

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property )  
In Rainier, Oregon, to Richard Bakko, Brenda Cameron ) **ORDER NO. 10 –2016**  
and Richard Hermo Tax Map ID No. 7N2W16DC01300 )

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 18274 and Tax Map ID No. 7N2W16DC01300 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. 2305 Columbia Building, LLC, et al.*, Case No. 13-CV05366; and

WHEREAS, General Judgment was entered in *Columbia County v. 2305 Columbia Building, LLC.*, on January 3, 2014, nunc pro tunc October 3, 2014, and the Property was conveyed to Columbia County on October 21, 2015, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2015-008939; and

WHEREAS, the Property is generally depicted on Exhibit "1" hereto, and specifically described in the Purchase and Sale Agreement (the "PSA"), which is attached hereto as Exhibit "2" and is incorporated herein by this reference; and

WHEREAS, ORS 275.180 provides that the County, in its sole 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 at the rate of six percent per annum from the date of such purchase; and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Twyla Bakko; and

WHEREAS, Twyla Bakko died intestate on March 19, 2013; and

WHEREAS, According to filings in Columbia County Circuit Court No. 14PB02051, Twyla Bakko's heirs were her husband Richard Bakko, and children, Brenda Cameron, and Richard Hermo; and

WHEREAS, Richard Bakko, Brenda Cameron, and Richard Hermo were the record owners of the Property at the time the County took deed to the Property on October 21, 2015, for purposes of ORS 275.180; and

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

WHEREAS, it is in the best interest of the County to sell the Property to the prior record owners for \$16,100.00 in accordance with the terms and conditions of the PSA; and

WHEREAS, the agreed upon purchase price complies with the requirement of ORS 275.180 that the Property be sold for not less than the amount of taxes and interest accrued and charged against such property at the time of transfer to the County with interest at the rate of six percent per annum from the date of such purchase;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.180, the Board of County Commissioners authorizes the sale of the above-described Property to Richard Bakko, as to an undivided 50% interest; Brenda Cameron, as to an undivided 25% interest; and Richard Jeffrey Hermo, as to an undivided 25% interest; all as tenants in common.

2. The Board of County Commissioners shall enter into a PSA with the above-named parties in a form substantially the same as "Exhibit "2" hereto, which is incorporated by reference.

3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit A to the attached PSA.

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

DATED this 4<sup>th</sup> day of May, 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Anthony Hyde, Chair

By: [Signature]  
Henry Heimuller, Commissioner

By: not present  
Earl Fisher, Commissioner

Approved as to form:

By: [Signature]  
Office of County Counsel



GeoInfo

Columbia County



Oregon

### Columbia County Web Maps

*Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.*

**EXHIBIT 2**  
**PURCHASE AND SALE AGREEMENT**

Dated: \_\_\_\_\_, 2016

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

AND Richard Bakko,  
Brenda Cameron ("Buyers")  
Richard Jeffrey Hermo

RECITALS

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

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon, which was formerly owned by Twyla Bakko; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N2W16-DC-01300, is located at 404 East E Street, in Rainier, and is legally described as:

Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Block 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon (the "Property"); and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Twyla Bakko; and

WHEREAS, Twyla Bakko died intestate on March 19, 2013; and

WHEREAS, According to filings in Columbia County Circuit Court No. 14PB02051, Twyla Bakko's heirs were her husband, Richard Bakko, and children, Brenda Cameron, and Richard Hermo; and

WHEREAS, Richard Bakko, Brenda Cameron, and Richard Hermo were the record owners of

the Property at the time the County took deed to the Property on October 21, 2015, for purposes of ORS 275.180; and

WHEREAS, the Columbia County Board of Commissioners has determined that it is in the best interest of the County to sell the Property to the heirs of Twyla Bakko, in accordance with ORS 275.180; and

WHEREAS, one or more of the Buyers have continued to reside in the residence located on the Property; and

WHEREAS, Richard Bakko has requested that the Property be conveyed to Buyers; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyers on the terms and conditions set forth herein.

### AGREEMENT

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

1. Purchase Price. The total purchase price shall be \$16,100.00, which includes the cost of recording of the Quitclaim Deed provided for herein. Payment shall be made by **cash, money order or cashier's check**, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051.*
2. Buyers' Conditions to Closing. Buyers' obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyers not later than the Closing Date (defined in Section 6) unless otherwise specified or waived by Buyers. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyers' benefit and may be deemed satisfied or waived only by Buyers in their sole discretion. If Buyers have 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.
3. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date, unless otherwise specified or waived by Seller:
  - a. Buyers shall deliver to Seller by **cash, money order, or cashier's check** the balance of the purchase price, minus the \$500.00 administrative fee payment already received by the Seller.
  - b. Buyers shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.
  - c. BUYERS 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 BUYERS, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYERS' 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.

4. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 2 or 3, above, are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyers or the Seller under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the Buyers and the Seller shall terminate, in which case Buyers agrees to immediately remove all persons and personal property from the Property.
5. 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.
6. Closing of Sale. Buyers and Seller intend to close the sale by Friday, April 29, 2016, but no later than May, 15, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyers have notified Seller that they are prepared to close. The sale shall be "Closed" when the funds provided for in Section 3.a. are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyers with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyers in accordance with instructions included in the Quitclaim Deed.
7. Closing Costs; Prorates. Reserved.
8. Possession. Buyers shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 6 above. Buyers acknowledge that current occupancy is not authorized by Seller and is done so at Buyers risk and liability. Notwithstanding this acknowledgement, Buyers will maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and will not cause or permit any waste. Risk of loss or damage to the Property shall be Buyers' until Closing and Buyers' at and after Closing. Buyers acknowledge and agree that Buyers are 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.

9. Condition of Property. Buyers shall acquire the Property "AS IS" with all faults and Buyers shall rely on the results of their own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller.

10. General Provisions.

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

The notice addresses are as follows:

FOR SELLER:  
Board of County Commissioners  
c/o Board Office Administrator  
230 Strand, Room 318  
St. Helens, OR 97051

FOR BUYERS:  
Richard Bakko  
P.O. Box 465  
Rainier, OR 97048

- 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.”

“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. Buyers' Representations and Warranties. Buyers' representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyers 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 Buyers 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 Buyers has the legal power, right, and actual authority to bind the Buyers 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 Buyers are 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 Buyers and accrued and unpaid obligations relating to the Property and for which Buyers will be responsible, shall be the responsibility of Buyers. 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 Buyers.
  
- l. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

FOR BUYERS:

RICHARD BAKKO  
BRENDA CAMERON  
RICHARD JEFFREY HERMO

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]Date: \_\_\_\_\_

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Anthony Hyde, Chair

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

Approved as to form:

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

**GRANTOR'S NAME AND ADDRESS:**

Board of County Commissioners  
for Columbia County, Oregon

230 Strand, Room 331  
St. Helens, OR 97051

**AFTER RECORDING, RETURN TO GRANTEE:**

Richard Bakko  
P.O. Box 465  
Rainier, OR 97048

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

**EXHIBIT A****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 Richard Bakko, as to an undivided 50% interest, Brenda Cameron, as to an undivided 25% interest, and Richard Jeffrey Hermo, as to an undivided 25% interest (Grantees), as tenants in common, 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. 7N2W16-DC-01300 and Tax Account No. 18274, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$16,100.00.

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

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

exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 10- 2016 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: \_\_\_\_\_  
Anthony Hyde, Chair

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

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

## EXHIBIT A

Tax Account No. 18274  
Tax Map ID No. 7N2W16DC01300

Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Block 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon.