

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

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 3, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- June 26, 2019 Board Meeting
- June 26, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

- Neal Walker, Columbia County Mental Health Funding

HEARING:

- 1) Public Hearing on Alleged Livestock Kill by dog owned by Anna Lopez.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 07.01.19.
- B. Approve Letter of Purchasing Authority for Jacyn Normine, Board Office.
- C. Approve Letters of Authority for Tiffany Johnson, Deputy Ryan Murphy, Lisa Masog, Karen Schminke, Todd Moore, Deputy Jacob Dornan, Matt Laird and Jake Sperley.
- D. Order No. 22-2019, "In The Matter of Conveying Certain Real Property in Scappoose Oregon, to Patrick John Hart, Tax Map ID No. 3N2W12-DB-0220 and Tax Account No. 4067".
- E. Quitclaim Deed Conveying Certain Real Property in Scappoose, Oregon to Patrick John Hart, Tax Map ID No. 3N2W12-DB-0220 and Tax Account No. 4067 and authorize the Chair to sign.

- F. Order No. 41-2019, " In the Matter of Adopting Findings of Feasibility for Use of the County's Personnel and Resources to Provide Columbia County Jail Food Services- ORS 279B.036".
- G. Order No. 43-2019, "In The Matter of Conveying Certain Real Property in Clatskanie, Oregon, to Clatskanie Rural Fire Protection District, Tax Map ID No. 7N3W16-BO-01500 and Tax Account No. 20793".
- H. Quitclaim Deed Conveying Certain Real Property in Clatskanie, Oregon, to Clatskanie Rural Fire Protection District, Tax Map ID No. 7N3W16-BO-01500 and Tax Account No. 20793 and authorize the Chair to sign.
- I. Order No. 53-2019, "In the Matter of Conveying Certain Real Property in Vernonia, Oregon, to James B. Morrison, Jr., Tax Map ID No. 4N4W03-BB-06900 and Tax Account No. 439665".
- J. Quitclaim Deed Conveying Certain Real Property in Vernonia, Oregon, to James B. Morrison, Jr., Tax Map ID No. 4N4W03-BB-06900 and Tax Account No. 439665 and authorize the Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- K. C86-2019 - Earnest Money Agreement by and between James B. Morrison, Jr., and Columbia County for Tax Map ID No. 4N4W03-BB-06900 and Tax Account No. 493665.
- L. C97-2019- Purchase and Sales Agreement by and Between Jorge Ramirez Palacios and Columbia County for Tax Map ID No. 7N4W08-DB-01601 and Tax Account No. 25749.
- M. C102-2019 - Purchase and Sales Agreement by and Between Loren and Desenia Goodwin and Columbia County for Tax Map ID No. 4N2W20-00-00800 and Tax Account No. 8569.
- N. Ratify C113-2019 – ODOT Agreement #33414 for Public Transit.
- O. Ratify C114-2019 – ODOT Agreement #33414 (5311) for Public Transit.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

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

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DATE: July 3, 2019
TO: Jacyn Normine, BOCC Office
FROM: Henry Heimuller, BOCC Chair
RE: Purchasing Authority Update

Columbia County Ordinance Number 2015-2, the Public Contracting Rule, allows the Finance Director to give department heads or their assistant written authority to purchase items or services up to \$20,000 in value and other staff may have up to \$5,000.

Under authority of Columbia County Ordinance Number 2015-2, I hereby grant Jacyn Normine under the conditions of

(a) following Columbia County purchasing procedures and policies to purchase goods or services

and

(b) assuring that outlays are appropriated in the relevant department budgets,

authority for normal purchasing up to \$5,000 at any one time for goods, materials, supplies, services and capital goods from the following budgets:

- 1.) 100-01 Board of County Commissioners
- 2.) 100-09 Economic Development

This purchasing authority may be modified or revoked by written notification by me or my successor without any other notice or requirements. If the person authorized herein is no longer employed by Columbia County, this authority is not transferable to the individual's successor and is automatically rescinded.

Dated: _____ Signed: _____

Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

Jan Greenhalgh
Jacyn Normine



June 26, 2019

LETTER OF AUTHORITY

UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Tiffany Johnson
Assistant County Counsel

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Council or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Council or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Council and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Assistant County Counsel	Any offense declared to be a violation under the Columbia County Enforcement Ordinance, to include violations of statutes, administrative rules, ordinances, orders and resolutions, and provisions thereof, listed in Section 6 of the Columbia County Enforcement Ordinance.

This letter of authority is retroactive to October 22, 2018.

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

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

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June 26, 2019

LETTER OF AUTHORITY UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Ryan Murphy
Chief Deputy – Columbia County Sheriff's Office

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
COLUMBIA COUNTY SHERIFF AND EACH SWORN DEPUTY SHERIFF	Any offense declared to be a violation under the Columbia County Enforcement Ordinance, to include violations of statutes, administrative rules, ordinances, orders and resolutions, and provisions thereof, listed in Section 6 of the Columbia County Enforcement Ordinance.

This letter of authority is retroactive to June 17, 2019.

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

Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

Jan Greenhalgh
Jacyn Normine



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June 26, 2019

LETTER OF AUTHORITY

UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Lisa Masog
Fair Board Member

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Fairgrounds	Violations of the statutes, rules and regulations and provisions thereof, listed in Subsection J, and relevant amendments and ordinances under Subsections S and T, of Section 6 of the Columbia County Enforcement Ordinance, and to include the Columbia County Fair Ordinance, No. 98-07, as it currently exists or may be amended, and all orders, resolutions, rules, and regulations thereunder.

This letter of authority is retroactive to January 1, 2019.

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

Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

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June 26, 2019

LETTER OF AUTHORITY UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Karen Schminke
Land Development Services Director

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Comprehensive Plan, Zoning, Planning, Building, Solid Waste, DEQ Regulations, Subsurface Sewage, Mass Gathering, Stormwater and Erosion Control, Depletion Fees	Violations of those statutes, administrative rules, ordinances, orders and resolutions, and provisions thereof, listed in Subsections A, B, C, D, E, F, G, U, W and Y, and relevant amendments and ordinances under Subsections S, and T, of Section 6 of the Columbia County Enforcement Ordinance.

This letter of authority is retroactive to January 22, 2019.

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

COLUMBIA COUNTY

Board of Commissioners Office

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Henry Heimuller
Alex Tardif

Administration

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June 26, 2019

LETTER OF AUTHORITY UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Todd Moore
Fair Board Member

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Fairgrounds	Violations of the statutes, rules and regulations and provisions thereof, listed in Subsection J, and relevant amendments and ordinances under Subsections S and T, of Section 6 of the Columbia County Enforcement Ordinance, and to include the Columbia County Fair Ordinance, No. 98-07, as it currently exists or may be amended, and all orders, resolutions, rules, and regulations thereunder.

This letter of authority is retroactive to January 1, 2019.

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

Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

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June 26, 2019

LETTER OF AUTHORITY UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Jacob Dornan
Deputy – Columbia County Sheriff's Office

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
COLUMBIA COUNTY SHERIFF AND EACH SWORN DEPUTY SHERIFF	Any offense declared to be a violation under the Columbia County Enforcement Ordinance, to include violations of statutes, administrative rules, ordinances, orders and resolutions, and provisions thereof, listed in Section 6 of the Columbia County Enforcement Ordinance.

This letter of authority is retroactive to January 7, 2019.

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



Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

Jan Greenhalgh
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June 26, 2019

LETTER OF AUTHORITY

UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Matt Laird
Planning Manager

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Planning, Comprehensive Plan, Zoning, Mass Gatherings, Stormwater, Erosion Control, and Solid Waste	Violations of those ordinances, and provisions thereof, listed in Subsections E and G, and relevant amendments and ordinances under Subsection S, and T, of Section 6 of the Columbia County Enforcement Ordinance.

This letter of authority is retroactive to March 18, 2019.

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

COLUMBIA COUNTY

Board of Commissioners Office

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June 26, 2019

LETTER OF AUTHORITY

UNDER THE COLUMBIA COUNTY ENFORCEMENT ORDINANCE

TO: Jake Sperley
Fair Board Member

Pursuant to the Columbia County Enforcement Ordinance (Ordinance No. 92-15, as amended), hereinafter the "Enforcement Ordinance," you are specifically authorized, have jurisdiction of and may enforce certain violations as described below. Your authority and jurisdiction is subject to the primary authority of the Board of County Commissioners, and is limited to the specific violations listed below.

The Board of County Commissioners may at any time, for any reason, by order or resolution, revoke the authority and jurisdiction granted by this letter and the Enforcement Ordinance. In addition, your authority and jurisdiction shall be automatically terminated and you shall return this letter if you cease to hold a position authorized by the Enforcement Ordinance to enforce violations.

Pursuant to Section 14.E. of the Enforcement Ordinance, no authorized person shall file any complaint under the ordinance, and the courts shall not have jurisdiction to hear any such complaint, without the express review and approval of the Columbia County Counsel or Assistant County Counsel. This does not mean you cannot issue the summons portion of the citation first, in appropriate cases, and clear it with the County Counsel or Assistant County Counsel later, before filing the complaint. Generally, consultation with County Counsel and prior clearance with the Board of Commissioners is encouraged. Subject to the foregoing, you are authorized to issue a warning or citation to any person who commits a violation listed below. You may not make an arrest for a violation under the Enforcement Ordinance, but may detain any individual reasonably believed to have committed a violation, only so long as is necessary to determine, for the purposes of issuing a warning or citation, the identity of the offender and such additional information as is appropriate for enforcement of the violation. Before detaining any individual in an attempt to enforce the statutes, rules, ordinances, orders or resolutions enforceable under this ordinance, you shall conspicuously display an official identification card or this letter of authority showing your lawful authority.

The violations you have authority over, jurisdiction of and may enforce are as follows:

AREAS OF AUTHORITY	RELEVANT ORDINANCE PROVISIONS
Fairgrounds	Violations of the statutes, rules and regulations and provisions thereof, listed in Subsection J, and relevant amendments and ordinances under Subsections S and T, of Section 6 of the Columbia County Enforcement Ordinance, and to include the Columbia County Fair Ordinance, No. 98-07, as it currently exists or may be amended, and all orders, resolutions, rules, and regulations thereunder.

This letter of authority is retroactive to January 1, 2019.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Scappoose, Oregon, to Patrick John Hart)
Tax Map ID No. 3N2W12-DB-0220 and)
Tax Account No. 4067)
ORDER NO. 22-2019

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 in the Purchase and Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Patrick John Hart for \$39,000.00, plus and administrative fee in the amount of \$145.00; and
2. The Board of County Commissioners have entered into a Purchase and Sale Agreement;
and

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

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Patrick John Hart
52448 SE 2nd 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

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

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

EXCEPT all roads.

AFTER RECORDING, RETURN TO GRANTEE:

Patrick John Hart
52448 SE 2nd 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 ____.

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)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

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

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

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

EXCEPT all roads.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Findings of)
Feasibility for Use of the County's) Order No. 41-2019
Personnel and Resources to Provide)
Columbia County Jail Food Services-)
ORS 279B.036)

WHEREAS, ORS 279B.030 requires that except as provided in ORS 279B.036, before conducting a procurement for services with an estimated contract price that exceeds \$250,000, a contracting agency shall: (a) demonstrate, by means of a written cost analysis in accordance with ORS 279B.033, that the contracting agency would incur less cost in conducting the procurement than in performing the services with the agency's own personnel and resources; or (b) demonstrate, in accordance with ORS 279B.036, that performing the services with the agency's own personnel and resources is not feasible; and

WHEREAS, pursuant to ORS 279B.036(1), the contracting agency may make the determination that using its own personnel or resources is not feasible without conducting a cost analysis required by 279B.033 if the contracting agency finds that it lacks the specialized capabilities, experience or technical or other expertise necessary to perform the services; and

WHEREAS, in making the above described finding, the contracting agency shall compare its capability, experience or expertise in the field most closely involved in performing the services with a potential contractor's capability, experience or expertise in the same or a similar field; and

WHEREAS, the County desires to contract for food service in the Columbia County Jail because it is not currently feasible for the County to provide the services with its own personnel and resources; and

WHEREAS, the Board of Commissioners finds that there are only 28 County employees on staff to manage and administer the Columbia County Jail; and

WHEREAS, the Sheriff has insufficient staff to currently operate the jail at full capacity without overtime costs; and

WHEREAS, jail food service requires the purchase, cooking and serving of food to up to 255 inmates daily; including special diet meals; and

WHEREAS, jail food service requires special expertise in the areas of diet and nutrition to ensure constitutionally adequate meals are served to inmates; and

WHEREAS, the Board finds that existing County Staff are fully occupied with jail operations and other jail oversight requirements and have neither the time nor expertise to also manage the day-to-day food service;

NOW, THEREFORE, IT IS HEREBY ORDERED that the procurement for Jail Food Services shall be procured without conducting a cost analysis.

DATED this 26th day of June, 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

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

In the Matter of Conveying Certain Real Property)
in Clatskanie, Oregon, to Clatskanie Rural Fire) ORDER NO. 43-2019
Protection District, Tax Map ID No. 7N3W16-BO-01500)
and Tax Account No. 20793)

WHEREAS, a parcel of improved real property in Columbia County, Oregon, which has been assigned Tax Map ID No. 7N3W16-BO-01500 and Tax Account Number 20793, with a situs address of 75844 Lost Creek Road, Clatskanie, Oregon, (the “Property”), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Bergerson, Barbara D & Fred, et al.*, Columbia County Circuit Court Case No. 12-2579; and

WHEREAS, General Judgment was entered in *Columbia County v. Bergerson, Barbara D & Fred, et al.*, on October 22, 2012, *nunc pro tunc* October 15, 2012, and the Property was conveyed to Columbia County on October 16, 2014 by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2014-006859; and

WHEREAS, said Property is improved, with a dilapidated structure; and

WHEREAS, pursuant to ORS 271.310, whenever the public interest may be furthered the County may convey the County’s interest in property to a governmental body; and

WHEREAS, the CRFPD is a rural fire protection district organized under ORS chapter 478 and qualifies for such a conveyance; and

WHEREAS, County would like to transfer said Property to CRFPD for the purpose of developing a new fire substation so that CRFPD can provide fire, rescue and medical emergency first response to Clatskanie, Oregon, and surrounding areas; and

WHEREAS, the Columbia County Board of Commissioners finds that it is in the public interest to convey the Property in fee to CRFPD for the purpose of developing a new fire station; and

WHEREAS, pursuant to ORS 271.330 upon such a conveyance the Property shall be used for not less than twenty years for a public purpose; and

WHEREAS, the transfer shall be subject to a reversionary interest retained by the County in the event that the Property is used for a purpose that is inconsistent with the purpose of the conveyance; and

WHEREAS, the Board of County Commissioners held a public hearing on Wednesday, June 19, 2019, for the purpose of hearing testimony and objections to the transfer of the Property and the public hearing was noticed on June 5, 2019 and June 12, 2019, in the Chronicle, a newspaper of general circulation in Columbia County; 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 271.330, the Board of County Commissioners authorizes the transfer of the above-described Property to the Clatskanie Rural Fire Protection District.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

3. 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

Approved as to form:

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A
Tax Account No. 20793
Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

CLATSKANIE RURAL FIRE PROTECTION DISTRICT
PO Box 807
Clatskanie, OR 97016

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto CLATSKANIE RURAL FIRE PROTECTION DISTRICT, 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. 7N3W16-BO-1500 and Tax Account No. 20793, and more particularly described on Exhibit A hereto (the "Property") for special use as a fire substation, and if the fire substation is not built in ten (10) years' time, or if the Property is not used for a public purpose at any time during such ten (10) years' time, the Property will revert to the grantor. If at anytime after a fire substation is built, the Property is not used for a fire substation, the Property will revert to Grantor.

This conveyance is made pursuant to ORS 271.300 to 271.330 and is conditioned upon use of the herein described property by the Grantee as a fire substation to provide fire, rescue and medical emergency first response to Clatskanie, Oregon in perpetuity.

The true and actual consideration for this conveyance is \$1,000.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 43-2019 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

EXHIBIT A

Legal Description for Map ID No 7N3W16B0-01500 and Tax Account No. 20793

Beginning at a point on the South line of the Columbia River Highway as relocated and described in Deed to State of Oregon, recorded July 23, 1953, in Book 119, Page 401, Deed Records, said point of beginning being at point of intersection of said South line of highway with a line drawn parallel to and 400 feet East of the West line of the Northwest Quarter of Section 16, Township 7 North, Range 3 West of the Willamette Meridian, Columbia County, Oregon; thence South and parallel to the West line of said Northwest Quarter a distance of 600 feet; thence West 400 feet to said West line of the Northwest quarter; thence North on said West line of the Northwest Quarter to the South line of said Columbia River Highway as relocated in 1953; thence Northeasterly along said South line of the Columbia River Highway to the point of beginning.

Also Known as Property ID No.: 7N3W16B0 01500

AFTER RECORDING, RETURN TO GRANTEE:

CLATSKANIE RURAL FIRE PROTECTION DISTRICT
PO Box 807
Clatskanie, OR 97016

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto CLATSKANIE RURAL FIRE PROTECTION DISTRICT, 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. 7N3W16-BO-1500 and Tax Account No. 20793, and more particularly described on Exhibit A hereto (the "Property") for special use as a fire substation, and if the fire substation is not built in ten (10) years' time, or if the Property is not used for a public purpose at any time during such ten (10) years' time, the Property will revert to the grantor. If at anytime after a fire substation is built, the Property is not used for a fire substation, the Property will revert to Grantor.

This conveyance is made pursuant to ORS 271.300 to 271.330 and is conditioned upon use of the herein described property by the Grantee as a fire substation to provide fire, rescue and medical emergency first response to Clatskanie, Oregon in perpetuity.

The true and actual consideration for this conveyance is \$1,000.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 43-2019 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

EXHIBIT A

Legal Description for Map ID No 7N3W16B0-01500 and Tax Account No. 20793

Beginning at a point on the South line of the Columbia River Highway as relocated and described in Deed to State of Oregon, recorded July 23, 1953, in Book 119, Page 401, Deed Records, said point of beginning being at point of intersection of said South line of highway with a line drawn parallel to and 400 feet East of the West line of the Northwest Quarter of Section 16, Township 7 North, Range 3 West of the Willamette Meridian, Columbia County, Oregon; thence South and parallel to the West line of said Northwest Quarter a distance of 600 feet; thence West 400 feet to said West line of the Northwest quarter; thence North on said West line of the Northwest Quarter to the South line of said Columbia River Highway as relocated in 1953; thence Northeasterly along said South line of the Columbia River Highway to the point of beginning.

Also Known as Property ID No.: 7N3W16B0 01500

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

In the Matter of Conveying Certain Real Property)
in Vernonia, Oregon, to James B. Morrison, Jr.,)
Tax Map ID No. 4N4W03-BB-06900)
and Tax Account No. 439665) ORDER NO. 53-2019

WHEREAS, Seller acquired the property depicted on Exhibit A and described in Exhibit B through certain tax foreclosure deed dated October 19, 2017, and recorded in the Deed Records of the County as Document No. 2017-009754, having Tax Map ID No. 4N4W03-BB-06900 and Tax Account No. 439665 (the "Property"); and

WHEREAS, the Columbia County Board of Commissioners ordered the sale of the Property by Sheriff's Sale on May 22, 2019 (the "Sheriff's Sale") in accordance with ORS 275.110 and Order No. 24-2019; and

WHEREAS Buyer was the apparent high bidder for the Property at the Sheriff's Sale; and

WHEREAS, the Columbia County Board of Commissioners have approved the sale of the Property to Buyer on the terms and conditions set forth in the Earnest Money Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.110, the Board of County Commissioners authorizes the sale of the above-described Property to James B. Morrison Jr., \$55,471.00, plus an administrative fee in the amount of \$145.00.
2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit C.
3. 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, Vice Chair

Approved as to form:

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

EXHIBIT A
Tax Account No. 439665

Map



EXHIBIT B

LEGAL DESCRIPTION

A tract of land in Section 3, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7, Heather Park in the City of Vernonia, Columbia County, Oregon.

EXHIBIT C

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners for
Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 7051

AFTER RECORDING, RETURN TO GRANTEE:

James B. Morrison, Jr.
PO Box 30
Vernonia, OR 97064

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto James B. Morrison, Jr., 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. 4N4W03-BB-06900 and Tax Account No. 439665, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$55,616.00.

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. 53-2019 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

[acknowledgment on next page]

STATE OF OREGON)

)

County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A
Legal Description

A tract of land in Section 3, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7, Heather Park in the City of Vernonia, Columbia County, Oregon.

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners for
Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 7051

AFTER RECORDING, RETURN TO GRANTEE:

James B. Morrison, Jr.
PO Box 30
Vernonia, OR 97064

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto James B. Morrison, Jr., 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. 4N4W03-BB-06900 and Tax Account No. 439665, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$55,616.00.

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. 53-2019 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. ACKNOWLEDGMENT
County of Columbia)

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

**EXHIBIT A
Legal Description**

A tract of land in Section 3, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7, Heather Park in the City of Vernonia, Columbia County, Oregon.

**COLUMBIA COUNTY TAX FORECLOSURE PROPERTIES
SHERIFF SALE**

EARNEST MONEY AGREEMENT

Dated: _____, 2019

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

AND James B. Morrison, Jr. ("Buyer")

Seller and Buyer are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Seller acquired the property depicted on Exhibit A and described in Exhibit B through certain tax foreclosure deed dated October 19, 2017, and recorded in the Deed Records of the County as Document No. 2017-009754, having Tax Map ID No. 4N4W03-BB-06900 and Tax Account No. 439665 (the "Property"); and

WHEREAS, the Columbia County Board of Commissioners ordered the sale of the Property by Sheriff's Sale on May 22, 2019 (the "Sheriff's Sale") in accordance with ORS 275.110 and Order No. 24-2019; and

WHEREAS Buyer was the apparent high bidder for the Property at the Sheriff's Sale; and

WHEREAS, the Columbia County Board of Commissioners have approved the sale of 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 \$55,471.00 (the "Purchase Price"). The County received an earnest money deposit of \$5,600.00 on May 22, 2019, from Buyer (the "Deposit"), which will be applied to the Purchase Price and Administrative Fee.
2. Transaction Costs. In addition to the Purchase Price, Buyer will pay \$145.00 for incidental costs

associated with the sale, including recording fees (the "Administrative Fee").

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 C;
 - 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 C; and if applicable,
 - ii. All rights to any County, public, forest Civilian Conservation Corp roads.
 - E. Buyer will be relying 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 Buyer paying the Purchase Price and the Administrative Fee, less the Deposit, in one payment on or before June 21, 2019. In the event that Buyer fails to do so, this Agreement shall terminate, the Deposit will be forfeited by Buyer and Seller shall have no further obligations to Buyer.
5. Indemnification. 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 OR RELATING TO THIS AGREEMENT OR 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 DEED.
6. Seller's Decision to Terminate. 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. If Seller terminates the Agreement due to no fault of Buyer, the Deposit will be returned to Buyer.

7. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on June 28, 2019 (the "Closing"), with the actual time and date of Closing to be set by Seller. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.
8. Possession. Buyer shall be entitled to exclusive possession of the Property at the time sale is Closed.

9. 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 or electronic 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 any 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. The notice addresses are as follows:

FOR SELLER:
Board of County Commissioners
c/o Jacyn Normine, Board Specialist
230 Strand, Room 330
St. Helens, OR 97051
Phone No: 503-397-4322

FOR BUYER:
James B. Morrison, Jr.
PO Box 30
Vernonia, OR 97064
Email: morrisonremodeling1996@gmail.com

- B. Assignment. This Agreement may not be assigned without the written approval of Seller, which can be withheld for any reason by Seller.
- C. Attorney's 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 attorney's fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.
- D. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Legal Description, and Exhibit C, Quitclaim Deed.
- E. Buyer Representations and Warranties. Buyer's representations and warranties shall survive Closing and shall not merge with the Quitclaim Deed.

- i. Buyer will be relying on the results of inspections and investigations completed by Buyer, and not upon any representation made by Seller.
 - ii. 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.
 - iii. All requisite action (corporate, trust, partnership, or otherwise) has 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.
 - iv. 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.
 - v. 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 is a party.
- F. 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.
- G. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- H. 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.
- I. Counterpart Signatures. 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. The facsimile or email 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 or email will confirm facsimile transmission by signing and delivering a duplicate original document.

- J. Time is of the Essence. The Parties agree that time is of the essence.
- K. Conflicts with Sale Terms and Conditions. In the event of a conflict between the terms and conditions for the May 22, 2019 Sheriff's Sale and this Agreement, this Agreement shall prevail.
- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

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

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

APPROVALS

FOR BUYER:



James B. Morrison, Jr.

Date: 6/21/19

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
Bid Item 11
Map



EXHIBIT B

Legal Description

A tract of land in Section 3, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7, Heather Park in the City of Vernonia, Columbia County, Oregon.

Exhibit C

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners for
Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

James B. Morrison, Jr.
PO Box 30
Vernonia, OR 97064

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto James B. Morrison, Jr., 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. 4N4W03-BB-06900 and Tax Account No. 439665, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$55,616.00.

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,

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as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ adopted on the ____ day of _____, 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

[acknowledgment on next page]

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of
which the instrument was executed.

Notary Public for Oregon

**EXHIBIT A
Legal Description**

A tract of land in Section 3, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7, Heather Park in the City of Vernonia, Columbia County, Oregon.

PURCHASE AND SALE AGREEMENT

Dated: 6/26/19, 2019

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

AND JORGE RAMIREZ PALACIOS (“Buyer”)

Collectively, the “Parties.”

RECITALS

WHEREAS, on October 7, 2015, *nunc pro tunc* October 5, 2015, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ross L. Bankston, Sr., et al.*, Case No. 15-CV22735; and

WHEREAS, on October 11, 2017, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Clatskanie, Oregon, having Tax Map ID No. 7N4W08-BD-01601 and Tax Account No. 25749 (the “Property”), by deed recorded as document number 2017-009754 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 May 22, 2019, with a minimum bid of \$59,130.00, 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 \$25,000.00, an amount exceeding 15% of the 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 \$25,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before July 10, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$2,514.50, 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.
 - 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 July 31, 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

FOR BUYER:
Jorge Ramirez Palacios

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

16050 SW Baseline Rd.
Beaverton, OR 97006
Phone: 503-515-8913

- 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 is a party.

G. Governing Law. This Agreement is made and executed under, and in all respects shall be

governed and construed by the laws of the State of Oregon.

- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- J. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- K. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- L. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN

“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:

Jorge Ramiro Palacios

Jorge Ramirez Palacios

Date: 6/25/2019

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 25749
Map

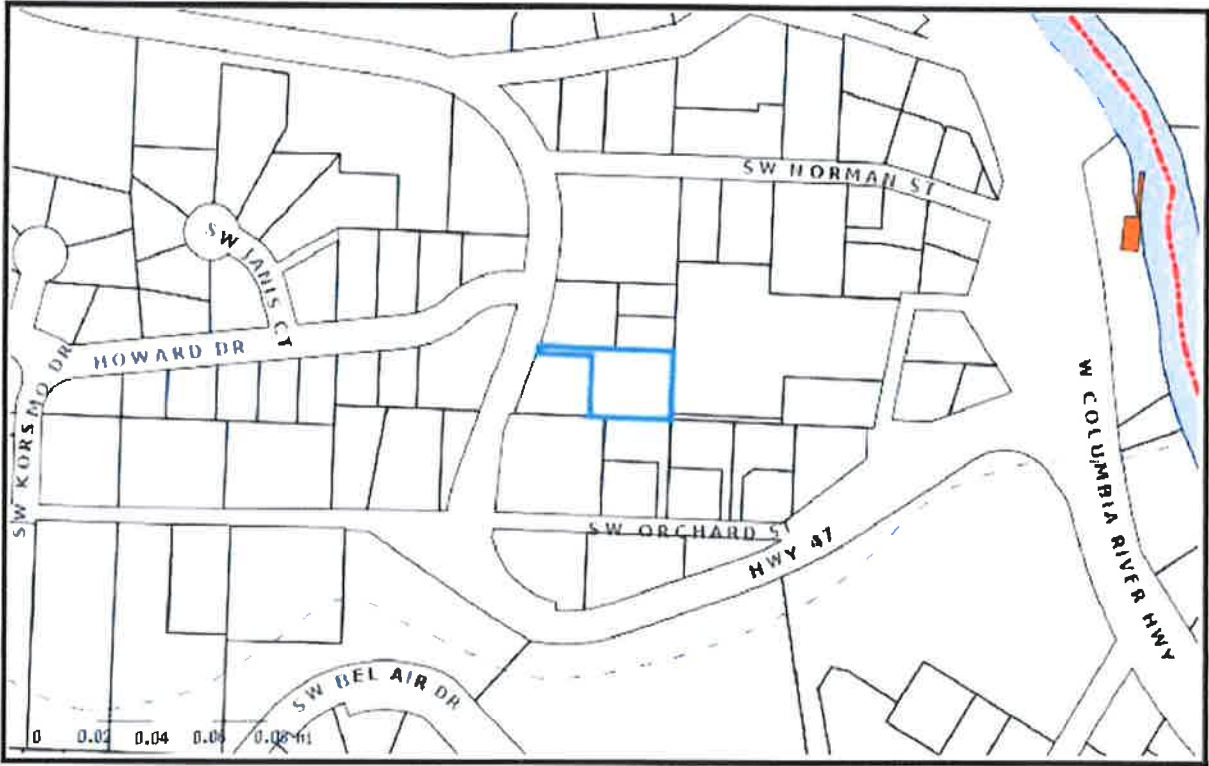


EXHIBIT B**AFTER RECORDING, RETURN TO GRANTEE:**

Jorge Ramirez Palacios
16050 SW Baseline Rd.
Beaverton, OR 97006

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 Jorge Ramirez Palacios, 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. 7N4W08-BD-01601 and Tax Account No. 25749, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$25,145.00.

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. 45-2019 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

EXHIBIT A
Legal Description for Map ID No 7N4W08-BD-01601 and
Tax Account No. 25749

A tract of land in Section 08, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at a point that is 382.0 feet East and 134.0 feet South of the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Donation Land Claim in Section 8, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; thence East and parallel with the North line of Lot 9 a distance of 330 feet, more or less, to a point in the West boundary line of the new Mist-Clatskanie Market Road; thence South along said road to an intersection with a line drawn West from a point that is 1009.0 feet East and 212.75 feet South from the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Estate; thence East on said line to a point on the East right of way line of the Mist-Clatskanie Road, said point being the Southwest corner of tract of land conveyed to State of Oregon, by deed recorded April 11, 1951 in Book 110, page 287, Deed Records of Columbia County, Oregon; thence East 227.74 feet to the Southeast corner of said State of Oregon tract; thence South a distance of 120.0 feet to the true point of beginning for the following described property; thence South a distance of 125.29 feet to the South line of Lot 9, Subdivision of E.G. Bryant; thence West a distance of 147.71 feet; thence North a distance of 105.0 feet; thence West a distance of 106.0 feet, more or less, to the East right of way line of said Highway 20.5 feet, more or less, to the Southwest corner of said property as described in Fee No. 88-0303, Records of Columbia County, Oregon; thence East a distance of 253.2 feet to the true point of beginning.

EXCEPTING THEREFROM that tract of land conveyed to Allen M. Anderson et ux by deed recorded September 10, 1992 in Fee No. 92-6521, Records of Columbia County, Oregon.

PURCHASE AND SALE AGREEMENT

Dated: _____, 2019

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

AND LOREN AND DESENIA GOODWIN (“Buyer”)

Collectively, the “Parties.”

RECITALS

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

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Scappoose, Oregon, having Tax Map ID No. 4N2W20-00-00800 and Tax Account No. 8569 (the “Property”), by deed recorded as document number 2013-8254 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on May 22, 2019, with a minimum bid of \$124,790.00, 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 \$40,000.00, an amount exceeding 15% of the 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 \$40,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before June 22, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$4,014.50, 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.
 - 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 July 31, 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

FOR BUYER:
Loren and Desenia Goodwin
29266 Hale Rd.

230 Strand, Room 330
St. Helens, OR 97051
Phone No: 503-397-3839

Scappoose, OR 97056
Phone No.: 971-235-5432

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

APPROVALS

FOR BUYER:

Jon Goodwin

Loren Goodwin

Desenia Goodwin

Desenia Goodwin

Date: 6/21/19

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. 8569
Map

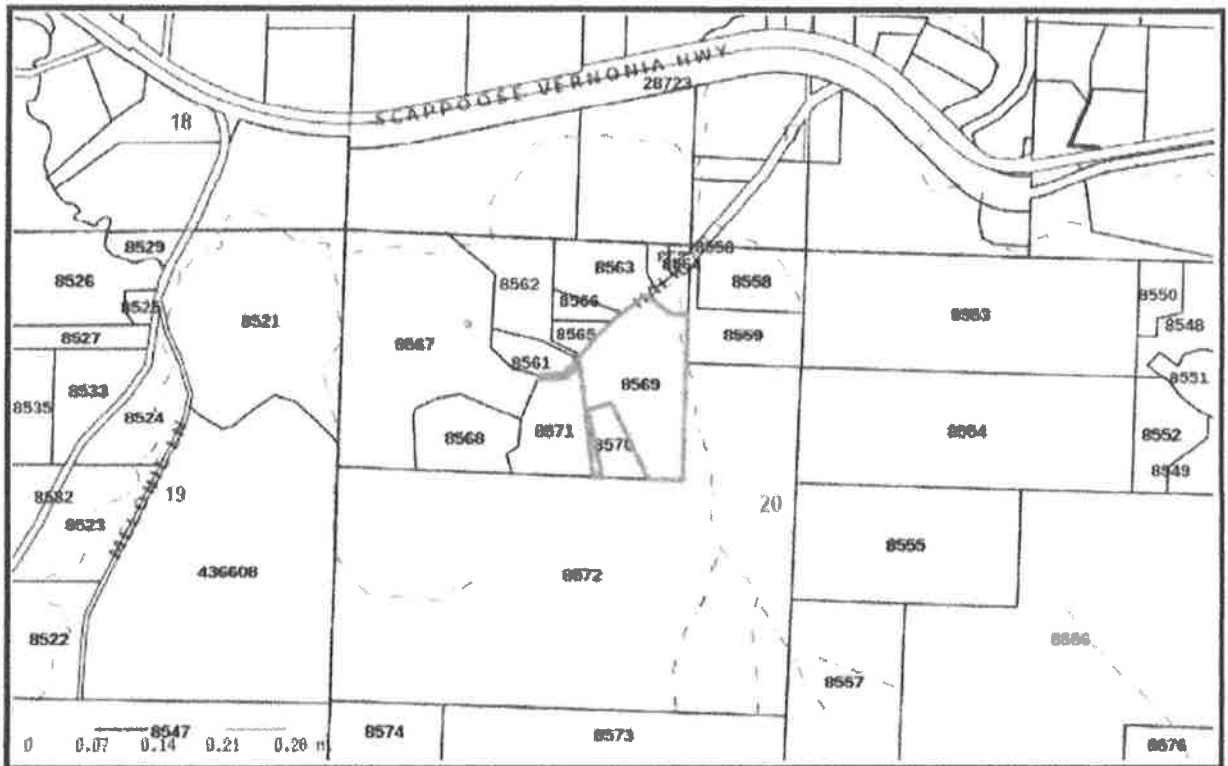


EXHIBIT B**AFTER RECORDING, RETURN TO GRANTEE:**

Loren and Desenia Goodwin
29266 Hale Rd.
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 Loren and Desenia Goodwin, Husband and Wife, 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. 4N2W20-00-00800 and Tax Account No. 8569, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$40,145.00.

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. 47-2019 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

EXHIBIT A
Legal Description for Map ID No 4N2W20-00-00800 and
Tax Account No. 8569

All that property in Section 20, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon and described in Contract recorded July 6, 1973 in Book 192, Page 158, Columbia County Deed records, EXCEPTING THEREFROM those parcels conveyed in Deeds recorded August 5, 1975 in Deed Book 202, Page 92, and May 16, 1996 at Fee No. 96-05050, Columbia County records.