

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain County-Owned Real )  
Property Known as Tax Account No. 02-01 )  
5133-044-11600 to Alice J. Pierce and Linda D. Pierce )  
\_\_\_\_\_ )

**AMENDED  
ORDER NO. 17 - 2007**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 02-01 5133-044-11600 , was foreclosed upon for nonpayment of back taxes in *Columbia County v. Carter, F.F. & Grace L., et al.*, Case No. 04-2352, said property listed as Parcel No. 04-018 in said foreclosure proceeding, being more particularly described as:

Lot 6, Block 46, St. Helens, Columbia County, Oregon

WHEREAS, the records of the Columbia County Assessor's Office listed Alice J. Pierce and Linda D. Pierce as the record owners of Parcel No. 04-018 at the time of the foreclosure, and tax statements and notices of foreclosure were sent to the listed record owners; and,

WHEREAS, judgment was entered in *Columbia County v. Carter, F.F. & Grace L., et al.*, Case No. 04-2352, on November 3, 2004, *nunc pro tunc* October 29, 2004, and ownership of said Parcel No. 04-018 was thereafter conveyed to Columbia County, Oregon, by deed recorded in Deed Records of the Columbia County Clerk as Instrument No. 2006 - 14613; and,

WHEREAS, on November 28, 2006, Julie R. Dusek was appointed Conservator and Guardian of Alice J. Pierce, a copy of the Letters of Conservatorship/Guardianship being attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, on January 2, 2007, Julie R. Dusek and Vickie I. Warren were appointed Co-Conservators and Co-Guardians of Linda D. Pierce, a copy of the Letters of Co-Conservatorship and Co-Guardianship being attached hereto as Exhibits B and C and by this reference incorporated herein; and

WHEREAS, on December 13, 2006, Julie Dusek requested, by letter to the Board of County Commissioners, that the subject property be reconveyed to Alice Pierce and Linda Pierce, and that she be allowed a period of 90 days in which to make arrangements for the care of Alice Pierce and Linda Pierce and arrange for the payment of the back taxes, current taxes, penalties, interest and fees accrued on the property; a copy of said request being attached hereto as Exhibit D and by this reference incorporated herein; and

WHEREAS, on January 2, 2007, Julie Dusek notified Columbia County that she had secured a buyer for the subject property and requested that the property be reconveyed to Alice Pierce and Linda Pierce in a simultaneous closing whereby the funds to pay the back taxes, current taxes, penalties, interest and fees accrued on the property would be paid through escrow, a copy of said request being attached hereto as Exhibit E and by this reference incorporated herein; and

**AMENDED**

WHEREAS, a copy of the Earnest Money Agreement evidencing the offer on this property is attached hereto as Exhibit F and by this reference incorporated herein; and

WHEREAS, as of February 15, 2007, the total amount due for back taxes, current taxes, interest, penalties and fees on this property is shown on the spreadsheet attached hereto as Exhibit G and by this reference incorporated herein; and

WHEREAS, ORS 275.180 provides that the County, in its discretion, may, without public notice, sell and convey by deed signed by the Board of County Commissioners to the record owner any property acquired by the county for delinquent taxes for not less than the amount of taxes and interest accrued and charged against such property at the time of purchase by the county with interest thereon at the rate of six percent per annum from the date of such purchase;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

(1) The Board of County Commissioners of Columbia County agrees to sell and convey by quitclaim deed the property referred to as Tax Account No. 5133-044-11600 to Alice J. Pierce and Linda D. Pierce for the amount due on back taxes, current taxes, penalties, interest and fees at the time of closing, plus \$45 in recording and handling fees, payment of which is to be taken out of the proceeds from the concurrent sale of the property; and,

(2) A quitclaim deed, a copy of which is attached hereto as Exhibit H and incorporated herein by this reference, reconveying the property to Alice J. Pierce and Linda D. Pierce shall be signed by this Board and recorded in the records of the County Clerk without cost.

DATED this 14 day of February, 2007.

[Note: amendment necessary to correct scrivener's error.]

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Chair

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

By: [Signature]  
Commissioner

Approved as to form

By: [Signature]  
Office of County Counsel

S:\COUNSEL\LANDS\5133-044-11600\ORD RECONVEY AMD.wpd

AMENDED

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COLUMBIA

FILED  
STATE OF OREGON  
COLUMBIA COUNTY COURTS

06 NOV 29 PM 3:19

TRIAL COURT ADMINISTRATOR

Probate Department

Conservatorship of ALICE J. PIERCE

06-7092P

BY

LETTERS OF  
CONSERVATORSHIP/  
GUARDIANSHIP

State of Oregon )  
County of Columbia ) ss.

By these Letters of Conservatorship/Guardianship be informed that on NOVEMBER 28, 2006, the Circuit Court, Columbia County, State of Oregon, appointed JULIE R. DUSEK conservator/guardian of the estate of ALICE J. PIERCE and that the named conservator/guardian has qualified and has the authority and duties of conservator/guardian of the estate of the named protected person as provided by law.

Limitations:

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the court on November 28, 2006.



Trial Court Administrator

By: [Signature]

Clerk of the Court

State of Oregon )  
County of Columbia ) ss.

I, Clerk of the Circuit Court of the State of Oregon for Columbia County, hereby do certify that the foregoing copy of Letters of Conservatorship/Guardianship have been by me compared with the original letters on file and of record in my office and in my custody in the above entitled matter; that said copy is a true and correct transcript of said original and of the whole thereof and that the said Letters are now in full force and effort.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court this 30 day of November, 2006.



Trial Court Administrator

By: [Signature]  
Clerk of the Court

Letters of Conservatorship  
July 1999

COLUMBIA COUNTY  
NOV 30 2006  
COUNTY COUNSEL

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COLUMBIA

Probate Department

Conservatorship of LINDA D. PIERCE

06-7104P  
LETTERS OF  
CO- CONSERVATORSHIP

State of Oregon )  
County of Columbia ) ss.

*By these Letters of Conservatorship* be informed that on DECEMBER 29, 2006, the Circuit Court, Columbia County, State of Oregon, appointed JULIE R. DUSEK AND VICKIE I. WARREN Co-conservators of the estate of LINDA D. PIERCE and that the named Co-conservators have qualified and have the authority and duties of Co-conservators of the estate of the named protected person as provided by law.

*Limitations:*

*In Testimony Whereof*, I have hereunto subscribed my name and affixed the seal of the court on January, 2007.



Trial Court Administrator

By R. R. Schick  
Clerk of the Court

State of Oregon )  
County of Columbia ) ss.

I, Clerk of the Circuit Court of the State of Oregon for Columbia County, hereby do certify that the foregoing copy of Letters of Conservatorship has been by me compared with the original letters on file and of record in my office and in my custody in the above entitled matter; that said copy is a true and correct transcript of said original and of the whole thereof and that the said Letters are now in full force and effort.

*In Testimony Whereof*, I have hereunto set my hand and affixed the seal of said court this 2nd day of January, 2007.



Trial Court Administrator

By R. R. Schick  
Clerk of the Court

Letters of Conservatorship  
July 1999

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COLUMBIA

Probate Department

Guardianship of LINDA D. PIERCE

06-7104P  
LETTERS OF  
CO- GUARDIANSHIP

State of Oregon )  
County of Columbia ) ss.

*By these Letters of Guardianship* be informed that on DECEMBER 29, 2006, the Circuit Court, Columbia County, State of Oregon, appointed JULIE R. DUSEK AND VICKIE I. WARREN Co-guardians for LINDA D. PIERCE and that the named Co-guardians have qualified and have the authority and duties of Co-guardians for the named protected person as provided in the order appointing the Co-guardians, a copy of which is attached to these letters.

*In Testimony Whereof*, I have hereunto subscribed my name and affixed the seal of the court at my office this 2nd day of January, 2007.

Trial Court Administrator

By: [Signature]  
Clerk of the Court



State of Oregon )  
County of Columbia ) ss.

I, Clerk of the Circuit Court of the State of Oregon for Columbia County, hereby do certify that the foregoing copy of Letters of Guardianship has been by me compared with the original letters on file and of record in my office and in my custody in the above entitled matter; that said copy is a true and correct transcript of said original and of the whole thereof and that the said Letters are now in full force and effect.

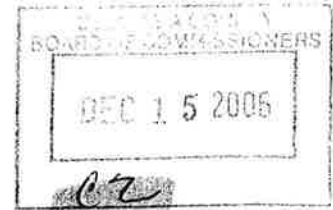
*In Testimony Whereof*, I have hereunto set my hand and affixed the seal of said court this 2nd day of January, 2007.

Trial Court Administrator

By: [Signature]  
Clerk of the Court



Letters of Guardianship  
July 1999



Julie Dusek  
13775 SW Larch Place, #19  
Beaverton, OR 97005

December 13, 2006

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

Re: Linda Pierce, and Alice Pierce Foreclosure at 254 North 6<sup>th</sup> Street, St. Helens, Oregon

Dear Columbia County Commissioners:

I am the court-appointed Guardian/Conservator for my cousin and aunt, Linda Pierce (cousin) and Alice Pierce (aunt). It is my understanding that Columbia County has just completed the foreclosure of the Pierce home on North Sixth Street in St. Helens. I further understand it is possible for Columbia County to resell the home to the Pierce's for approximately \$11,000 in taxes, fees and penalties. On behalf of my charges, I request that the county agree to resell the home, provided I can make the necessary arrangements within the next 90 days.

During these 90 days, I must arrange permanent homes and medical care for my aunt and cousin. I must also place their home for sale, arrange for the disposal or transfer of their personal belongings, attend to their needs during this transition and maintain my existing full-time job. If it is necessary for someone to attend one of your meetings to speak on behalf of this petition, I would like to request that you allow Jim Tierney to do that on my behalf. In working with Community Action Team over the last two weeks, Mr. Tierney has helped me formulate this request and plan for the disposal of the property on North Sixth. If his appearance on our behalf is consistent with your rules, it would be a Godsend for me.

Thank you for your time.

Sincerely,

Julie Dusek

January 2, 2007

Julie R. Dusek  
13775 SW Larch Place, #19  
Beaverton, OR 97005

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

Re: Linda Pierce and Alice Pierce - Foreclosure at 254 N. 6<sup>th</sup> Street, St. Helens, Oregon

Dear Columbia County Commissioners:

As Guardian/Conservator for my aunt and cousin, Linda and Alice Pierce, I have negotiated a sale of their home at 254 North Sixth Street in St. Helens. I have made these arrangements with the understanding that the county might consider reselling the home to the Pierces, provided that their back taxes, fees and other expenses resulting from the foreclosure on the Pierce's home are satisfied. If the county agrees to the resale, I understand the total payment required would be \$12,215.83 (per County Counsel). We, Jim Tearney from Community Action Team, and myself, previously held discussions with John Knight, County Counsel, about structuring a resale between the county and the Pierces in the same closing where the Pierces would sell the property to a third party. We understand that such a sale could be acceptable to the county. I negotiated the current offer to purchase the Pierce's home based on such a closing arrangement. The terms of the sale will allow a closing by January 31, 2007. I have enclosed a copy of that agreement.

I hope you understand how 'desperate' I am feeling to resolve this, as the funds are gone to take care of them, which were very limited from the beginning. My aunt is now living at Meadow Park Care Facility where she is doing well and her financial arrangements are taken care of. However, I have not been able to move my cousin out of the house because of various circumstances. I have enrolled her in Medicaid and had an appointment with Social Security this morning but their office cancelled due to closure of their office to honor Gerald Ford's funeral. I have to reschedule. One of my stumbling blocks, in getting help for my cousin, is that she has no health insurance until the Medicaid is complete and she is penniless. Through the help of SDSO, we have an appointment this coming Friday, January 5, 2007 with a psychiatrist for Linda for a formal evaluation. I totally believe that a lot of the lack of cooperation from hospitals, etc., is because there is no money to pay for her treatment. I am pleading that you will let this transaction take place as I feel that right now, the money it would bring forth is the only way to find a safe place for her to live and get the treatment she needs. It will take a month or two for her Social Security to start coming in and I DO NOT HAVE THAT LONG TO FIND HER A PLACE TO LIVE! Linda does not understand any of this and when her time is up in the home, SHE WILL BE HOMELESS.

It is difficult for me to get to St. Helens during business hours, therefore, if you will agree, I would appreciate if I can send Jim Tierney, of Community Action Team, as my representative to work with you and the County Counsel to arrange the necessary details of closing the transaction.

Thank you so much for anything you can do to help in this unfortunate situation.

Sincerely,

Julie R. Dusek

Jan 10 07 07:23P Connie Stclair-Matthews 503-397-3002 p.5



Safe Agreement # 11727471

PROMISSORY NOTE FOR EARNEST MONEY

Buyer(s)	TIM TUBRA
Seller(s)	
Property Address	284 North 9705-1

Buyer(s): TIM TUBRA jointly and severally promise to pay to (select only one payee):

- Real Estate Firm: \_\_\_\_\_
- Seller(s): \_\_\_\_\_

the sum of \$ 1,000 one thousand dollars

- 1) Upon redemption of this promissory note, funds shall be made payable to \_\_\_\_\_
- 2) This Note is due and payable (select only one due date):
  - 3 days after mutual acceptance of the Real Estate Sale Agreement;
  - on or before \_\_\_\_\_
- 3) If this Note is not paid when due, Buyer(s) shall pay interest at the rate of ten percent (10%) per annum on the unpaid balance from the due date until it is paid in full. BUYER(S) UNDERSTAND(S) THAT TIME IS OF THE ESSENCE, AND THAT THE FAILURE TO PAY THIS NOTE WHEN DUE, MAY CONSTITUTE A DEFAULT UNDER THE REAL ESTATE SALE AGREEMENT WITH SELLER.
- 4) If Real Estate Firm is named as the payee of this Note, and Note is not paid when due, Buyer(s) hereby consent(s) to Real Estate Firm assigning and transferring it to Seller(s) for all purposes including collection.
- 5) This Note is hereby incorporated into and made a part of the Real Estate Sale Agreement between Seller(s) and Buyer(s). In the event of any dispute between said parties, the mediation, arbitration and attorney fee provisions therein shall expressly apply.
- 6) If payment is not made on or before the due date, Buyer(s) understand that Principal Broker is instructed by Seller(s) to promptly assign and transfer this Note to Seller(s), without recourse, and for all purposes, including collection. It is expressly understood and agreed that neither Principal Broker nor Principal Broker's Firm, its owners, officers or directors, licensees, employees or representatives shall have any duty (fiduciary or otherwise), responsibility or liability to Seller(s) to enforce collection of the Note, nor for any fees or costs associated therewith.

Buyer Tim Tuba Date 12-30-06 ← Seller Julie R. Duets, Guardian/Conservator for Alke Purce/Linda Purce Date 1-1-07 ←  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Vickie G. Warren Date 1-1-07 ←

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE & DATE  
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Principal Broker's  
 Initials & Date





Sale Agreement #

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:
(1) Connie StClair (Name of Selling Licensee) of John L. Scott (Name of Real Estate Firm) is the agent of (check one): [ ] The Buyer exclusively, [ ] The Seller exclusively ("Seller Agency"), [X] Both the Buyer and the Seller ("Disclosed Limited Agency").
(2) Connie StClair (Name of Listing Licensee) of John L. Scott (Name of Real Estate Firm) is the agent of (check one): [ ] The Seller exclusively, [X] Both the Buyer and the Seller ("Disclosed Limited Agency").
(3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and the Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of the Agreement or any terms therein.

Buyer [Signature] Print TIM TOBRA Date 12-30-06
Buyer [Signature] Print [Signature] Date [Signature]
Seller Julie R. Dusek - G/C for Alice Pinner Print Julie R. Dusek Date 1-1-07
Seller Vickie I. Warren and Linda Pinner Print VICKIE I. WARREN Date 1-1-07

RESIDENTIAL REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing.

1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Seller's and Buyer's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated. The Licensee(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement, except as may be applicable in Sections 35, 36, 37, 41, and 44, below. Unless otherwise provided herein: (1) Time calculated in days after the date Seller and Buyer have signed this Agreement shall start on the first full business day after the date that the last party has signed accepting this Agreement, including counteroffer(s), if applicable; (2) Written notices required or permitted under this Agreement to be delivered to Seller or Buyer may be delivered to their respective Licensee with the same effect as if delivered to that Seller or Buyer; (3) A "business day" shall mean and include Monday through Friday, except recognized legal holidays as enumerated in ORS 187.010 and 187.020.

2. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Tim ToBRA Vickie I. Warren offers to purchase from Seller (print name(s)) Julie R. Dusek - G/C for Alice Pinner/Linda Pinner the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Columbia and commonly known or identified as (insert street address, city, zip code, tax identification number, and/or lot-block description, etc.) 2574 N 60th 97051

(Seller and Buyer agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.) for the purchase price (in U.S. currency) of \$ 76,000

on the following terms: Earnest money herein receipted for \$ 1,000 as additional earnest money, the sum of \$ 0 at or before closing, the balance of down payment \$ 0 at closing and upon delivery of [X] DEED [ ] CONTRACT the sum of (Lines B, C, D and E should equal Line A) \$ 69,000

Payable as follows (Describe details of any loan(s) to be obtained): For additional details, see Addendum Subject to Buyer's vicwils here + inspection Buyers have 10 days after sellers acceptance. All cash at closing.

3. BUYER REPRESENTATIONS/LOAN CONTINGENCY: As of the date of signing this Agreement, Buyer has sufficient funds available to close this transaction in accordance with the terms proposed herein, and is not relying on any contingent source of funds (e.g. from loans, gifts, sale or closing of property, 401K disbursements, etc.), unless otherwise disclosed in this Agreement. IF A NEW LOAN IS REQUIRED, THIS TRANSACTION IS SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN AND THE LENDER'S APPRAISAL BEING NOT LESS THAN THE PURCHASE PRICE. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Buyer agrees to make written loan application not later than \_\_\_ business days (three (3) if not filled in) after

Buyer Initials [Signature] Date 12-30-06 Seller Initials [Signature] Date 1-1-07

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



Sale Agreement # 1927421

the date Seller and Buyer have signed this Agreement and thereafter, complete necessary papers, and exert best efforts, including payment of all application, appraisal and processing fees, in order to procure the loan. Buyer authorizes lender to provide non-confidential information to Listing and Selling Licensees regarding status of the loan. If Property is located in a designated flood zone, Buyer acknowledges that flood insurance may be required as a condition of the new loan. Buyer is encouraged to promptly verify the availability and cost of property/casualty insurance that will be secured for the Property.

4. ADDITIONAL PROVISIONS: This offer contingent on CoCounty selling the property. For additional provisions, see Addendum Back See H201001A

5. TITLE INSURANCE: Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and the recorded covenants, conditions and restrictions ("the report and CC&Rs") showing the condition of title to the Property. (If not fully understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice. Neither the Listing nor Selling licensees are qualified to advise on specific legal or title issues.) Upon execution of this Agreement by Seller and Buyer, Seller will, at Seller's sole expense, promptly order the report and CC&Rs from an Oregon title insurance company and furnish them to Buyer. Upon receipt of the report and CC&Rs, Buyer shall have \_\_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report and CC&Rs which is/are unacceptable to Buyer ("the objections"). Buyer's failure to timely object, in writing, to any matters disclosed in the report and/or CC&Rs shall constitute acceptance of the report and/or CC&Rs. Provided, however, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 6 below. If, within \_\_\_ business days (five [5] if not filled in) following receipt of the objections, if any, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall be promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

6. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative or trustee's deed, where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property, covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 5 above.

7. FIXTURES: All fixtures, including remote controls and essential related equipment, are to be left upon the Property. Fixtures shall include but not be limited to: Built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT:

No exceptions

8. PERSONAL PROPERTY: The following personal property, in "AS-IS" condition and at no stated value is included:

Any Appliances currently at home new

9. ALARM SYSTEM:  NONE  OWNED  LEASED. If leased, Buyer  will  will not assume the lease at closing. Approximate monthly lease payment is \$ \_\_\_\_\_

10. SELLER REPRESENTATIONS:

(1) The above dwelling is connected to (check all that apply):  a public sewer system;  an on-site sewage system;  a public water system;  a private well. (2) At the earlier of possession or closing date, the dwelling will have one or more operating smoke alarms or smoke detectors as required by law (See, http://www.sfm.state.or.us). (3) Seller has no knowledge of any hazardous substances on the Property other than substances (if any) contained in appliances and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential housing and may exist in the Property. (4) Seller knows of no material structural defects. (5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the yard, will be in substantially its present condition at the time Buyer is entitled to possession. (6) Seller has no notice of any liens to be assessed against the Property. (7) Seller has no notice from any governmental agency of any violation of law relating to the Property. (8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in Section 25 below. (9) Seller agrees to promptly notify Buyer if, prior to closing, Seller receives actual notice of any event or condition which could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect. These representations are based upon Seller's actual knowledge. Seller has made no investigations. Exceptions to items (1) through (9) are: \_\_\_\_\_

Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither the Listing nor Selling Licensees shall be responsible for conducting any inspection or investigation of any aspects of the Property.

Buyer Initials [Signature] Date 12-30-06

Seller Initials GIC by AP/LP [Signature] Date 1-1-07

LINE WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



Sale Agreement # 1757421

11. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law. 119-123

12. PRIVATE WELL: If applicable, Seller represents that the private water well located on or serving the Property has provided an adequate supply of water throughout the year for household use. To the best of Seller's knowledge, the water is fit for human consumption and the continued use of the well and water is authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other representation is made concerning the water supply and well except as expressly stated in this Agreement. If the well provides water for domestic purposes, upon Seller's acceptance of Buyer's offer, Seller, at Seller's expense, will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon Health Division. Upon receipt, Seller shall promptly submit the test results to the Oregon Health Division and Buyer. At Buyer's expense, Buyer may have the well water tested for quantity or quality by a qualified tester, and obtain a written report of such test(s), showing the deficiencies (if any) in the well and the standards required to correct the deficiencies, all within business days (seven [7] if not filled in) after the date Seller and Buyer have signed this Agreement. If the written report of any test made by Seller or Buyer shows a substantial deficiency in quantity or quality of the water, Buyer may terminate this transaction by delivering written notice of termination, together with a copy of the test report, to Seller or the Listing Licensee within twenty-four (24) hours after the receipt by Buyer of the written test report unless, within twenty-four (24) hours after delivery of notice of termination, Seller agrees in writing to correct the deficiencies shown on the report. Any report obtained by Buyer will show what deficiencies, if any, are substantial. In the event any wells located upon the Property are not currently registered with the applicable governmental agency, Seller agrees to assist Buyer, at Buyer's sole expense, in registering them. The preceding sentence shall survive closing of this transaction. For additional well provisions, see Addendum. 124-139

13. INSPECTIONS: Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s), relating to such matters as structural condition, soil condition/compaction, stability, environmental issues, survey, zoning, operating systems, and suitability for the Buyer's intended purpose. Neither the Listing nor Selling Licensees are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at "http://www.oregonrealors.org" or at "http://www.rea.state.or.us". 140-145

(CHECK ONLY ONE)

[X] PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or removal of any portion of the Property. Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have business days (ten [10] if not filled in), after the date Seller and Buyer have signed this Agreement, (hereinafter "the Inspection Period") in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval of the property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. 146-160

[ ] SEE ATTACHED ADDENDUM REGARDING ALTERNATIVE INSPECTION PROCEDURES. (USE OREGON PROFESSIONAL INSPECTION ADDENDUM FORM #058 OR OTHER INSPECTION ADDENDUM.) 161-163

[ ] BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer acknowledges that Buyer has been given an opportunity to have the Property fully inspected. Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and elects to waive the right to have any inspections performed as a contingency to the closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk. 164-168

14. LEAD-BASED PAINT INSPECTION: If the Property was constructed before 1978, a Lead-Based Paint Disclosure Addendum (hereinafter "the Disclosure Addendum") shall be signed by Seller, Buyer and Listing and Selling Licensees, and made a part of this Sale Agreement. After reading the section below, Buyer should check the accompanying box if Buyer intends to conduct a risk assessment or inspection. 169-173

[ ] Buyer shall have calendar days (ten [10] if not filled in), hereinafter referred to as "the Lead-Based Paint Inspection Period," within which to conduct said assessment or inspection. The Lead-Based Paint Inspection Period shall commence when Buyer signs the Disclosure Addendum. During the Lead-Based Paint Inspection Period, Buyer shall not become obligated under this Sale Agreement. Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint Inspection Period and receive a prompt return of all earnest money deposits. Buyer understands that the failure to give timely written notice of cancellation shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards. 174-181

Buyer Initials [Signature] Date 12-30-06

Seller Initials [Signature] Date 1-1-07

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



Sale Agreement # 112142

- 15. ESCROW: This transaction shall be closed at TICOR ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Seller and Buyer, unless Buyer is financing through Federal VA, in which case Seller shall pay all escrow costs. 182
- 16. CLOSING: TIME IS OF THE ESSENCE. Closing shall occur on a date mutually agreed upon by Seller and Buyer, but in no event later than 1/31/07 ("the Closing Deadline"). The terms "closed", "closing" or "closing date" shall mean when the deed or contract is recorded and funds are available to Seller. Seller and Buyer acknowledge that for closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. 183-189
- 17. POSSESSION: Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the Property to Buyer (check one):  by 5:00 p.m. on the closing date;  by  a.m.  p.m.  days after the closing date;  by  a.m.  p.m. on the  day of . If a tenant is currently in possession of the Property (check one):  Buyer will accept tenant at the closing date;  Seller shall have full responsibility for removal of tenant prior to closing date. 190-195
- 18. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one only)  the closing date;  date Buyer is entitled to possession; or . 196-199
- 19. SELLER POSSESSION AFTER CLOSING: In the event that Seller and Buyer have agreed that Seller will deliver possession after the closing date, Seller shall pay as consideration \$\_\_\_\_\_ per day for each day after closing that Seller remains in possession of the Property. Such payment shall be made by Seller through Escrow at the time of closing and no landlord-tenant relationship shall be created thereby, so long as Seller's possession does not exceed 90 days after the date of closing. See attached Addendum \_\_\_\_\_ if applicable. 200-204
- 20. UTILITIES: Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel then on premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of escrow. 205-207
- 21. INSURANCE: Seller shall keep the Property fully insured until closing. 208
- 22. ESCROW DEPOSIT: Escrow is hereby instructed by Seller and Buyer as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Seller and Buyer, set up an escrow account and proceed with closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between Seller and Buyer), subject only to Section 37 below, you are to hold all earnest money deposits until you receive written instructions from Seller and Buyer, or a final ruling from a court or arbitrator, as to disposition of such deposits. 209-216
- 23. EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement; or (2) Seller approves this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer. If Seller signs this Agreement and title is marketable; and (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein. 217-228
- 24. BINDING EFFECT/CONSENT: This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller. 229-231
- 25. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA. If Seller is a foreign person as defined by FIRPTA, Seller and Buyer instruct Escrow to take all necessary steps to comply therewith. 232-239
- 26. APPROVED USES: 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 240-243

Buyer Initials YS Date 12-30-06

Seller Initials YC NKD Date 01-01-07  
GIC BOT AP/EP

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Sale Agreement # 1727421

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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505, ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF SALE OR TRANSFER OF THIS PROPERTY.

27. IRC 1031 EXCHANGE: In the event Seller or Buyer elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the closing of this transaction.

28. LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one)  is  is not specially assessed for property taxes (e.g. farm, forest or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of the Seller's actions prior to closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Seller shall be responsible for and shall pay at or before closing all deferred and/or additional taxes and interest which may be levied against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Seller's or Buyer's available remedies or damages arising from a breach of this Section 28.

29. ADDITIONAL LAND SALE CONTRACT/TRUST DEED/MORTGAGE PROVISIONS: If this transaction is to include a land sale contract, trust deed or mortgage to be carried back by Seller, Buyer and Seller shall agree upon the terms and conditions of such document not later than \_\_\_ business days (ten [10] if not filled in) after the date Seller and Buyer have signed this Agreement. Upon failure to reach such agreement within said time period, this transaction shall be terminated, and all earnest money shall be promptly refunded to Buyer.

DISPUTE RESOLUTION INVOLVING SELLER AND BUYER ONLY

30. DISPUTE RESOLUTION BETWEEN SELLER AND BUYER: Seller and Buyer agree that all claims, controversies and disputes between them, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance with the procedures set forth herein, which shall expressly survive closing or earlier termination of this Agreement. Provided, however, the following matters shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; or (2) a forcible entry and detainer action (eviction). The filing in court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures specified herein.

31. SMALL CLAIMS BETWEEN SELLER AND BUYER: Notwithstanding the following Sections, Seller and Buyer agree that all Claims between them that are within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

32. MEDIATION BETWEEN SELLER AND BUYER: If Seller or Buyer were represented in this transaction by a Licensee whose principal broker is a member of the National Association of REALTORS®, all Claims between Seller and Buyer shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation program (collectively "The System"). Provided, however, if the Licensee's principal broker is not a member of the National Association of REALTORS®, or the System is not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation pursuant to: (1) the special mediation program administered by Arbitration Service of Portland for the mediation of Claims in those geographic areas where the System is not available through the principal broker's Association of REALTORS®, or (2) any other impartial private mediator(s) or program(s) providing such service in the county where the Property is located, as selected by the party first filing for mediation.

33. ARBITRATION BETWEEN SELLER AND BUYER: All Claims between Seller and Buyer that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Seller or Buyer may file Claims either with Arbitration Service of Portland ("ASP") or, alternatively, with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative service also uses arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the county where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE

Buyer Initials [Signature] Date 12-30-06

Seller Initials [Signature] Date 1-1-07

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Sale Agreement # 1720421

NEUTRAL ARBITRATORS AND YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

34. ATTORNEY FEES IN CLAIMS BETWEEN SELLER AND BUYER: The prevailing party in any suit, action or arbitration (excluding those Claims filed in Small Claims Court) between Seller and Buyer shall be entitled to recovery of all reasonable attorney fees and costs and disbursements as defined in ORCP 68 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was available to the Seller or Buyer when the Claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

35. SMALL CLAIMS COURT AND ARBITRATION: All claims, controversies or disputes relating to this transaction in which a Licensee or Firm identified in the Final Agency Acknowledgment Section above, is named as a party, shall be resolved exclusively as follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of arbitration or litigation in any other forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through final and binding arbitration using the arbitration selection process described in Section 33, above. This Section 35 shall be in lieu of litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at any time, but shall not be required to do so under this Section 35. This Section 35 shall not apply to those matters in which: (a) The claim, controversy or dispute is exclusively between Realtors® and is otherwise required to be resolved under the Professional Standards Arbitration provisions of the National Association of REALTORS®; (b) The Licensee or Firm has agreed to participate in alternative dispute resolution in a prior written listing, service or fee agreement with the Seller or Buyer, or (c) The Licensee or Firm is the Seller or Buyer in this transaction (in which case, Sections 30-34 shall apply). This Section 35 shall expressly survive closing or earlier termination of this Agreement. As to any claim, controversy or dispute in which such Licensee or Firm is named as a party, this Section 35 shall, where applicable, be in lieu of, replace and supercede the alternative dispute resolution and attorney fee provisions of sections 30-34 above.

36. RECEIPT FOR EARNEST MONEY: The undersigned Selling Firm acknowledges receipt of earnest money (which Selling Firm agrees to handle as provided below) from Buyer in the sum of \$2000 evidenced by (check one)  CASH  CHECK  PROMISSORY NOTE payable as follows: to be redeemed 2 days after acceptance  Other Form of Earnest Money.

37. EARNEST MONEY INSTRUCTIONS: Buyer instructs the undersigned Selling Firm to handle the earnest money as follows (check all that apply):  Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter offers, after which time deposit it as provided herein within three (3) banking days.  Deposit any earnest money funds redeemed under a promissory note with TICOP  Deposit it in the Selling Firm's client trust account, and thereafter/or  Deposit with Escrow. In the event the earnest money is deposited in the Selling Firm's trust account or with escrow (collectively "the Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified public benefit corporation for distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant to ORS 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on earnest money so deposited shall be transferred in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the disposition of earnest money deposits. SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

Selling Firm THOMAS SCOTT Selling Licensee Signature [Signature]  
Office Address 33548 SW Edmond Hill Suite 120 Phone 503-347-4855  
Scot or 97056

38. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure Statement ("the Statement"), or (b) at any time before closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from Seller before closing. Buyer may waive the right of revocation if done so in writing.

Seller authorizes the Listing Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

39. COUNTERPARTS/DELIVERY: This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy, telefax, carbon or carbonless copy of a signed original of this Agreement shall be treated the same as delivery of the original.

40. AGREEMENT TO PURCHASE: BUYER acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that Buyer has not received or relied upon any oral or written statements, made by Seller or any Licensee, which are not expressly contained in this Agreement. Neither Seller nor any Licensees warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material

Buyer Initials [Signature] Date 12-30-06

Seller Initials [Signature] Date 1-1-07  
OTC for AP/LP

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



Sale Agreement # 1720421

consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of TIM TUBRA. This offer shall automatically expire on (insert date) 1-4-07 at 5 p.m. (the Offer Deadline), if not accepted within that time.

Buyer TIM TUBRA Date 12-30-06 11 a.m. Address PO BOX 413 BANKS OR. 97106 Phone Home 503-396-2655 Work E-mail Fax

NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

This offer was submitted to Seller for signature on the 31 day of Dec at 10 a.m. By [Signature] (Licensee presenting offer)

41. AGREEMENT TO SELL/PAY COMMISSION: Seller accepts this offer. At the time of closing, Seller agrees to pay in U.S. dollars to the Selling Firm or, if this is a co-op transaction, to the Listing Firm, the sum of \$3,500.00 for professional real estate services rendered in this transaction.

Seller Julie R. Dusek - G/C for Julie Pierce/Banks Pierce Date 1-1-07 9:30 a.m. Seller Vicki Warren Date 1-1-07 a.m. Address 13775 SW Ranch Place, #19, Beaverton, OR 97005 Zip 97005 Phone Home 503-708-2251 Work 503-641-0545 E-mail julie\_jd Fax

42. REJECTION/COUNTER OFFER: SELECT ONE [ ] Seller does not accept the above offer, but makes the attached counter offer; [ ] Seller rejects Buyer's offer without a counter offer.

Seller Date a.m. p.m. Seller Date a.m. p.m. Address Zip Listing Firm Main Office Address Phone FAX Listing Firm Principal Broker Initials/Date Selling Firm Principal Broker Initials/Date

43. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response is an acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 40 above, Buyer (select only one) [ ] agrees [ ] does not agree, to be bound thereby.

Buyer Date a.m. p.m. Buyer Date a.m. p.m.

44. CO-OP TRANSACTION: Selling Firm [Signature] Selling License [Signature] Listing Firm [Signature] Listing Licensee [Signature] Selling Firm to receive: (select one) 2.25 % of purchase price or \$ Listing Firm Main Office Address Phone FAX Listing Firm Principal Broker Initials/Date Selling Firm Principal Broker Initials/Date

Buyer Initials [Signature] Date 12-31-06

Seller Initials [Signature] Date 1-1-07

**Foreclosure Reconveyance Worksheet**

Computation of Amount Required for Reconveyance:

Name: **PIERCE ALICE J & PIERCE LINDA D**  
 Account: **5N1W33-DD-11600**

**CASE NO** 04-2352  
**NUMBER** 04-018  
**ACCOUNT#** 13692

(cash or certified check only)

Date Calculation: 12/13  
**PAYMENT DATE** 02/15

1 Principal delinquent taxes as shown on foreclosure list	\$4,585.34
2 Interest through <u>10/29/04</u> as shown on foreclosure list	\$1,628.49
3 <b>TOTAL (Judgment &amp; Decree)</b>	<b>\$6,213.83</b>
4 Penalty (5% of line 3)	\$310.69
5 Number of days in foreclosure x interest at 9% per annum	\$1,283.95
6 Title Search Fee	\$100.00
7 <b>total amount required</b>	<b>\$7,908.48</b>
	2006 \$1,274.73
	2005 \$1,474.82
	2004 \$1,603.77
<b>9 TOTAL AMOUNT OF PAYMENT DUE</b>	<b>\$12,261.80</b>

<b>Redemption Date:</b>	<b>10/31</b>
Date of Judgmt & Decree:	10/29
# of days in year:	
	2007 45
	2006 365
	2005 365
	2004 63
<b>Total Days:</b>	<b>838</b>

Interest Calculation					
As of 10/29/04				Int Apport @ 9%	Int to replace Plc
Tax Yr	Tax	Interest	Tax due w Int		
2003	1,191.59	142.99	1,334.58	275.76	418.75
2002	1,149.30	321.80	1,471.10	303.97	625.77
2001	1,143.60	503.19	1,646.79	340.28	843.47
2000	1,100.85	660.51	1,761.36	363.95	1,024.46
	<u>4,585.34</u>	<u>1,628.49</u>	<u>6,213.83</u>	<u>1,283.95</u>	<u>2,912.45</u>

EXHIBIT G

BOOK 094 PAGE 874



**GRANTOR'S NAME AND ADDRESS:**

Board of County Commissioners  
for Columbia County, Oregon  
Columbia County Courthouse  
230 Strand, Room 331  
St. Helens, OR 97051

BOOK 394 pg 875

**EXHIBIT H**

**OFFER RECORDING, RETURN TO GRANTEE:**

Alice Pierce and Linda Pierce  
c/o Julie Dusek, Guardian  
13775 SW Larch Place, #19  
Beaverton, OR 97005

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto the ALICE J. PIERCE and LINDA D. PIERCE, hereinafter called Grantees, and unto their heirs, successors and assigns, all its right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, described as follows, to wit: **Tax Account No. 02-01 5133-044-11600.**

The property is more specifically described as Lot 6, Block 46, St. Helens, Columbia County, Oregon.

The true and actual consideration for this conveyance is \$12,308.33.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

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 C.C.C. roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, 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. 17 - 2007 adopted on February 7, 2007, and filed in Commissioners Journal at Book \_\_\_, Page \_\_\_.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_ day of February, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

Approved as to form

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

STATE OF OREGON     )  
                                  )  
County of Columbia    )     ss.

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_ day of February, 2007, by Rita Bernhard, Anthony Hyde and Joe Corsiglia as Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_