

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Rainier, Oregon, to Richard A. Vance and)
Saundra Vance; Tax Map ID No. 7N2W16DD1500)

ORDER NO. 15-2016

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 29308 and Tax Map ID No. 7N2W16DD1500 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Transition Support Services Inc., et al.*, Case No. 00-2420; and

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

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

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of \$8,136.00, and no offers were received; and

WHEREAS, ORS 275.200 (2) authorizes the County to sell all or a part of the Property without further notice, subject to the purchase price being no less than 15% of the minimum bid required at the December 4, 2014 Sheriff's sale (\$1,220.40); and

WHEREAS, Richard A. Vance and Saundra Vance, adjacent property owners, have offered to purchase the property for \$4,000.00, with the offer significantly exceeding the \$1,220.40 minimum sale price required under ORS 275.200(2); and

WHEREAS, other adjacent property owners were notified in writing on February 23, 2016, that a purchase inquiry about the Property had been received by the County, and no other interests or concerns resulted from that notification; and

WHEREAS, pursuant to ORS 275.200(2), the Property may now be sold without further notice;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Richard A. Vance and Saundra Vance for \$4,000.00, plus an administrative fee of \$145.00.
2. The Board of County Commissioners shall enter into a Purchase and Sale Agreement (PSA) with Richard A. Vance and Saundra Vance in a form substantially the same as "Exhibit "2"

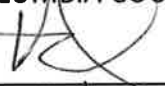
hereto.

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, to Richard A. Vance and Sandra Vance as tenants by the entirety.

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

DATED this 18th day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

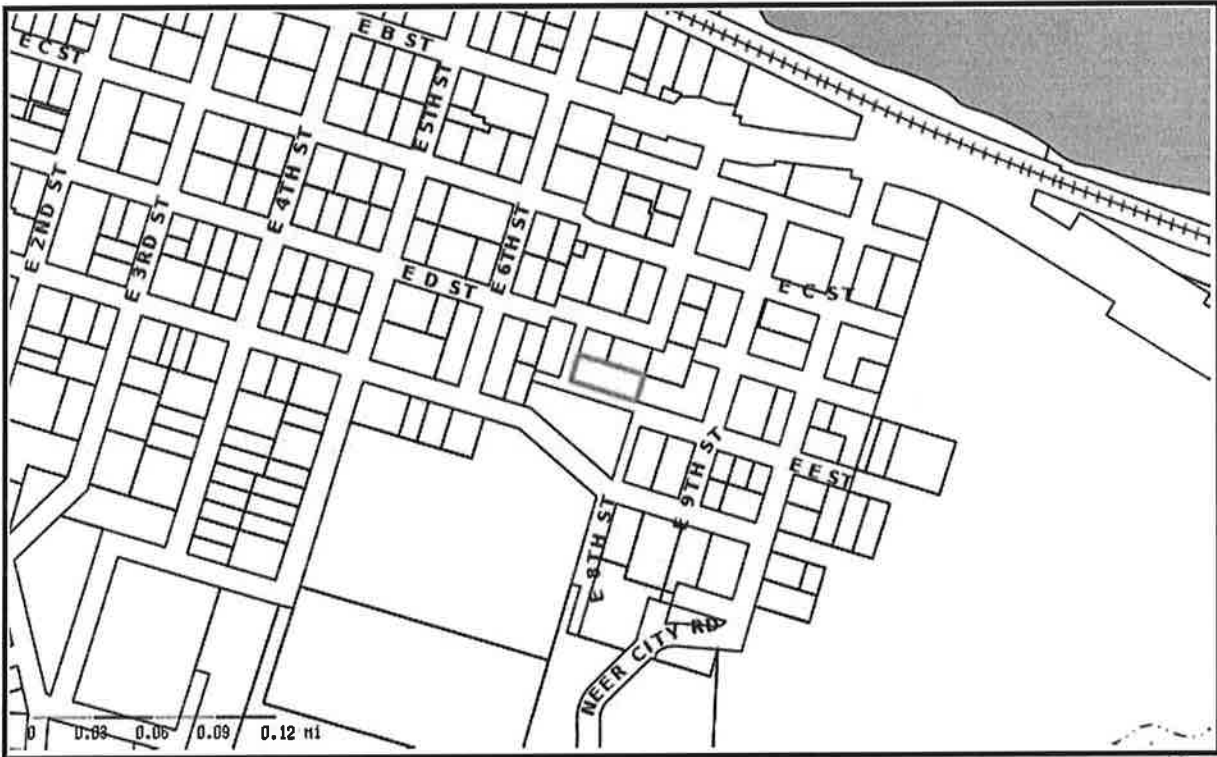
By: 
Anthony Hyde, Chair

By: 
Henry Heimuller, Commissioner

By: 
Earl Fisher, Commissioner

Approved as to form:

By: 
Office of County Counsel



Columbia County



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.

GeoInfo

EXHIBIT "2"

PURCHASE AND SALE AGREEMENT

Dated: _____, 2016

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

AND **Richard A. Vance and Sandra Vance** ("Buyer")

RECITALS

WHEREAS, on October 10, 2000, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Transition Support Services Inc., et al.*, Case No. 00-2420; and

WHEREAS, on November 8, 2002, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon; and

WHEREAS, said parcel of land is currently assigned Tax Map ID No. 7N2W16-DD-1500, is located northwest the intersection of East E and East 8th Streets in Rainier, and is legally described as:

All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 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 \$8,136.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further notice for not less than 15% of the minimum bid set for the Property at the 2014 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, the Property on the following terms.

1. Purchase Price. The total purchase price shall be \$4,000.00. 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. Administrative Fee. Buyer agrees to pay an administration fee equal to \$145.00 to reimburse the County for its recording costs, as well as other general administrative costs.
3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyer not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Buyer. 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 Buyer's benefit and may be deemed satisfied or waived only by Buyer in his sole discretion.
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 7, 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 \$4,145.00, which amount equals the purchase price, plus an administrative fee provided for in Section 2 above.
 - 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 May 26, 2016, (the "Closing Date"), with the actual time and date of Closing to be set by Seller once Buyer has notified Seller that he is prepared to close. The sale shall be "closed" when the funds provided for in Section 4.a are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyer with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyer in accordance with instructions included in the Quitclaim Deed.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is "closed" in accordance with Section 7 above.

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.

11. General Provisions.

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

The notice addresses are as follows:

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

FOR BUYER:
Richard A. Vance
P.O. Box 777
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. 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.

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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 BUYER:

RICHARD A. VANCE

[Signature]

Dated this ____ day of May, 2016.

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated this _____ day of May, 2016

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Richard A. Vance
Saundra Vance
P.O. Box 777
Rainier, OR 97048

EXHIBIT "A"

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **RICHARD A. VANCE and SAUNDRA VANCE as tenants by the entirety**, 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. 7N2W16DD1500 and Tax Account No. 29308, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$4,145.00.

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

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining 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.

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

All that portion of Block 1, DOBBINS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning