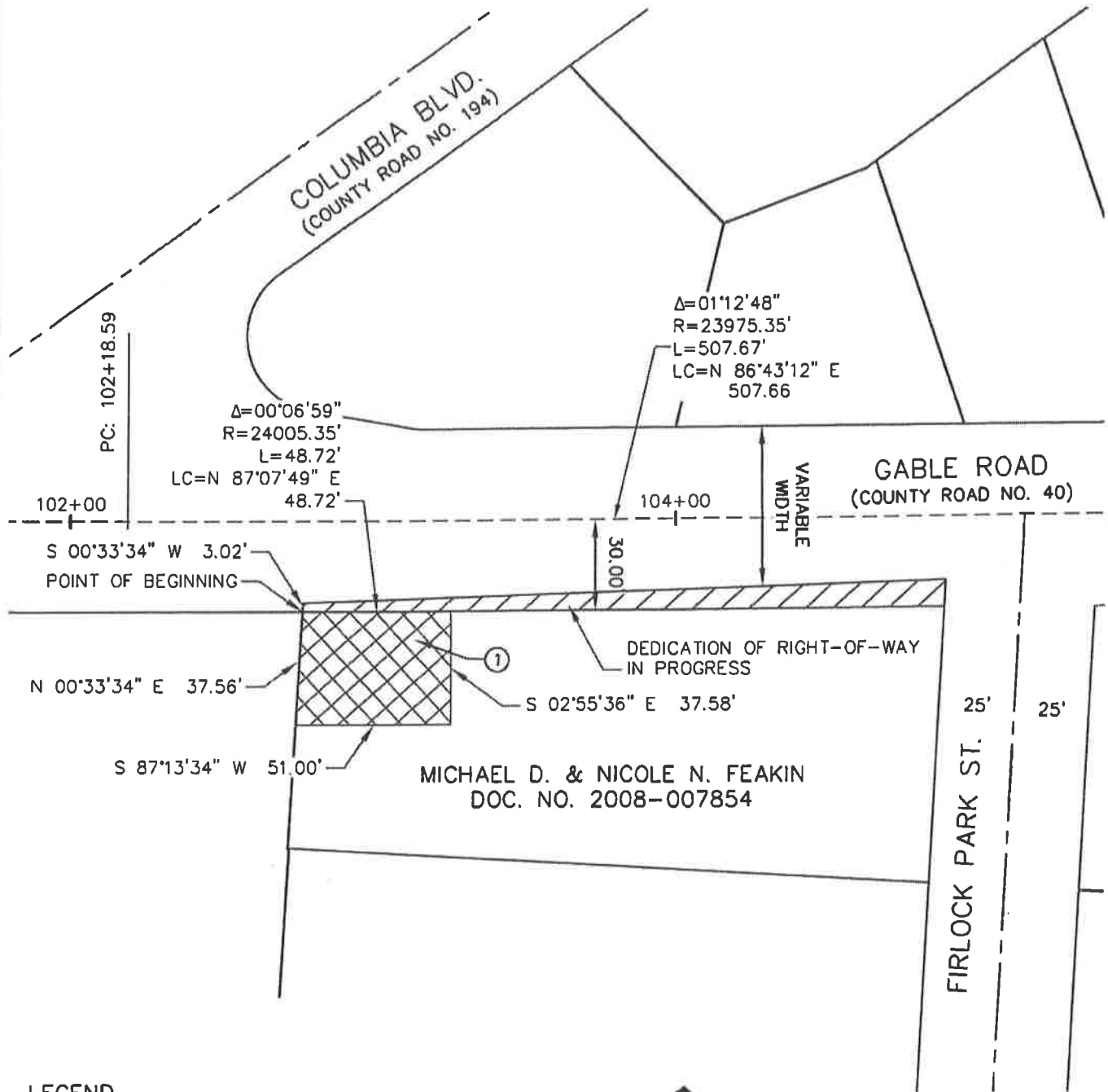


*NGO S. TSOI*



RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



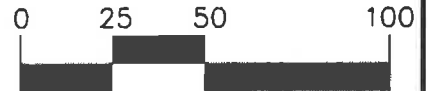
**LEGEND**



① PERMANENT DRAINAGE EASEMENT  
1,871 SQ. FT. (0.043 ACRES)



--- CONSTRUCTION CENTERLINE



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1

FILE 2

OF

DWG. REF.

PROJECT

SCALE

AMENDMENT NO.

SV-EM-02-CMCD0004\_2CMCD0000-0004

1" = 50'

0

DRAWN BY

DESIGN BY

APPROVED BY

DATE

TAS

TXI

NST

03/01/2019

1

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Acquiring from Cessna and  
Jane Smith a Storm Drainage Utility  
Easement near Gable Road and Columbia  
Boulevard

ORDER NO. 86-2019

WHEREAS, a severe winter storm in February 2019 caused major damage to the culvert at the intersection of Gable Road and Columbia Boulevard, necessitating the closure of Gable Road and the immediate replacement of the culvert; and

WHEREAS, to replace the damaged culvert and provide for its future maintenance, the County must acquire property from Cessna and Jane Smith under the authority of ORS 35.605 for a storm drainage utility easement; and

WHEREAS, pursuant to ORS 35.610, before the right to acquire such property under ORS 35.605 is exercised, the Board of County Commissioners shall describe the land to be purchased, acquired, entered upon or appropriated, and shall determine that the appropriation of such land is reasonably necessary to protect the full use and enjoyment by the public of the road, street or highway; and

WHEREAS, the easement is described in the Storm Drainage Utility Easement Agreement, attached hereto as Exhibit 1; and

WHEREAS, the easement is necessary to replace the damaged culvert and ensure that the culvert is maintained in order to protect the full use and enjoyment by the public of Gable Road, which is a major arterial; and

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

1. The above recitals are adopted as findings in support of this order.
2. Columbia County accepts the Storm Drainage Utility Easement from Cessna and Jane Smith as described in Exhibit 1, which is attached hereto and incorporated herein by this reference, and authorizes the Chair to sign.
3. The Board finds that the acquisition of the above easement is necessary to protect the public's full use and enjoyment of the road and shall increase the public's safety when using the road.

///  
///  
///

4. The easement described in Exhibit 1 shall be recorded in the deed records of the Columbia County Clerk without costs.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Approved as to form

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

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

**GRANTOR:**

MICHAEL D. AND NICOLE N. FEAKIN  
38985 Firlok Park Blvd.  
St. Helens OR 97051

**AFTER RECORDING RETURN TO:**

**GRANTEE:**

COLUMBIA COUNTY  
230 STRAND  
ST. HELENS, OR 97051

**STORM DRAINAGE UTILITY EASEMENT AGREEMENT**

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The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the storm drainage utilities, or arising out of the Grantee's use of the Easement, unless caused by Grantor's negligent or willful conductor or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 5 above.

**7. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

**8. BINDING EFFECT ON SUCCESSOR INTERESTS:**

The terms, conditions and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**9. ATTORNEYS' FEES:**

In case suit or action is instituted in connection with this Agreement, each party shall be responsible for its own attorneys' fees.

DATED this 14 day of March, 2019.

**GRANTOR:**

  
\_\_\_\_\_

Michael D. Feakin

  
\_\_\_\_\_

Nicole N. Feakin

Approved as to form

By: \_\_\_\_\_

Office of County Counsel

**GRANTEE:**

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_

Henry Heimuller, Chair







## EXHIBIT A

Columbia County  
March 1, 2019

File No. 2  
Tax Map 040108BB  
Tax Lot 800

### PARCEL 1 (PERMANENT DRAINAGE EASEMENT)

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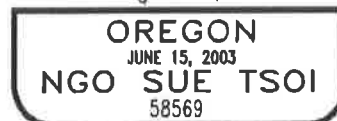
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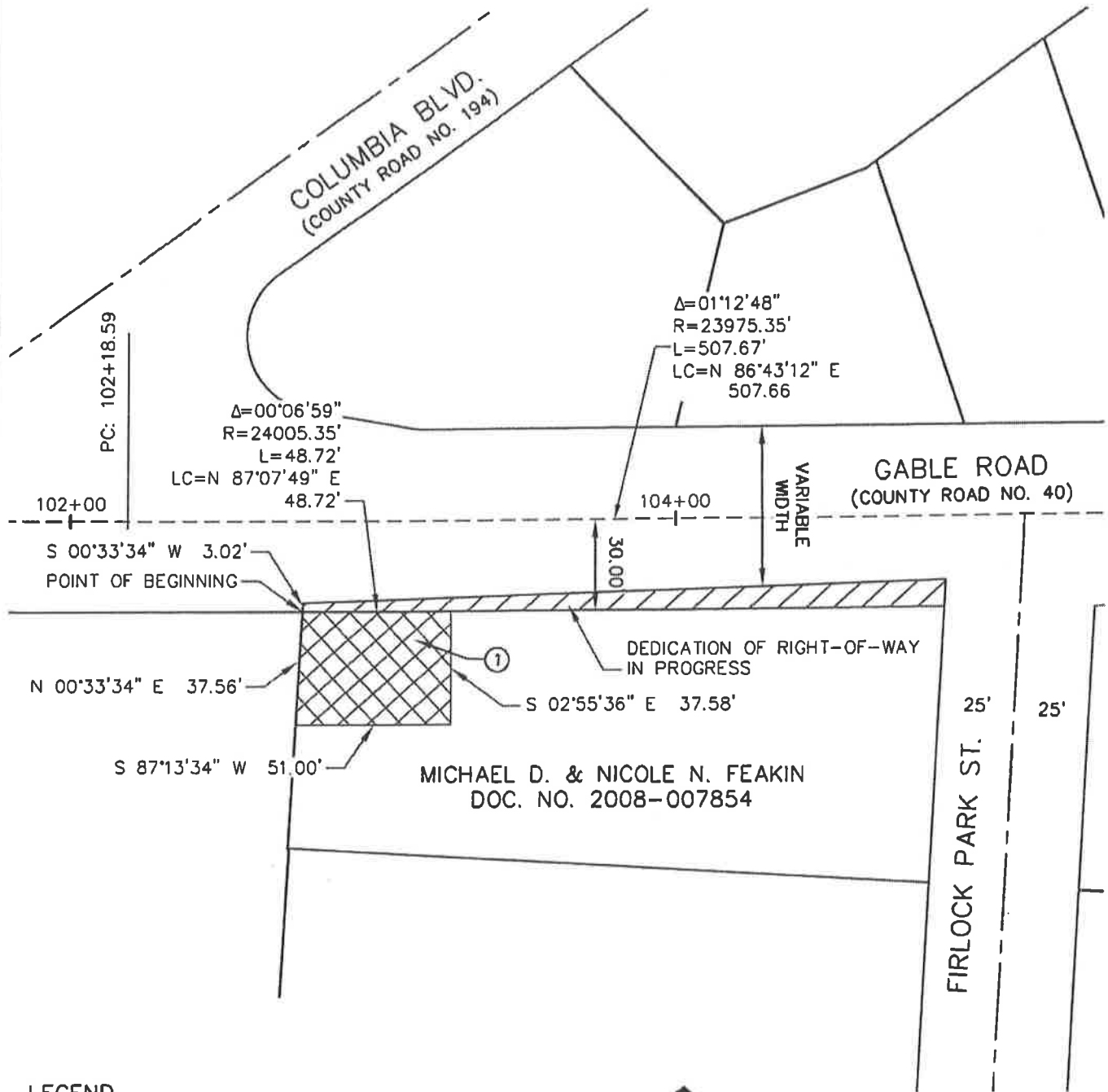


*NGO S. TSOI*





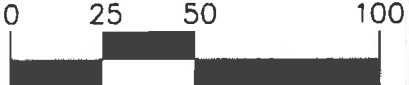
RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

-  ① PERMANENT DRAINAGE EASEMENT  
1,871 SQ. FT. (0.043 ACRES)
-  CONSTRUCTION CENTERLINE



**DAVID EVANS AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

**PROJECT** EXHIBIT B  
**TITLE** GABLE ROAD  
FILE 2

**SHEET**  
1  
OF  
1

<b>DWG. REF.</b> SV-EM-02-CMCD0004_2CMCD0000-0004	<b>PROJECT</b> 2CMCD0000-0004	<b>SCALE</b> 1" = 50'	<b>AMENDMENT NO.</b> 0
<b>DRAWN BY</b> TAS	<b>DESIGN BY</b> TXI	<b>APPROVED BY</b> NST	<b>DATE</b> 03/01/2019

# COLUMBIA COUNTY

## Board of Commissioners Office

### Commissioners

Margaret Magruder  
Henry Heimuller  
Alex Tardif

### Administration

Jan Greenhalgh  
Jacyn Normine



ST. HELENS, OR 97051


230 Strand St., Room 338  
Direct (503) 397-4322  
Fax (503) 366-7243  
www.co.columbia.or.us

## POWER OF ATTORNEY

TO WHOM IT MAY CONCERN:

This Power of Attorney shall authorize Mark Quadro, a representative of Enterprise Fleet Management, Inc. whose signature(s) appear below, to act as agent and attorney-in-fact for **Columbia County, Oregon** in all matters pertaining to registration, licensing and titling of motor vehicles owned by or leased to **Columbia County, Oregon** by Enterprise FM Trust dba Enterprise Fleet Management, Inc.

This Power of Attorney is limited to the foregoing and does not authorize the mortgaging, pledging or placing of liens or encumbrances on any motor vehicle owned by or leased to **Columbia County, Oregon** by Enterprise FM Trust dba Enterprise Fleet Management, Inc.

Specimen Signature  P/A  
\_\_\_\_\_ P/A

### Columbia County, Oregon

BY: \_\_\_\_\_  
(Signature)

State of:

County of:

Subscribed and Sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**COLUMBIA COUNTY - PROPERTY STATEMENT OF VALUES FOR 2019-2020 TERM**

**LIABILITY ONLY LOCATIONS**

GL Property	Address	City	Zip Code	Square Feet
DWELLING	1181 JUNIPER ST	VERNONIA	97064	1,061
DWELLING	10226 RIDGE VIEW TER	BIRKENFIELD	97016	1,152
DWELLING	642 WEED AVE	VERNONIA	97064	1,070
DWELLING	742 HWY 47	CLATSKANIE	97016	1,438
DWELLING	1201 HEATHER LN	VERNONIA	97064	1,559
DWELLING	56695 OLD PORTLAND RD	WARREN	97053	1,581
DWELLING	1010 STATE AVE	VERNONIA	97064	1,520
GARAGE	62411 NEHALEM HWY N	VERNONIA	97064	300

**PROPERTY/LIABILITY LOCATIONS:**

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
001.01	OLD COURTHOUSE (W/PIO VALUE)	230 STRAND ST	HRV	GRV	GRV	16680	\$5,254,200	\$1,287,104	\$85,280	\$6,626,584
001.02	COURTHOUSE ANNEX	230 STRAND ST	GRV	GRV	N/A	44133	\$13,478,010	\$4,041,464	\$0	\$17,519,474
001.03	STORAGE CONTAINER	230 STRAND ST	N/A	RV	N/A	160	\$0	\$10,928	\$0	\$10,928
002.01	CORRECTIONAL FACILITY (W/PIO VALUE)	901 PORT AVE	GRV	GRV	GRV	58550	\$23,526,405	\$1,821,040	\$141,544	\$25,488,989
002.02	EVIDENCE SHED	901 PORT AVE	GRV	GRV	N/A	5000	\$405,510	\$164,528	\$0	\$570,038
002.03	MEN'S TRANSITIONAL HOUSE	901 PORT AVE	GRV	GRV	N/A	1968	\$344,295	\$32,656	\$0	\$376,951
002.04	WOMEN'S TRANSITIONAL HOUSE (W/PIO VALUE)	901 PORT AVE	GRV	GRV	GRV	1584	\$277,095	\$29,572	\$832	\$307,499
002.06	PERSONAL PROPERTY & EVIDENCE OF OTHERS IN FENCED AREA	901 PORT AVE	N/A	ACV	N/A	3000	\$0	\$155,578	\$0	\$155,578
002.08	WORK CREW STORAGE SHED	901 PORT AVE	RV	RV	N/A	320	\$28,698	\$17,055	\$0	\$45,753
003.01	ROAD DEPT BUILDING (W/PIO VALUE)	1054 OREGON ST	GRV	GRV	GRV	4800	\$831,705	\$470,278	\$20,592	\$1,322,575
003.02	CARPOOL BUILDING	1004 OREGON ST	GRV	GRV	N/A	5096	\$268,380	\$157,617	\$0	\$425,997

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
003.03	OFFICE/GARAGE	1004 OREGON ST	GRV	GRV	N/A	8340	\$836,745	\$508,274	\$0	\$1,345,019
003.04	LUBE BUILDING	1004 OREGON ST	GRV	GRV	N/A	960	\$109,512	\$73,358	\$0	\$182,870
003.06	EAST VEHICLE STORAGE #1	1004 OREGON ST	ACV	N/A	N/A	3076	\$78,678	\$0	\$0	\$78,678
003.07	ROAD DEPT BUILDING (IRBY)	1004 OREGON ST	GRV	GRV	N/A	3280	\$156,461	\$71,448	\$0	\$227,909
003.08	EAST VEHICLE STORAGE #2	1004 OREGON ST	GRV	GRV	N/A	2400	\$96,196	\$38,203	\$0	\$134,399
003.09	STORAGE CONTAINER	1054 OREGON ST	RV	RV	N/A	160	\$34,204	\$10,928	\$0	\$45,132
005.01	FARMER'S MUSEUM	58892 SAULSER RD	GRV	N/A	N/A	4512	\$149,803	\$0	\$0	\$149,803
005.02	FLORAL BUILDING	58892 SAULSER RD	GRV	N/A	N/A	1500	\$84,426	\$0	\$0	\$84,426
005.03	PAVILION W/STORAGE (EVENT CENTER)	58892 SAULSER RD	GRV	GRV	N/A	12058	\$1,001,700	\$112,584	\$0	\$1,114,284
005.04	FAIRGROUNDS MAIN OFFICE/MAINTENANCE	58892 SAULSER RD	GRV	GRV	N/A	3760	\$305,970	\$154,544	\$0	\$460,514
005.05	FAIRGROUNDS RESTROOMS	58892 SAULSER RD	GRV	GRV	N/A	576	\$134,421	\$2,342	\$0	\$136,763
005.06	COVERED EATING AREA	58892 SAULSER RD	GRV	GRV	N/A	1296	\$69,743	\$28,112	\$0	\$97,855
005.07	COVERED EATING AREA/BEER GARDEN	58892 SAULSER RD	GRV	GRV	N/A	1920	\$74,638	\$42,168	\$0	\$116,806
005.08	GOAT BARN POLE BUILDING	58892 SAULSER RD	GRV	GRV	N/A	5472	\$222,926	\$118,303	\$0	\$341,229
005.09	AGRI-GRANGE	58892 SAULSER RD	RV	GRV	N/A	4110	\$210,000	\$89,026	\$0	\$299,026
005.10	SHEEP BARN	58892 SAULSER RD	GRV	GRV	N/A	5885	\$239,800	\$130,014	\$0	\$369,814
005.11	POULTRY/RABBIT BARN	58892 SAULSER RD	GRV	GRV	N/A	7597	\$302,715	\$127,466	\$0	\$430,181
005.12	SWINE BARN	58892 SAULSER RD	GRV	GRV	N/A	1800	\$73,414	\$39,825	\$0	\$113,239
005.13	DAIRY BARN	58892 SAULSER RD	GRV	GRV	N/A	5940	\$254,035	\$130,014	\$0	\$384,049
005.14	BEEF BARN	58892 SAULSER RD	GRV	GRV	N/A	5940	\$254,035	\$130,014	\$0	\$384,049
005.15	4-H BUILDING	58892 SAULSER RD	GRV	GRV	N/A	4292	\$409,920	\$90,724	\$0	\$500,644
005.16	HORSE BARN #5	58892 SAULSER RD	GRV	GRV	N/A	5992	\$244,048	\$130,014	\$0	\$374,062
005.17	HORSE BARN #6	58892 SAULSER RD	GRV	GRV	N/A	5992	\$244,048	\$130,014	\$0	\$374,062
005.18	HORSE BARN #7/TIE STALLS	58892 SAULSER RD	GRV	GRV	N/A	2940	\$131,781	\$65,593	\$0	\$197,374
005.19	RODEO ANNOUNCER STAND W/RESTROOMS & SNACK BAR	58892 SAULSER RD	RV	GRV	N/A	448	\$109,848	\$6,536	\$0	\$116,384
005.20	GAZEBO	58892 SAULSER RD	N/A	N/A	RV		\$0	\$0	\$10,879	\$10,879
005.21	STAGE	58892 SAULSER RD	RV	N/A	N/A	192	\$14,148	\$0	\$0	\$14,148
005.23	OLIVE WOOD GAZEBO	58892 SAULSER RD	N/A	N/A	RV		\$0	\$0	\$10,879	\$10,879
005.25	FUEL STORAGE SHED	58892 SAULSER RD	RV	RV	N/A	120	\$2,660	\$1,482	\$0	\$4,142
005.27	MUSEUM FARM EQUIPMENT SHED EAST	58892 SAULSER RD	RV	RV	N/A	432	\$6,118	\$5,857	\$0	\$11,975

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005.28	MUSEUM FARM EQUIPMENT SHED WEST	58892 SAULSER RD	RV	RV	N/A	432	\$6,118	\$5,857	\$0	\$11,975			
005.91	LAND IMPROVEMENTS - PER 11/30/17 APPRAISAL	58892 SAULSER RD	N/A	N/A	GRV	0	\$0	\$0	\$886,080	\$886,080			
006.01	TRANSFER STATION (W/PIO VALUE)	1601 RAILROAD AVE	GRV	GRV	GRV	15784	\$1,475,565	\$345,655	\$93,600	\$1,914,820			
006.02	TRUCK MAINTENANCE/WASH	1601 RAILROAD AVE	GRV	GRV	N/A	3168	\$383,670	\$182,312	\$0	\$565,982			
006.03	HAZARDOUS WASTE BUILDING	1601 RAILROAD AVE	GRV	GRV	N/A	1950	\$167,941	\$61,511	\$0	\$229,452			
006.04	SCALE HOUSE	1601 RAILROAD AVE	GRV	GRV	N/A	316	\$83,203	\$7,028	\$0	\$90,231			
006.91	SCALE - 40'	1601 RAILROAD AVE	N/A	N/A	GRV	400	\$0	\$0	\$70,291	\$70,291			
006.92	SCALE - 70'	1601 RAILROAD AVE	N/A	N/A	GRV	700	\$0	\$0	\$84,834	\$84,834			
007.01	VERNONIA MUSEUM (W/MUSEUM COLLECTION CONTENTS)	511 E BRIDGE ST	FRV	ACV	N/A	6032	\$1,168,230	\$424,424	\$0	\$1,592,654			
008.01	SCAPPOOSE SHOP	32275 SCAPPOOSE-VERNONIA HWY	ACV	GRV	N/A	2788	\$137,085	\$11,779	\$0	\$148,864			
008.02	EQUIPMENT SHED	WICKSTROM DR/SCAPPOOSE VERNONIA HWY	GRV	GRV	N/A	1054	\$50,166	\$2,907	\$0	\$53,073			
009.01	VERNONIA SHOP	1625 N WASHINGTON AVE	GRV	GRV	N/A	2706	\$283,290	\$155,792	\$0	\$439,082			
010.01	RAINER SHOP (W/PIO VALUE)	30526 BROWNLEE RD	GRV	GRV	GRV	4664	\$382,620	\$191,776	\$16,328	\$590,724			
010.02	EQUIPMENT STORAGE	30527 BROWNLEE RD	GRV	GRV	N/A	2220	\$138,898	\$35,360	\$0	\$174,258			
011.01	CLATSKAMIE SHOP	17666 BEAVER FALLS RD	GRV	GRV	N/A	3313	\$311,850	\$136,240	\$0	\$448,090			
012.02	RESTROOMS (W/PIO VALUE)	34038 N HONEYMAN RD	GRV	GRV	GRV	540	\$124,894	\$3,365	\$48,436	\$176,695			
012.03	EQUIPMENT SHED	34038 N HONEYMAN RD	RV	RV	N/A	216	\$15,723	\$6,732	\$0	\$22,455			
013.02	SHOP BUILDING	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	640	\$45,272	\$4,901	\$0	\$50,173			
013.03	RESTROOM	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	350	\$99,109	\$3,267	\$0	\$102,376			
013.04	PICNIC SHELTER	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	1008	\$52,613	\$0	\$0	\$52,613			
013.05	ENTRANCE GATE	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	N/A	N/A	RV	0	\$0	\$0	\$4,610	\$4,610			
013.06	ENTRANCE SIGN	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	N/A	N/A	RV	0	\$0	\$0	\$7,008	\$7,008			
013.08	WELL HOUSE	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	RV	RV	N/A	100	\$3,164	\$7,842	\$0	\$11,006			

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014.01	OFFICE	75503 LARSON RD- HUDSON-PARCHER PARK	GRV	GRV	N/A	GRV	GRV	N/A	340	\$35,483	\$6,056	\$0	\$41,539			
014.02	HUDSON PARK MOBILE HOME	75503 LARSON RD- HUDSON-PARCHER PARK	GRV	N/A	N/A	N/A	N/A	N/A	840	\$63,625	\$0	\$0	\$63,625			
014.03	MAIN RESTROOM	75503 LARSON RD	GRV	GRV	N/A	GRV	GRV	N/A	536	\$130,174	\$3,365	\$0	\$133,539			
014.04	BALL PARK RESTROOM	75503 LARSON RD- HUDSON-PARCHER PARK	GRV	N/A	N/A	N/A	N/A	N/A	308	\$86,873	\$0	\$0	\$86,873			
014.05	MAINTENANCE BUILDING	75503 LARSON RD- HUDSON-PARCHER PARK	GRV	GRV	N/A	GRV	GRV	N/A	1152	\$88,097	\$17,570	\$0	\$105,667			
014.06	EQUIPMENT BUILDING	75503 LARSON RD- HUDSON-PARCHER PARK	GRV	GRV	N/A	GRV	GRV	N/A	1280	\$69,743	\$19,913	\$0	\$89,656			
014.07	CABIN	75503 LARSON RD	GRV	GRV	N/A	GRV	GRV	N/A	1050	\$154,740	\$15,224	\$0	\$169,964			
014.08	WOOD SHED	75503 LARSON RD- HUDSON-PARCHER PARK	RV	RV	N/A	RV	RV	N/A	144	\$6,901	\$1,683	\$0	\$8,584			
014.09	PICNIC SHELTER	75503 LARSON RD- HUDSON-PARCHER PARK	RV	N/A	N/A	N/A	N/A	N/A	540	\$9,971	\$0	\$0	\$9,971			
014.10	FUEL STORAGE BUILDING	75503 LARSON RD- HUDSON-PARCHER PARK	RV	RV	N/A	RV	RV	N/A	64	\$2,492	\$2,187	\$0	\$4,679			
014.11	PUMP HOUSE	75503 LARSON RD- HUDSON-PARCHER PARK	RV	RV	N/A	RV	RV	N/A	64	\$3,259	\$5,048	\$0	\$8,307			
014.12	PICNIC SHELTER	75503 LARSON RD- HUDSON-PARCHER PARK	RV	N/A	N/A	N/A	N/A	N/A	540	\$9,395	\$0	\$0	\$9,395			
014.13	GARAGE	75503 LARSON RD- HUDSON-PARCHER PARK	RV	RV	N/A	RV	RV	N/A	760	\$5,797	\$1,453	\$0	\$7,250			
014.91	LAND IMPROVEMENTS - PER 12/31/12 APPRAISAL	75503 LARSON RD - HUDSON-PARCHER PARK	N/A	N/A	GRV	N/A	N/A	GRV	0	\$0	\$0	\$181,236	\$181,236			
014.92	WOOD CAR BRIDGE - 320 SF; WOOD FOOTBRIDGES - (3) @ 400 SF & (1) 48 SF	75503 LARSON RD - HUDSON-PARCHER PARK	N/A	N/A	RV	N/A	N/A	RV	0	\$0	\$0	\$93,801	\$93,801			
015.02	CANOPY	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A	N/A	N/A	N/A	1680	\$10,000	\$0	\$0	\$10,000			
015.03	CABIN K-1 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	GRV	GRV	N/A	224	\$34,260	\$0	\$0	\$34,260			
015.04	CABIN K-2 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	GRV	GRV	N/A	224	\$34,260	\$0	\$0	\$34,260			

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015.05	CABIN K-3 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV		N/A			224	\$34,260	\$0	\$0	\$34,260	
015.06	BURNHAM LODGE (W/PIO VALUE)	65866 APIARY RD	GRV	GRV	GRV			3017	\$336,315	\$78,084	\$14,872	\$429,271	
015.07	EQUIPMENT SHED	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A			625	\$39,154	\$11,779	\$0	\$50,933	
015.08	RESTROOMS	65866 APIARY RD	GRV	GRV	N/A			924	\$212,135	\$14,053	\$0	\$226,188	
015.09	AHLBORN HALL	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A			864	\$68,520	\$17,570	\$0	\$86,090	
015.10	4-HORSE CORRAL #2	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV			560	\$0	\$0	\$12,483	\$12,483	
015.11	4-HORSE CORRAL #3	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV			560	\$0	\$0	\$12,483	\$12,483	
015.12	PUMP HOUSE & EQUIPMENT	65866 APIARY RD- CAMP WILKERSON	RV	RV	N/A			80	\$2,877	\$6,395	\$0	\$9,272	
015.13	FIRE TRUCK SHED	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A			600	\$12,510	\$0	\$0	\$12,510	
015.14	ENTRANCE SIGN	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV			0	\$0	\$0	\$3,745	\$3,745	
015.15	CARETAKER STORAGE SHED	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A			96	\$4,410	\$0	\$0	\$4,410	
015.16	GARAGE	65866 APIARY RD- CAMP WILKERSON	RV	RV	N/A			336	\$10,171	\$1,683	\$0	\$11,854	
015.17	RESTROOM	65866 APIARY RD	GRV	N/A	N/A			704	\$223,125	\$0	\$0	\$223,125	
015.91	CAMP SHELTERS (25) (W/PIO VALUE)	65866 APIARY RD	GRV	N/A	GRV			6375	\$243,933	\$0	\$13,644	\$257,577	
015.92	PAVILION #1	65866 APIARY RD- CAMP WILKERSON	GRV	N/A	N/A			256	\$248,384	\$0	\$0	\$248,384	
015.93	PAVILION #2	65866 APIARY RD- CAMP WILKERSON	GRV	N/A	N/A			400	\$92,991	\$0	\$0	\$92,991	
015.94	PICNIC SHELTERS (6)	65866 APIARY RD- CAMP WILKERSON	GRV	N/A	N/A			1800	\$92,991	\$0	\$0	\$92,991	
016.02	MOBILE HOME CANOPY & DECK	64555 NEHALEM HWY N- BIG EDDY PARK	GRV	GRV	N/A			1200	\$56,284	\$15,144	\$0	\$71,428	
016.03	SHOP	64555 NEHALEM HWY N- BIG EDDY PARK	GRV	GRV	N/A			900	\$56,284	\$26,940	\$0	\$83,224	



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016.04	RESTROOMS (W/PIO VALUE)	64555 NEHALEM HWY N	GRV	GRV	GRV	898	\$195,720	\$3,513	\$47,299	\$246,332
016.05	WELL HOUSE & EQUIPMENT	64555 NEHALEM HWY N- BIG EDDY PARK	RV	RV	N/A	100	\$1,918	\$6,056	\$0	\$7,974
016.06	MOBILE HOME	64555 NEHALEM HWY N- BIG EDDY PARK	RV	RV	N/A	910	\$97,970	\$3,445	\$0	\$101,415
017.01	BEAVER BOAT RAMP RESTROOM	HWY 30/HWY 47	GRV	GRV	N/A	240	\$72,190	\$3,365	\$0	\$75,555
017.02	DOCK - 720 SF (W/PIO VALUE)	HWY 30/HWY 47	RV	N/A	RV	0	\$80,354	\$0	\$22,698	\$103,052
018.01	EAST RESTROOM	RM 8.0 MULTNOMAH CHANNEL- JJ COLLINS MARINE PARK	GRV	GRV	N/A	159	\$74,638	\$1,683	\$0	\$76,321
018.02	PARK SHELTER	RM 8.0 MULTNOMAH CHANNEL- JJ COLLINS MARINE PARK	GRV	GRV	N/A	576	\$41,601	\$11,713	\$0	\$53,314
018.03	WEST RESTROOM	RM 8.0 MULTNOMAH CHANNEL- JJ COLLINS MARINE PARK	GRV	GRV	N/A	159	\$85,650	\$1,453	\$0	\$87,103
019.01	GILBERT RIVER BOAT RAMP RESTROOM	NW REEDER RD/NW SAUVIE ISLAND RD	GRV	GRV	N/A	84	\$35,483	\$1,482	\$0	\$36,965
019.03	DOCK/BOAT RAMP - 1600 SF	NW REEDER RD/NW SAUVIE ISLAND RD	ACV	N/A	N/A	0	\$223,959	\$0	\$0	\$223,959
021.01	OLD JOHNSON OIL BUILDING	280 E HWY 30	ACV	N/A	N/A	1092	\$127,251	\$0	\$0	\$127,251
022.01	MEISSNER RADIO REPEATER BUILDING	MEISSNER RD		RV	N/A	100	\$0	\$23,426	\$0	\$23,426
023.01	VERNONIA JUSTICE OF THE PEACE	622 BRIDGE ST	N/A	RV	N/A	1200	\$0	\$20,771	\$0	\$20,771
024.01	CLATSKAMIE JUSTICE OF THE PEACE	555 BRYANT ST		RV	N/A	2400	\$0	\$2,297	\$0	\$2,297
025.01	LAW LIBRARY/CIVIL SERVICE	270 S 1ST ST	N/A	RV	N/A	1360	\$0	\$540,946	\$0	\$540,946
027.01	SCAPONIA PARK WELL HOUSE	SCAPOOSE-VERNONIA HWY- SCAPONIA PARK	RV	RV	N/A	100	\$4,410	\$6,395	\$0	\$10,805
027.02	RESTROOM	SCAPOOSE-VERNONIA HWY- SCAPONIA PARK	RV	RV	N/A	160	\$19,960	\$0	\$0	\$19,960
038.01	CC RIDER TRANSIT CENTER (W/PIO VALUE)	1155 DEER ISLAND RD	GRV	GRV	GRV	2458	\$496,545	\$101,088	\$76,232	\$673,865
038.02	MAINTENANCE FACILITY	1155 DEER ISLAND RD	GRV	GRV	N/A	3780	\$364,035	\$155,376	\$0	\$519,411

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039.01	MOBILE OFFICE TRAILER (SHOOTING RANGE)	63344 COLUMBIA RIVER HWY	RV	RV	N/A	720	\$40,981	\$5,742	\$0	\$46,723
042.01	COON ISLAND - EAST DOCK - 4990 SF	MULTNOMAH CHANNEL - JJ COLLINS MARINE PARK	RV	N/A	N/A	0	\$567,000	\$0	\$0	\$567,000
042.02	COON ISLAND - WEST DOCK - 2496 SF	MULTNOMAH CHANNEL - JJ COLLINS MARINE PARK	ACV	N/A	N/A	0	\$208,182	\$0	\$0	\$208,182
044.01	POLE BUILDING	67865 NEHALEM HWY N - NEHALEM RIVER PARK	RV	N/A	N/A	1000	\$22,958	\$0	\$0	\$22,958
048.01	FLOATING BOATHOUSE (SPACE #15A)	124 N 2ND ST	RV	ACV	N/A	2088	\$124,845	\$28,080	\$0	\$152,925
049.01	EOC BUILDING	58595 MCNUITY WAY	GRV	GRV	N/A	1792	\$269,535	\$187,200	\$0	\$456,735
050.01	POLICE STATION - CLATSKANIE (W/PIO VALUE)	195 SE 2ND ST	GRV	GRV	GRV	1716	\$270,690	\$100,048	\$11,648	\$382,386
051.01	RAINIER TRANSIT CENTER/PARK & RIDE	200 W B ST	RV	RV	N/A	1077	\$300,000	\$5,700	\$0	\$305,700
							\$61,400,991	\$13,465,337	\$1,971,334	\$76,837,662

**SIGNATURE**

**ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

INSURED'S SIGNATURE

TITLE

DATE

**AFTER RECORDING, RETURN TO GRANTEE:**

Paul L. Thayer and Laura R. Thayer  
PO Box 642  
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 Paul L. Thayer and Laura R. Thayer, 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. 4N1W04-BC-05500 and Tax Account No. 10355, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$1,095.00.

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. 11-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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

**EXHBIT A to Quitclaim Deed  
Legal Description for Map ID No 4N1W04-BC-05500 and  
Tax Account No. 10355**

Tract A, Carson Meadows Phase 1, Columbia County, Oregon.

GRANTOR:

CESSNA R. & JANE L. SMITH  
56215 Hazen Road  
Warren, OR 97053

**AFTER RECORDING RETURN TO:**

GRANTEE:  
COLUMBIA COUNTY  
230 STRAND  
ST. HELENS, OR 97051

### **STORM DRAINAGE UTILITY EASEMENT AGREEMENT**

THIS STORM DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into by and between CESSNA R. AND JANE L. SMITH, hereinafter referred to as "Grantor," and COLUMBIA COUNTY, a Political Subdivision of the State of Oregon, referred to as "Grantee".

**1. AFFECTED PARTY:**

Grantor is currently the owner of the real property as described in Document No.96-09265 recorded in the Columbia County Clerk's records, hereinafter referred to as ("Grantor's Property") located in Columbia County, Oregon:

**2. GRANT OF EASEMENT:**

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Storm Drainage Utility Easement ("Easement") for a portion of Grantor's Property as described on EXHIBIT A and depicted on EXHIBIT B, both of which are incorporated herein.

**3. STATEMENT OF PURPOSE:**

The Easement shall be for storm drainage utilities and for unrestricted ingress and egress to Grantor's Property for the purpose of installing, repairing, testing, maintaining, and replacing the utilities.

**4. TYPE OF EASEMENT:**

The Easement shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, maintain, operate and access the storm drain lines, drainage utilities, and all related facilities within the Easement. Easement shall remain unobstructed and shall be free of permanent structures. Prohibited uses shall consist of, but are not limited to, buildings, structures, or excavation. Grantor shall not permit any other utilities to be located in the Easement without the written consent of Grantee. The Easement shall perpetually encumber Grantor's Property.

**5. MAINTENANCE:**

Grantee shall be responsible for the maintenance of storm drainage equipment and facilities located within the Easement. Grantor shall be responsible for landscape and surface

maintenance within the Easement. Grantee's use of the Easement shall not unreasonably interfere with Grantor's use of its property.

**6. INDEMNIFICATION:**

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the storm drainage utilities, or arising out of the Grantee's use of the Easement, unless caused by Grantor's negligent or willful conductor or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 5 above.

**7. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

**8. BINDING EFFECT ON SUCCESSOR INTERESTS:**

The terms, conditions and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**9. ATTORNEYS' FEES:**

In case suit or action is instituted in connection with this Agreement, each party shall be responsible for its own attorneys' fees.

DATED this 28 day of March, 2019.

**GRANTOR:**  
Cessna R. Smith  
 Cessna R. Smith

**GRANTEE:**  
 BOARD OF COUNTY COMMISSIONERS  
 FOR COLUMBIA COUNTY, OREGON

Jane L. Smith  
 Jane L. Smith

By: \_\_\_\_\_  
 Henry Heimuller, Chair

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

STATE OF Oregon )  
 ) ss.  
 County of Columbia )

This instrument was acknowledged before me this 28th day of March, 2019, by Cessna R. and Jane L. Smith, Grantor, on behalf of which the instrument was executed.

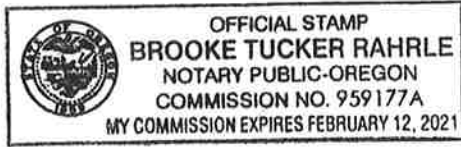


J. Stenberg  
 Notary Public for the State of Oregon  
 My Commission Expires: 3/29/22

STATE OF Oregon )  
 ) ss.  
County of Columbia )

This instrument was acknowledged before me this 9<sup>th</sup> day of April, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, Grantor, on behalf of which the instrument was executed.

Brooke Tucker Rahrle  
Notary Public for the State of Oregon  
My Commission Expires: 02-12-2021







## EXHIBIT A

Columbia County  
March 11, 2019

File No. 24  
Tax Map 040105CC  
Tax Lot 2402

### PARCEL 1 (PERMANENT DRAINAGE EASEMENT)

A parcel of land situate in the southwest one-quarter of Section 5, northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Cessna R. Smith and Jane L. Smith in that Warranty Deed-Statutory Form, recorded September 4, 1996 as Document Number 96-09265, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

Beginning at a point on the north right-of-way line of Gable Road (County Road No. 40), which bears North  $86^{\circ} 51' 02''$  West 50.54 feet from the southeast corner of Parcel 2, Partition Plat No. 2002-31, Columbia County Clerk's Office; thence along said north right-of-way line North  $86^{\circ} 51' 02''$  West 34.58 feet; thence North  $82^{\circ} 44' 01''$  West 36.57 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the right, through a central angle of  $134^{\circ} 24' 13''$ , an arc distance of 58.64 feet (the long chord of which bears North  $15^{\circ} 31' 54''$  West 46.09 feet) to the southeasterly right-of-way line of Columbia Boulevard (County Road No. 194); thence leaving said southeasterly right-of-way line South  $40^{\circ} 42' 17''$  East 33.60 feet; thence North  $86^{\circ} 50' 34''$  East 59.95 feet; thence South  $03^{\circ} 08' 58''$  East 25.00 feet to the point of beginning.

The parcel of land to which this description applies contains 2,386 square feet, more or less.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

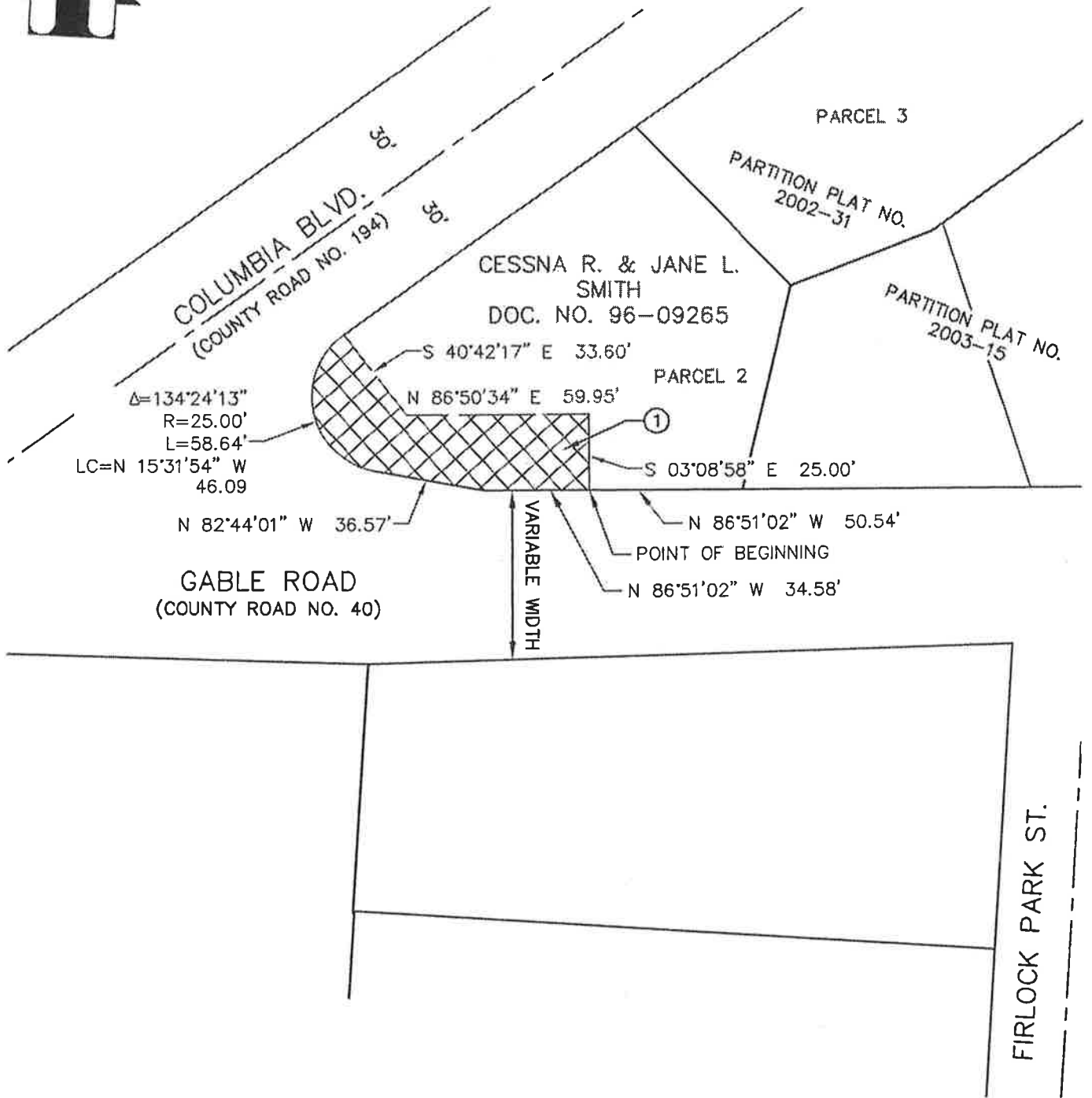
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ng Sue Tsoi*

OREGON  
JUNE 15, 2003  
NGO SUE TSOI  
58569

RENEWS: 6/30/20

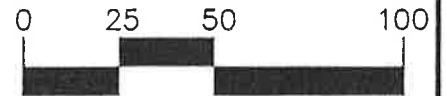
SW 1/4 OF SECTION 5 & NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**



① PERMANENT DRAINAGE EASEMENT  
2,386 SQ. FT. (0.055 ACRES)



**DAVID EVANS AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1

FILE 24

OF

DWG. REF.

SV-EM-24-CMCD0004

PROJECT

CMCD0000-0004

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

SCW

DATE

03/11/2019

1

GRANTOR:

MICHAEL D. AND NICOLE N. FEAJIN  
38985 Firllok Park Blvd.  
St. Helens OR 97051

**AFTER RECORDING RETURN TO:**

GRANTEE:

COLUMBIA COUNTY  
230 STRAND  
ST. HELENS, OR 97051

### **STORM DRAINAGE UTILITY EASEMENT AGREEMENT**

THIS STORM DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into by and between MICHAEL D. AND NICOLE N. FEAJIN, hereinafter referred to as "Grantor," and COLUMBIA COUNTY, a Political Subdivision of the State of Oregon, referred to "Grantee".

**1. AFFECTED PARTY:**

Grantor is currently the owner of the following described real property ("Grantor's Property") located in Columbia County, Oregon:

Beginning at a point which is South 0°49' West a distance of 1607.80 feet and North 88°50' East a distance of 1435.00 feet from the Northwest corner of the John McNulty Donation Land Claim in Sections 7 and 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 88°50' East a distance of 217.90 feet; thence South 0°33' West a distance of 120.23 feet; thence North 89°27' West a distance of 217.80 feet; thence North 0°33' East a distance of 113.70 feet to the point of beginning. EXCEPTING therefrom any portion included within the boundaries of the Gable County Road. ALSO EXCEPT the East 5 feet as conveyed to Columbia County by deed recorded January 24, 1962, in Book 148, page 32, Deed Records of Columbia County, Oregon.

**2. GRANT OF EASEMENT:**

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Storm Drainage Utility Easement ("Easement") for a portion of Grantor's Property as described on EXHIBIT A and depicted on EXHIBIT B, both of which are incorporated herein.

**3. STATEMENT OF PURPOSE:**

The Easement shall be for storm drainage utilities and for unrestricted ingress and egress to Grantor's Property for the purpose of installing, repairing, testing, maintaining, and replacing the utilities.

**4. TYPE OF EASEMENT:**

The Easement shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, maintain, operate and access the storm drain lines, drainage utilities, and all

related facilities within the Easement. Easement shall remain unobstructed and shall be free of permanent structures. Prohibited uses shall consist of, but are not limited to, buildings, structures, or excavation. Grantor shall not permit any other utilities to be located in the Easement without the written consent of Grantee. The Easement shall perpetually encumber Grantor's Property.

**5. MAINTENANCE:**

Grantee shall be responsible for the maintenance of storm drainage equipment and facilities located within the Easement. Grantor shall be responsible for landscape and surface maintenance within the Easement. Grantee's use of the Easement shall not unreasonably interfere with Grantor's use of its property.

**6. INDEMNIFICATION:**

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the storm drainage utilities, or arising out of the Grantee's use of the Easement, unless caused by Grantor's negligent or willful conductor or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 5 above.

**7. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

**8. BINDING EFFECT ON SUCCESSOR INTERESTS:**


The terms, conditions and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**9. ATTORNEYS' FEES:**

In case suit or action is instituted in connection with this Agreement, each party shall be responsible for its own attorneys' fees.

DATED this 14 day of March, 2019.

**GRANTOR:**

  
\_\_\_\_\_  
Michael D. Feakin  
  
\_\_\_\_\_  
Nicole N. Feakin

Approved as to form

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

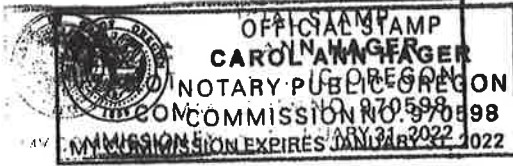
**GRANTEE:**

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

STATE OF Oregon )  
 ) ss.  
County of Columbia )

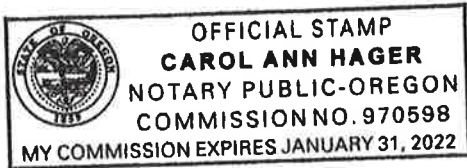
This instrument was acknowledged before me this 14 day of March 20 19, by Michael D. Feakin and Nicole N. Feakin, Grantor, on behalf of which the instrument was executed.



Carol Ann Hager  
Notary Public for the State of Oregon  
My Commission Expires: 1/31/22

STATE OF Oregon )  
 ) ss.  
County of Columbia )

This instrument was acknowledged before me this 14 day of March 20 19, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, Grantor, on behalf of which the instrument was executed.



Carol Ann Hager  
Notary Public for the State of Oregon  
My Commission Expires: 1/31/22



## EXHIBIT A

Columbia County  
March 1, 2019

File No. 2  
Tax Map 040108BB  
Tax Lot 800

### PARCEL 1 (PERMANENT DRAINAGE EASEMENT)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Michael D. Feakin and Nicole N. Feakin, as tenants by the entirety in that Warranty Deed, recorded August 6, 2008 as Document Number 2008-007854, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

Beginning at a point on the west line of said property, which bears South 00° 33' 34" West 3.02 feet from the intersection of the south right-of-way line of Gable Road (County Road No. 40) and said west property line; thence along the arc of a 24,005.35 foot radius curve to the left, the radial center of which bears North 02° 48' 41" West, through a central angle of 00° 06' 59", an arc distance of 48.72 feet (the long chord of which bears North 87° 07' 49" East 48.72 feet); thence South 02° 55' 36" East 37.58 feet; thence South 87° 13' 34" West 51.00 feet to said west property line; thence along said west property line North 00° 33' 34" East 37.56 feet to the point of beginning.

The parcel of land to which this description applies contains 1,871 square feet, more or less.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

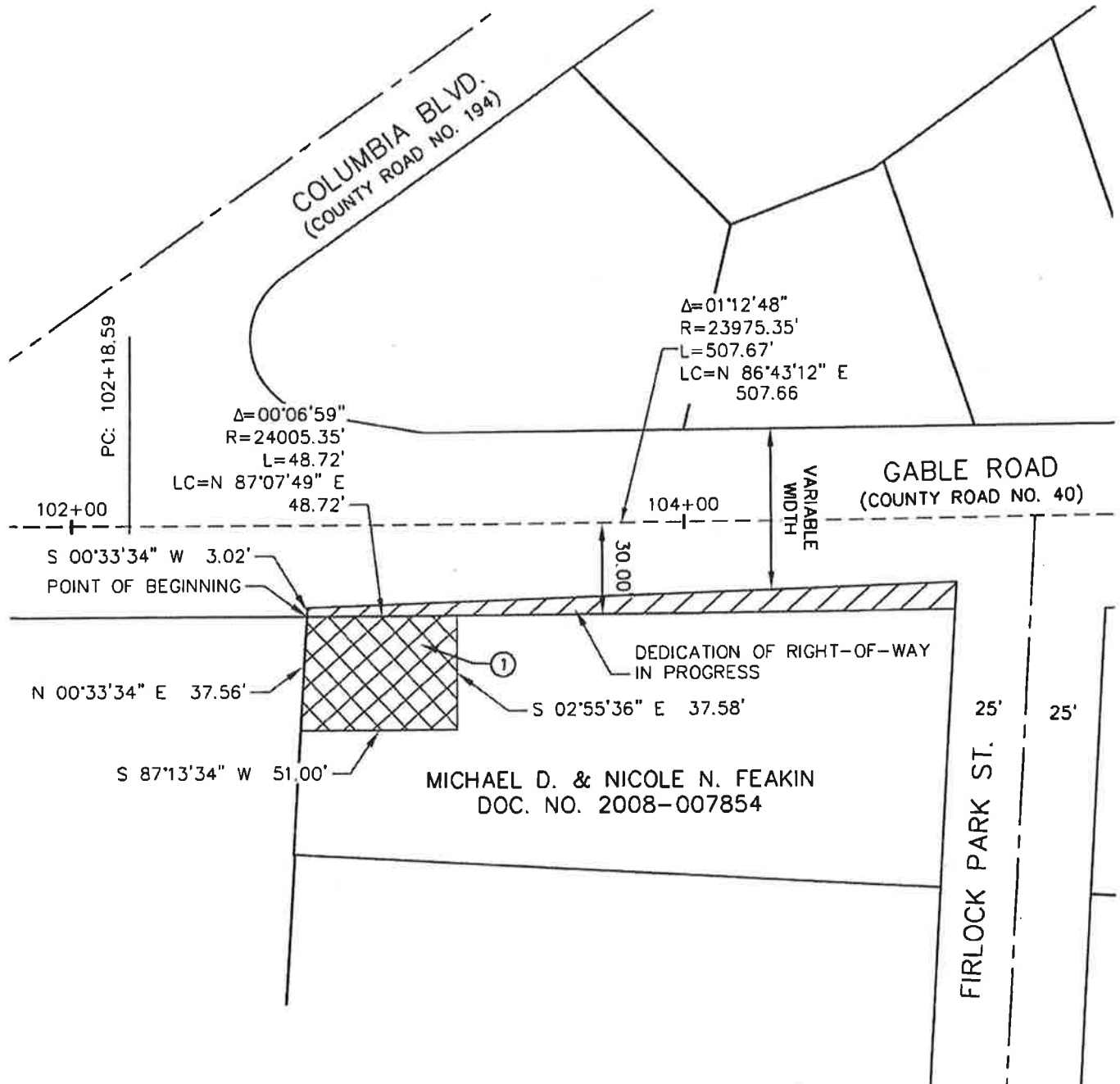
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ng S. Tsoi*

OREGON  
JUNE 15, 2003  
NGO SUE TSOI  
58569

RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

- ① PERMANENT DRAINAGE EASEMENT  
1,871 SQ. FT. (0.043 ACRES)
- CONSTRUCTION CENTERLINE



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

**EXHIBIT B**

SHEET

TITLE

**GABLE ROAD**

**1**

**FILE 2**

**OF**

**1**

DWG. REF.

SV-EM-02-CMCD0004\_2CMCD0000-0004

PROJECT

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

NST

DATE

03/01/2019

**AFTER RECORDING RETURN TO:**

City of St. Helens  
PO Box 278  
St. Helens, OR 97051

**GRANTOR:**

Columbia County  
230 Strand Street  
St. Helens, OR 97051

**GRANTEE:**

City of St. Helens  
PO Box 278  
St. Helens, OR 97051

▲ This Space for Recorder's Use Only ▲

## PUBLIC STORM SEWER EASEMENT

In consideration of other consideration received, Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as the Grantor, conveys to the City of St. Helens, a municipal corporation, Grantee, a perpetual non-exclusive storm sewer easement to use an area which is located over the entirety of the property of Grantor, to wit:

Tract A, Carson Meadows Phase 1 Subdivision, City of St. Helens, Columbia County, Oregon.

**DEED REFERENCE:** Doc. No. 2014-6859  
Tax Acct. No. 10355  
Acct. 4N1W04-BC-05500

The terms of this easement are as follows:

1. Grantee, its agents, independent contractor, and invitees shall use the easement for installation, maintenance, and repair of storm sewer infrastructure therein.
2. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to grantor arising in any manner out of the Grantee's use of easement.
3. Grantee has the right of reasonable access to construct, reconstruct, maintain, and repair the storm sewer infrastructure.
4. Grantee, upon construction of the storm sewer system, or upon reconstruction, maintenance, and repair shall return the surface of the property to the condition it was prior to the work.



5. Grantor and those in succession of title reserve the right to use the easement to construct driveways, paving, landscaping, and fill, provided the Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

6. Grantee is requiring this easement prior to sale of this Tract to a private entity to protect storm water function. This Tract's original purpose was for storm water conveyance and detention and that has not changed. Grantee may amend or extinguish this easement if the storm water infrastructure is relocated to other locations within the Tract or to adjacent public rights-of-way or is otherwise abandoned and replaced such that the Tract is completely separated from any public storm water infrastructure and storm water function meets the specifications of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Approved as to form

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

STATE OF OREGON    )  
                                  )  
County of Columbia    )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on \_\_\_\_ 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

Accepted by:

CITY OF ST. HELENS, OREGON

By:  \_\_\_\_\_  
John Walsh, City Administrator

[ACKNOWLEDGMENT ON NEXT PAGE]

STATE OF OREGON )  
 )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on 17 day of May, 2019,  
by John Walsh, City Administrator for City of St. Helens, Oregon, on behalf of which the  
instrument was executed.



Heidi M Davis  
Notary Public for Oregon

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2009 28-Passenger Chevy El Dorado  
VIN #1GBE5V1959F403598  
319,882 Miles, Beyond ODOT EUL  
High Pressure Fuel Pump

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$1,258

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_  
Finance/IT Director



# 2004 Daimler Chrysler SLF 28 Passenger Transit Bus



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2004	Diamler Chrysler	SLF	5DF232DB33JA51259	82,502	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	731

Auction Ends: 5/24/19 7:00 PM ET  
 Remaining: 1 Day 23 Hrs  
**This item is subject to an auto extension of the auction end time.**  
[Refresh Bid & Time](#)  
 Buyer's Premium: 12.50%  
 Starting Bid: \$750.00  
 Bids: 16  
 High Bidder: s\*\*\*\*\*7  
 \* **Current Bid: \$2,515.00**  
 Bid Increment: \$15.00  
 Minimum Bid: \$2,530.00  
[Terms and Conditions](#)

1,385 visitors

This item is sold "AS IS, WHERE IS" a 2004 Daimler Chrysler SLF 232 Transit Bus. This bus has a Mercedes Benz MBE 906 6 cylinder diesel engine, Allison B300 automatic transmission, and tire size 245/70/19.5 (Alcoa wheels). Mileage is 82,502 miles. Bus measures 36ft long x10ft high x 9.5ft wide (includes mirrors) and the GVW is 28,500. Max speed is 55 mph.

\* **Bus is in good running condition** and was on weekly routes prior to being taken out of service. PM performed every 6k miles Please contact Scott Wilkinson at 336.883.3069 if you have any questions regarding this item.

All maintenance performed at regularly scheduled intervals. The bus has a clear, transferable title that will be given to the buyer at the time of pickup. There is a \$2,000 minimum bid for this auction.

NOTE: Please update the title information in GovDeals if you want this vehicle titled to someone other than yourself. We cannot change this once the auction has closed. We will NOT leave a title open. Open titles are used in schemes to avoid taxes referred to as title jumping or title skipping, both of which are illegal. No exceptions!

## » Seller Information [Ask a question](#)



**Seller Name:** High Point, NC [\[view seller's other assets\]](#)  
**Asset Contact:** [Gary Smith](#) (Phone: 336-883-3598)  
**Asset Location:** 716 W Martin Luther King Drive  
 High Point, North Carolina 27261  
[Map to this location](#)

## Q Inspection

Please inspect this item prior to placing a bid. Item is at Fleet Services located at 716 W. Martin Luther King Drive in High Point, North Carolina. This item is available for inspection Monday-Friday between the hours of 10am-3pm EST.

Please e-mail: [scott.wilkinson@highpointnc.gov](mailto:scott.wilkinson@highpointnc.gov) if you have any questions.

## \$ Payment

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

A 5% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed.

**PAYMENT MUST BE MADE ONLINE--** To make online payment, Log into your GovDeals account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

**NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!**

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2012 16-Passenger Chevy Elkhart Bus  
VIN #1GB6G5BL9C1171990  
259,385 Miles, Beyond ODOT EUL  
Transmission

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 2,250

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_  
Finance/IT Director



# 2013 25FT Light Transit Vehicle Ford E450 / Champion



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles
2013	Ford	Econoline	1FDFF4FSXCDB33983	191,735

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	24

2013 Ford Econoline E450 CUTAWAY, 6.8L V10 SOHC 20V.

25FT LTV with Lift 2013 Ford E-450 cutaway chassis with 6.8, gasoline engine; 14,500 GVW; 96" overall width; 115" overall height; 308 length 186" wheelbase; 5,000 lbs. front axle/ 9,600 lbs. rear axle/ 4:56:1 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 5-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 55 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; six (6) LT225/75R16E all season 10 ply, radial tires with rims; 12 volt heavy duty electrical system; dual batteries, 1400 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers. Champion Challenger has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 4 emergency windows; rustproofing; Transpec 1975 roof ventilator/emergency exit; remote 15"x 8" exterior mirrors with convex; driver's side step w/grab bar; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver; appropriate instruments, gauges, and controls; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 75,000 BTU's; non-slip coated stanchions and grab bars; and roof top mounted strobe light. Braun, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Sur-Lok 4-point wheelchair tie-down and 3-point passenger restraint systems; six Quick straps; and backup manual over-ride system.

16 passenger with 2 wheelchair securement stations

\* A/C blows cold and everything works as it should.

Vehicle is equipped with an ICOM propane conversion kit. Vehicle will run off of gasoline or propane.

Propane is not required to run this vehicle and the propane conversion kit can be removed.

Vehicle will be purchased "AS IS"

## » Seller Information

[Ask a question](#)

**Seller Name:** Albemarle Regional Health Services/Inter-County Transportation Authority, NC [\[view seller's other assets\]](#)

**Asset Contact:** [Denise or Herb ICTPA](#) (Phone: 252-338-4477)

Asset 110 Kitty Hawk Ln

Location: Elizabeth City, North Carolina 27909-6756

[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and

Auction Ends: 5/27/19 3:19 PM ET  
 Remaining: 4 Days 19 Hrs  
**This item is subject to an auto extension of the auction end time.**  
[Refresh Bid & Time](#)  
 Buyer's Premium: 12.50%  
 \* Starting Bid: \$4,500.00  
 Bid Increment: \$1.00  
 Minimum Bid: \$4,500.00  
[Terms and Conditions](#)

334 visitors

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2005 14-Passenger Ford Bus  
VIN #1FDXE45P5HB13429  
305,346 Miles, Beyond ODOT EUL  
Cracked Engine Block

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 500

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_  
Finance/IT Director

## 2013 Ford E-450 Para Transit Bus



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles
2013	Ford	E450/Glaval	1FDFE4FS1DDA72699	145,914

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	1346

Auction Ends: 6/5/19 4:41 PM ET  
 Remaining: 13 Days 21 Hrs  
**This item is subject to an auto extension of the auction end time.**  
[Refresh Bid & Time](#)  
**Reserve Not Met**  
 Buyer's Premium: 12.50%  
 \* Starting Bid: **\$1,000.00**  
 Bid Increment: \$500.00  
 Minimum Bid: \$1,000.00  
[Terms and Conditions](#)

25 visitors

2013 Ford E-450/Glaval Para Transit Bus; 14 passenger; starts and runs; 6.8L V10 gas engine; see attached inspection report for more information. Questions contact Mike Byrnes @ 712-279-6409 Winning bidder is responsible for loading and removal. There will be no removal assistance by the City of Sioux City. Unit may contain defects not immediately detectable or known about. Bidders may inspect items prior to bidding. All properties are offered for sale "As Is, Where Is".

Additional Info: [Scan\\_2019\\_03\\_21\\_12\\_21\\_05\\_114.pdf](#)

### » Seller Information [Ask a question](#)

**Seller Name:** [City of Sioux City, IA](#) [view seller's other assets](#)

**Asset Contact:** [Gina Dugan](#) (Phone: 712-279-6883)

**Asset Location:** 2505 4th St  
 Sioux City, Iowa 51101-2221  
[Map to this location](#)

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the dates and times indicated in the item description.

Please contact the person listed below to ask any questions and/or to schedule an inspection.

### \$ Payment

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. See Terms and Conditions for additional payment instructions.

### 🚚 Removal

All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate.

A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

**PLEASE CALL 24-HOURS IN ADVANCE TO SCHEDULE A TIME FOR PICK-UP!**

ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLER'S LOCATION; ALL SALES ARE FINAL.

PLEASE REVIEW THE SELLER'S TERMS AND CONDITIONS OF SALE.



# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2001 12-Passenger Ford Starcraft Bus  
VIN #1FDXE45S11HA85351  
267,174 Miles, Beyond ODOT EUL  
Blown Engine

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 1,988

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_  
Finance/IT Director



## 2015 Ford Econoline E450



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2015	Ford	Econoline	1FDEE4FL9FDA07655	122,532	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	4472

Auction Ends:	5/24/19 10:15 AM ET
Remaining:	1 Day 14 Hrs
<a href="#">Refresh Bid &amp; Time</a>	
Admin Fee:	7.50%
Starting Bid:	\$500.00
Bids:	27
High Bidder:	s*****s
<b>Current Bid:</b>	<b>\$3,975.00</b>
Bid Increment:	\$25.00
Minimum Bid:	\$4,000.00
<a href="#">Terms and Conditions</a>	

471 visitors

2015 Ford Econoline E450 CUTAWAY, 5.4L V8 SOHC 16V.

\* This vehicle starts and is driveable. This vehicle was maintained every 5,000 miles. Exterior: White, no cracked glass. Decals have been removed and impressions remain. There are minor dents, dings and scratches. There are holes in the body and interior from a removed camera system. Tires are fair. Interior: Grey vinyl. Driver seat is ripped. Windshield leaks. Interior is moldy/musty. A/C works. AM/FM radio. Cruise control, tilt steering, power steering. 12 passenger seats and 2 wheelchair locations but seating configurations vary. Additional Equipment: Braun wheelchair lift. \* These descriptions were at time of decommission. Vehicles have been sitting and conditions may have deteriorated by time of auction ending.

PLEASE INSPECT THIS LOT BEFORE BIDDING. ALL ITEMS ARE SOLD "AS IS" WITH ALL DEFECTS.

PLEASE NOTE: A 7.5% ADMINISTRATIVE FEE OR A MINIMUM OF \$5.00 WILL BE CHARGED TO THE WINNING BIDDER.

Note: Please inspect items prior to placing a bid. Inspections are by appointment only. See Asset Contact under Seller Information below for phone and email.

ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLER'S LOCATION; ALL SALES ARE FINAL.

PLEASE REVIEW THE SELLER'S TERMS AND CONDITIONS OF SALE.

### » Seller Information

[Ask a question](#)

**Seller Name:** Southeast Tennessee Human Resource Agency, TN [view seller's other assets](#)

**Asset Contact:** [Cheryl Farley](#) (Phone: 423-949-2191 ext. 149)

**Asset Location:** 312 Resource Rd  
Dunlap, Tennessee 37327-3342  
[Map to this location](#)

### Q Inspection

Note: Please inspect items prior to placing a bid. Inspections are by appointment only. See Asset Contact under Seller Information below for phone and email.

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the dates and times indicated in the item description.

### \$ Payment

Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Seller will accept Cash, Cashiers Check, Money Orders or Personal Checks with a letter from your bank stating that the funds are available. See Terms and Conditions for additional payment instructions.

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2007 9-Passenger Ford Eldorado Bus  
VIN #1FDWE35L96DB42036  
374,566 Miles, Beyond ODOT EUL  
Blown Engine

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 2,000

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_ **Finance/IT Director**



## 2010 Ford E350



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles
2010	FORD	E300	1FDEE3FS0ADA09708	151,734

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	20499

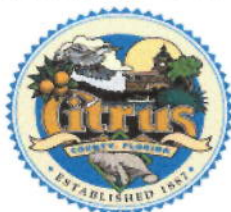
Auction Ends: 5/31/19 12:00 PM ET  
 Remaining: 8 Days 16 Hrs  
**This item is subject to an auto extension of the auction end time.**  
[Refresh Bid & Time](#)  
 Tax: 6.000000%  
 Buyer's Premium: 5.00%  
 \* Starting Bid: \$2,000.00  
 Bid Increment: \$100.00  
 Minimum Bid: \$2,000.00  
[Terms and Conditions](#)

649 visitors

2010 Ford E350 9 passenger Metro bus. HP 362. GVW 14,000. Engine 6.8L. Fuel type Gas. **\* TRANSMISSION IS BAD, WILL NOT SHIFT GEARS. NEEDS TO BE TOWED. SOLD AS IS.**

### » Seller Information

[Ask a question](#)



**Seller Name:** Citrus County Board of County Commissioners, FL [view seller's other assets](#)  
**Asset Contact:** [Deborah Bloss](#) (Phone: 352-527-7626)  
**Asset** 1300 S Lecanto Hwy  
**Location:** Lecanto, Florida 34461-9014  
[Map to this location](#)

### Q Inspection

\*\*\* BY APPOINTMENT ONLY\*\*\*\*

You may inspect items prior to placing a bid.

For questions concerning this item or to schedule an inspection, contact:

Fleet Management at (352) 527-7626

### \$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

ATTENTION: PER F.S. 212 Tax on Sales, Use, and Other Transactions, all items listed will be subject to Florida Sales Tax, unless the buyer provides legal documentation stating exemption. If you are claiming Tax Exempt Status, CONTACT THE SELLER PRIOR to placing a bid to verify your documentation is acceptable to Seller.

ALL ITEMS SOLD "AS IS, WHERE IS AND WITHOUT WARRANTY"

If you are claiming tax exempt contact the Seller BEFORE YOU PAY online through GovDeals. Once the Seller confirms you are tax exempt, they can remove the sales tax from Bill of Sale, create a new invoice in your account, and then you can make payment online through your GovDeals bidder account.

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED

For online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

2015 9-Passenger Ford Goshen Bus  
VIN #1FDEE3FL3FDA27815  
171,467 Miles, Beyond ODOT EUL  
Transmission

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 1,000

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

**By:** \_\_\_\_\_  
Finance/IT Director



## 2010 Ford E350



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles
2010	FORD	E300	1FDEE3FS0ADA09708	151,734

Condition	Category	Inventory ID
Used/See Description	<a href="#">Buses, Transit and School</a>	20499

Auction Ends: 5/31/19 12:00 PM ET  
 Remaining: 8 Days 16 Hrs  
**This item is subject to an auto extension of the auction end time.**  
[Refresh Bid & Time](#)  
 Tax: 6.000000%  
 Buyer's Premium: 5.00%  
 \* Starting Bid: \$2,000.00  
 Bid Increment: \$100.00  
 Minimum Bid: \$2,000.00  
[Terms and Conditions](#)

651 visitors

2010 Ford E350 9 passenger Metro bus. HP 362. GVW 14,000. Engine 6.8L. Fuel type Gas. TRANSMISSION IS BAD, WILL NOT SHIFT GEARS. NEEDS TO BE TOWED. SOLD AS IS.

### » Seller Information

[Ask a question](#)



**Seller Name:** Citrus County Board of County Commissioners, FL [\[view seller's other assets\]](#)  
**Asset Contact:** [Deborah Bloss](#) (Phone: 352-527-7626)  
**Asset** 1300 S Lecanto Hwy  
**Location:** Lecanto, Florida 34461-9014  
[Map to this location](#)

### Q Inspection

\*\*\* BY APPOINTMENT ONLY\*\*\*\*

You may inspect items prior to placing a bid.

For questions concerning this item or to schedule an inspection, contact:

Fleet Management at (352) 527-7626

### \$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express\*, Discover) only. \* American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

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If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED

For online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal

# DECLARATION OF SURPLUS PROPERTY – FORM B (Disposal)

Ordinance 2015-2

Pursuant to Ordinance 2015-2, Columbia County, a political subdivision of the State of Oregon, by and through its Finance Director or IT Director, determines that the following personal property is no longer needed for public use and declares such personal property to be surplus personal property:

**Description of personal property:**

1979 1/2 Ton Chevy PU  
VIN #CCD149J124789  
188,744 Miles, Minimum  
Not an ODOT Vehicle

Columbia County further determines that such surplus personal property is (a) not needed for other public purposes, (b) has a current market value listed below, (c) that disposing of such personal property in accordance with Ordinance 2015-2 is clearly in the public interest.

**Fair Market Value:**

\$ 1,998

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Dated:**

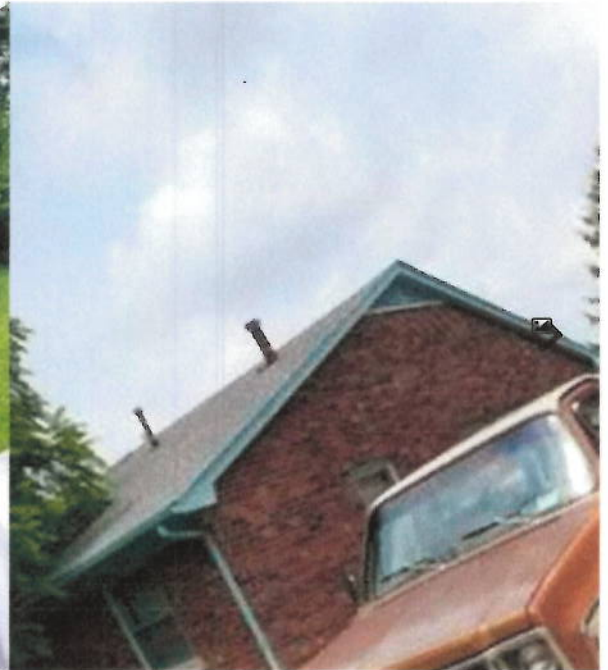
**By:** \_\_\_\_\_  
Finance/IT Director

[← BACK TO SEARCH \(/Search?\)](#)

Make=Chevrolet&Model=C/K+10+Series&MinModelYear=1979&MaxModelYear=1979&Conditions=used&Conditions=manufacturer%20certified&PageNumber=2&OrderBy=Relevance&OrderDirec

### 1979 Chevrolet C/K 10 Series

Request mileage



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Cadillac, MI - [View Seller](#) ▼

**\$3,995**

↓ \$11,244 below avg.

**\$70/mo**

[Calculator](#) ▼

#### VEHICLE INFO

##### STATS

##### FEATURES

CONDITION  
Used

TRIM  
N/A

MILEAGE  
N/A

STOCK #  
AAH14725

ENGINE

TRANSMISSION  
N/A

DRIVE TRAIN  
N/A  
**CALL**  
**(TEL:2313895524)**

MESSAGE

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[← BACK TO SEARCH \(/Search?\)](#)

Make=Chevrolet&Model=C/K+10+Series&MinModelYear=1979&MaxModelYear=1979&Conditions=used&Conditions=manufacturer%20certified&PageNumber=2&OrderBy=Relevance&OrderDirec

### 1979 Chevrolet C/K 10 Series

[Request mileage](#)



**Gregs Auto Sales**  
Batesville, AR - [View Seller](#) ▼

**\$3,995**

↓ \$11,244 below avg.

**\$70/mo**

[Calculator](#) ▼

#### VEHICLE INFO

**STATS**

**FEATURES**

**CALL**

(TEL: 870-251-8848)

Used

**MESSAGE**

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