

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
Located at 56510 Old Portland Road, St. Helens,)
Oregon, to Steven Walter Rice) ORDER NO. 36 - 2015
[Tax Map ID No. 4N1W19-AD-01400])

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 8709 and Tax Map ID No. 4N1W19-AD-01400 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Ayers, William J., et al.*, Case No. 10-2595; and

WHEREAS, the Property is more particularly described as:

PARCEL 1: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet; thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning; and

WHEREAS, the Property is deemed surplus to the County's needs and the highest and best

use is to an adjoining property owner; and

WHEREAS, the County offered the property for sheriff's sale at auction on December 4, 2014, with a minimum bid of \$45,496, and no offers were received; and

WHEREAS, because the Property was not sold at auction on December 4, 2014, pursuant to ORS 275.200, the Property can now be sold by private sale for no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale; and

WHEREAS, on February 24, 2015, Steven Walter Rice, an adjoining property owner, submitted an offer to the County to purchase this parcel in the amount of \$6,824.40, tendering that amount to purchase the Property and the sum of \$65.64 to cover recording and handling fees; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200, the Board finds the offer of Mr. Rice to be a reasonable offer for the property and hereby authorizes the sale of the above-described Property to Steven Walter Rice for \$6,824.40.


2. WHEREAS, the Board of County Commissioners shall enter into a Purchase and Sale Agreement with Steven Walter Rice in substantially the form which is attached hereto as Exhibit 1 and incorporated herein by this reference.


3. The Board of County Commissioners shall execute the Quitclaim Deed in substantially the form which is attached to the Purchase and Sale Agreement as Exhibit A, and by this reference incorporated herein, to convey the Property to Steven Walter Rice for the sum of \$6,824.40, plus recording and handling fees, receipt of which is hereby acknowledged, when the terms and conditions of the Purchase and Sale Agreement have been met.

4. The original Quitclaim Deed shall be recorded in the County Clerk deed records for the sum of \$65.64.

DATED this 1st day of July, 2015.

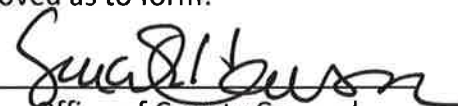
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

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: June 10 , 2015

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

AND **STEVEN WALTER RICE** ("Buyer")

RECITALS

WHEREAS, on October 13, 2010, *nunc pro tunc* October 7, 2010, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ayers, William J., et al., Case No. 10-2595*; and

WHEREAS, on October 8, 2012, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Warren, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N1W19-AD-01400, is located at 56510 Old Portland Road, St. Helens, and is legally described as:

PARCEL 1: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet;

thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning.

(hereinafter, the "Property"); and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of \$45,496, and no offers were received; and

WHEREAS, pursuant to ORS 275.200, the County may sell and convey the Property by private sale for not less than 15% of the minimum bid set for the Property at the Sheriff's sale; and

WHEREAS, the Columbia County Board of Commissioners has agreed 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, on the following terms, the Property.

1. Purchase Price. The total purchase price shall be \$6,824.40.. Payment shall be made by cash, money order or cashier's check, which shall be delivered to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051.
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.

Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing, a copy of which is attached hereto as Exhibit A. 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.

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 occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Seller:

A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of the purchase price plus recording and handling fees in the amount of \$66.00.

B. Buyer shall deliver to Seller a deposit in the amount of Ten Thousand Dollars (\$10,000) to secure performance of Section 11 of this Agreement. The deposit shall be delivered in cash, money order, or cashier's check to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051.

C. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.

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, his 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 Seller to Close the sale. 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 July 2, 2015, (the "Closing Date"). The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. 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. Reserved.

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

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller. Buyer acknowledges and agrees that the Property contains accumulated solid waste, and that the County has not inspected or tested the solid waste or performed other environmental testing. The County makes no representations about the cost to remove the solid waste, or any other environmental liability. Buyer acknowledges and agrees that Buyer is solely responsible for the cost to abate any solid waste accumulation or other cost associated with the Property. This paragraph shall survive closing and shall not merge with the deed.

11. Solid Waste Removal. No later than 90 days from the closing date, Buyer shall remove all accumulated solid waste from the Property, and shall submit proof to the Seller that all solid waste violations associated with the Property have been cured. Proof shall be in the form of a letter from the Columbia County Department of Land Development Services stating that all violations have been cured, delivered to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051. If such proof is submitted within 90 days, Seller will return Buyer's deposit within 14 days of the date proof is delivered. If proof is not delivered within 90 days, Buyer shall be in default in the performance of this Agreement, Seller may enter the premises for purposes of removing any remaining solid waste, and the deposit shall be forfeited to Seller in its entirety. Until proof is delivered, Seller, its officers, agents, and employees, shall have a license to enter upon the property or to cause a contractor to enter upon the property for the purpose of inspection for solid waste violations and for the purpose of removing any remaining solid waste upon twenty-four (24) hours written notice, posted on the property. This paragraph shall survive closing and shall not merge with the deed.

12. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR SELLER:

Board of County Commissioners
c/o Natural Resource Administrator
230 Strand, Room 301
St. Helens, OR 97051

FOR BUYER:

Steven Walter Rice
28963 Huber Road
Scappoose, OR 97056

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. This paragraph shall survive closing and shall not merge with the deed.

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."

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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. Buyer’s 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) 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 BUYER:

FOR COUNTY:

STEVEN WALTER RICE

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

[Signature]

By: _____
Henry Heimuller, Chair

Dated this ____ day of _____, 2015.

Dated this ____ day of _____, 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 301
St. Helens, OR 97051

BOOK 0118 PAGE 8146

AFTER RECORDING, RETURN TO GRANTEE:

Steven Walter Rice
28963 Huber Road
Scappoose, OR 97056

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 **STEVEN WALTER RICE**, 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. 4N1W19-AD-01400 and Tax Account No. 8709, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$6,824.40.

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.
- 4) A perpetual license in favor of Columbia County, Oregon, and its officers, agents and employees, to enter upon the Property for the purpose of inspecting for solid waste violations and for the purpose of removing solid waste. This license shall terminate upon receipt of a letter from the Columbia County Department of Land Development Services stating that all solid waste violations have been cured.

This conveyance is made pursuant to Board of County Commissioners Order No. 36-2015 adopted on the 24th day of June, 2015, and filed in Commissioners Journal at Book 110, Page 8137

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 24th day of June 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Henry Heimuller, Chair

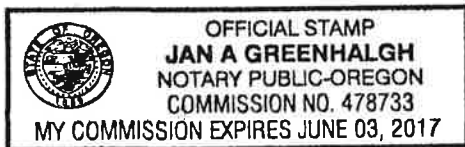
Approved as to form

By: [Signature]
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24th day of June, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.



[Signature]
Notary Public for Oregon

EXHIBIT A

Tax Account No. 8709
Tax Map ID No. 4N1W19-AC-01400

PARCEL 1: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet; thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning.