

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain County- )  
Owned Real Property Located at 115 South )  
8<sup>th</sup> Street, St. Helens, Oregon, to Alice Kay ) **ORDER NO. 13 - 2015**  
Warner )  
\_\_\_\_\_ )

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 9953 and Tax Map ID No. 4N1W04-AA-06300 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Bergerson, Barbara D. and Fred, et al., Case No. 12-2579*; and

WHEREAS, the Property is more particularly described as:

Lot 13, Block 75, St. Helens, Columbia County, Oregon

And

WHEREAS, general judgment was entered in *Columbia County v. Bergerson, Barbara D. and Fred, et al., Case No. 12-2579*, on October 22, 2012, *nunc pro tunc* October 15, 2012, and ownership of the Property was thereafter conveyed to Columbia County, Oregon, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2014-006859 on October 16, 2014; and

WHEREAS, in November 2014 and thereafter, Alice Kay Warner requested that the property be reconveyed to her; and

WHEREAS, on March 4, 2015, Joel Warner, Alice Warner's son, advised that he had received a loan in order to pay the delinquent taxes, interest, penalties and fees required on the subject Property so that the Property might be reconveyed to Alice Kay Walker; and

WHEREAS, the County has calculated that the amount of \$21,216.61 is needed to cover the delinquent taxes, interest, penalties and fees, said sum being the total amount owed in taxes, interest, penalties and administrative fees as of April 15, 2014; and

WHEREAS, ORS 275.180 provides that the County, in its discretion may at any time without the publication of 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; and

WHEREAS, Alice Warner was the owner of record as reflected in County records prior to tax foreclosure for purposes of ORS 275.180; and

WHEREAS, Alice Warner has offered to make the minimum payment required to be made under ORS 275.180 to purchase the Property; and

WHEREAS, Columbia County will enter into a Purchase and Sale Agreement with Alice Warner, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, and shall issue a quitclaim deed to Alice Warner in the form which is attached hereto as Exhibit A to the Purchase and Sale Agreement, and is incorporated herein by this reference, and the reconveyance shall close in escrow with Ticor Title on April 6, 2015;


NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1) Alice Kay Warner is authorized to purchase the Property referred to as Tax Map ID No. 4N1W04-AA-06300 for the sum of ~~\$2,216,661~~ **\$2,216,661** on or before April 15, 2015; if closing occurs thereafter, interest on said sum shall increase.
- 2) Henry Heimuller, Chair, is authorized to sign the Purchase and Sale Agreement, the Quitclaim Deed, and other documents needed to consummate this sale at closing.

DATED this 8th day of April, 2015.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Henry Heimuller, Chair

By:   
Anthony Hyde, Commissioner

By:   
Earl Fisher, Commissioner

Approved as to form

By:   
Office of County Counsel

PURCHASE AND SALE AGREEMENT

Dated: \_\_\_\_\_, 2015

BETWEEN COLUMBIA COUNTY, a political Subdivision of the State of Oregon ("Seller")

AND ALICE KAY WARNER ("Buyer")

RECITALS

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

WHEREAS, on October 15, 2012, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in St. Helens, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N1W04-AA-06300 and is located at 115 8<sup>th</sup> Street South, St. Helens, Oregon, and more particularly described as:

Lot 13, Block 75, St. Helens, Columbia County, Oregon

(hereinafter, the "Property"); and

WHEREAS, Buyer has continued to possess and occupy the residence located on the Property and has requested that the Property be re-conveyed to her; and

WHEREAS, pursuant to ORS 275.180 the Seller may sell and convey by deed to the record owner any property acquired by the Seller through foreclosure for not less than the amount of taxes and interest accrued and charged against the Property at the time of purchase by the Seller with interest thereon at the rate of six percent per annum from the date of such purchase; and

WHEREAS, Buyer was the owner of record at the time of foreclosure; and

WHEREAS, the Columbia County Board of Commissioners has agreed to re-convey the Property to Buyer upon payment of the equivalent of all back taxes and interest foreclosed upon, plus all penalties, taxes and interest at the rate of six percent per annum assessed since the date of General Judgment due on the date of closing.

AGREEMENT

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

1. Purchase Price. The total purchase price shall be the total of all back taxes, equivalent of back taxes after 2012, and interest accrued against the property as of October 15, 2012, plus all penalties, fees, taxes and interest at the rate of 6 percent per annum from October 15, 2012, through closing. If closing occurs on or before April 15, 2015, the total purchase price shall be \$21,216.61. The purchase price shall be due in cash at closing.

2. Earnest Money. There shall be no earnest money.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Buyer.

A. Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing in substantially the form which is attached hereto as Exhibit A and by this reference incorporated herein. Seller expressly excepts from this conveyance and reserves unto Seller, and to Seller's heirs and assigns, all minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the Property to be conveyed.

B. Buyer shall obtain financing on terms that are acceptable to Buyer in Buyer's sole discretion, which shall be sufficient to pay the purchase price.

These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in her sole discretion. If Buyer has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following on or before the Closing Date:

A. Buyer shall deliver into escrow the purchase price in cash for disbursement as provided herein.

B. Buyer shall deliver into escrow any other funds due to be paid under this Agreement.

C. Sellers' review and approval of the escrow instructions.

D. Buyer agrees to release, defend, indemnify and hold harmless the County, its officers, agents and employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney's fees, that the County, its officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of any property that the County 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, her 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 be merged with the deed.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4 above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

6. Default; Remedies. Nothing in this Agreement is intended to require Buyer or Seller to Close the sale. Buyer and Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. The sale shall be closed as soon as possible but no later than April 6, 2015 (the "Closing Date"). The sale shall close in escrow at the Title Company. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close the transaction in accordance with the terms of this Agreement. At closing, Seller shall convey title to the Property to Buyer by Quitclaim Deed, subject to the Seller's reservation of mineral rights in and to the Property.

8. Closing Costs; Prorates. Buyer shall pay all closing costs, to include the premium for the title insurance policy, the escrow fees charged by the Title Company, and pro-rated taxes, if any.

9. Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing Date.

10. Condition of Property. Seller represents that to the best of its knowledge it has complied with all laws and regulations applicable to its use and sale of the Property and that Seller is not

aware of any violations or pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property, and Seller is not aware of any such violations or any concealed defects in the Property. However, Buyer shall acquire the Property "AS-IS" with all faults and Buyer shall rely on the results of her own inspection and investigation in acquisition of the Property and not upon any representation made by Seller. Risk of loss or damage to the Property shall be Buyer's until closing and Buyer's at and after closing. Buyer acknowledges and agrees that Buyer has been in exclusive possession of the property since September 1985, and is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property. This paragraph shall survive closing and shall not merge with the deed.

Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of her own inspection and investigation in acquisition of the Property.

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. mails, 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.

The notice addresses are as follows:

FOR SELLER:

Board of County Commissioners  
c/o Natural Resource Administrator  
230 Strand  
St. Helens, OR 97051

FOR BUYER:

Alice Warner  
115 May Avenue  
St. Helens, OR 97051

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees.

D. Statutory Disclaimers.

“THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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

195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

If the Property is subject to ORS 358.505, “THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505”.

E. 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 contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants 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. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

G. Buyer’s Representations and Warranties.

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) 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.

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.

H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

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

J. No Third Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer. Buyer shall not be responsible for paying Seller for heating oil (if any) in the tank at date of possession.

FOR SELLER:

FOR COUNTY:

ALICE KAY WARNER

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
[Signature]

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

Dated this \_\_\_\_\_ day of April, 2015.

Dated this \_\_\_\_\_ day of April, 2015.

Approved as to form:

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

**GRANTOR'S NAME AND ADDRESS:**

Board of County Commissioners  
for Columbia County, Oregon  
c/o Natural Resource Administrator  
230 Strand, Room 331  
St. Helens, OR 97051

**EXHIBIT 'A'****AFTER RECORDING, RETURN TO GRANTEE:**

Alice Kay Warner  
115 May Avenue  
St. Helens, OR 97051

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

**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 **ALICE KAY WARNER**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 4N1W04-AA-06300 and Tax Account No. 9953, and more particularly described as follows:

Lot 13, Block 75, St. Helens, Columbia County, Oregon.

The true and actual consideration for this conveyance is \$21,216.61.

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, 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. \_\_\_\_\_ 2015 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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