

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property    )  
In Clatskanie, Oregon, to Wenda Hall                )  
Tax Map ID No. 7N4W21BA00104                        )                **ORDER NO. 41-2016**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 26593 and Tax Map ID No. 7N4W21BA00104 (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 Wenda Hall; 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 \$4,500.00, plus additional transaction costs, 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 Wenda Hall.

2. The Board of County Commissioners shall enter into a PSA with Wenda Hall 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 for \$4500.00.

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

DATED this 13<sup>th</sup> day of July, 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: not present  
Anthony Hyde, Chair

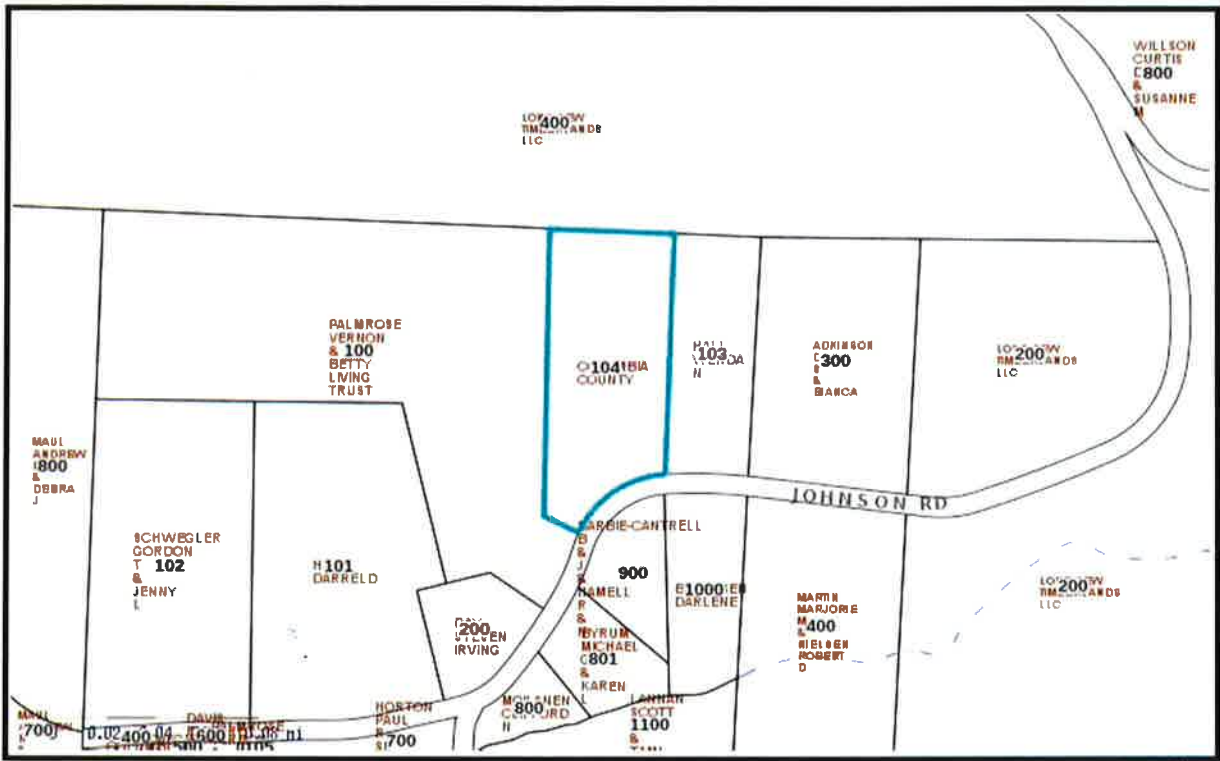
By: [Signature]  
Henry Heimuller, Commissioner

By: [Signature]  
Earl Fisher, Commissioner

Approved as to form:

By: [Signature]  
Office of County Counsel

# EXHIBIT "1"



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 Wenda Hall ("Buyer")

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 Clatskanie, Oregon, which was formerly owned by Wenda Hall; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N4W21BA00400, is located adjacent to 18485 Johnson Road, in Clatskanie, and is more particularly described as follows:

A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the North quarter corner of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of 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 Wenda Hall; 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 Wenda Hall, in accordance with ORS 275.180; and

WHEREAS, certain unoccupied improvements and personal property items are located on the Property; 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 \$2,500.00, which includes taxes, interest and penalties due on the Property through July 28, 2016. The County has received \$500.00 from Mr. Dan Leno on behalf of Buyer, which will be applied to the purchase price. In the event that the sale does not close through no fault of Seller, the deposited funds will be forfeited and Buyer will be fully responsible for amounts owed, if any, to Mr. Leno.
2. Transaction Costs. In addition to the purchase price, Buyer will pay \$2,000.00, or actual transaction costs, whichever is less, with said costs to include recording fees, consultant costs and County staff time.
3. Sale Contingency. The sale provided for in this Agreement will be contingent upon Buyer's simultaneous sale of the Property to Mr. Dan Leno, or another party acceptable to the County for consideration in an amount not less \$26,260. The sale provided for in this Agreement is further contingent upon the proceeds from the sale of the Property to Mr. Leno being simultaneously used to fund the purchase under this Agreement and to remedy the default on the reverse mortgage that encumbers Buyer's adjacent home site property located at 18485 Johnson Road. Specific terms and conditions of this contingency are as follows:
  - A. The sale of the Property to Buyer and subsequently to Dan Leno will occur in accordance with a simultaneous escrow closing on or before August 19, 2016 pursuant to escrow instructions approved in writing by Seller.
  - B. The Sale of the Property from Buyer to Mr. Leno will be in accordance with a purchase and sale agreement between Buyer and Mr. Leno, which Seller will not a party to and will not be provided a copy of. Buyer and Mr. Leno will be responsible for all costs associated with that agreement, including but not limited to deed preparation and closing costs.
  - C. Dan Leno will open an escrow account at Ticor Title in St. Helens, Oregon, and shall be responsible for paying all escrow fees. Mr. Leno will deposit funds in said escrow that

are sufficient to complete the simultaneous closings required by this Agreement, together with all escrow fees, with said funds to be deposited on or before 4 p.m. on July 11, 2016.

- D. Dan Leno will sign and deliver to escrow an indemnification agreement in substantially the same form as Exhibit B hereto.

4. Condition of Property and Title.

- A. Buyer shall acquire the Property "AS IS" with all faults.
- B. Seller shall convey the Property without warranty through a quitclaim deed substantially the sale as Exhibit A (the Quitclaim Deed).
- C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
- D. The Quitclaim Deed will reserve to Seller:
  - i. The mineral and associated rights specifically provided for in Exhibit A; and, if applicable
  - ii. All rights to any County, public, forest C.C.C. roads.
- B. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

5. 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. Section 3 contingency requirements being fulfilled to Seller's complete satisfaction.
- B. Buyer delivering to escrow the balance of the purchase price (\$2,000.00), along with the transactions costs provided for in Section 2, with said transaction costs to be defined in the escrow instructions, or supplemental instructions, approved by Seller.
- C. Buyer delivering to escrow 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 SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER 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, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4



above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all personal property from the Property within sixty (60) days of said termination, after which time it will be deemed abandoned and subject to removal by the Seller. In the event of said termination, Buyer agreements provided for in Section 4.D. above shall survive termination.

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. Buyer and Seller intend to close the sale by Thursday, July 28, 2016, but no later than Thursday August 19, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyer has notified Seller that Buyer is prepared to close. The sale shall be "Closed" when the funds provided for in Section 4.B. are delivered to Seller, Financial Freedom (a division of CIT Bank, N.A.) and Wenda Hall and all deeds are recorded.
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. Buyer acknowledges that current use of the Property for personal property storage is not authorized by Seller and is done so at Buyer's risk and liability. Notwithstanding this acknowledgement, Buyer 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 Buyer's until Closing and Buyer's at and after Closing. Buyer acknowledges and agrees that Buyer 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.
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 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

FOR BUYER:  
Wenda Hall

- 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. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed; and Exhibit B, Dan Leno Indemnification.
- e. Buyer Representations and Warranties. Buyer 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.
- f. 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.
- g. 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.



- h. 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.
- i. 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 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.
- j. 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.
- k. 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.”

**APPROVALS**

FOR BUYER:

WENDA HALL

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

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:**

Wenda Hall  
18485 Johnson Road  
Clatskanie, OR 97016

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

**EXHIBIT A**

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**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 Wenda Hall, 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. 7N4W21BA00104 and Tax Account No. 26593, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$3,500.00.

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.



EXHIBIT A  
(to Quitclaim Deed)

Tax Account No. 26593  
Tax Map ID No7N421BA00104

A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the North quarter corner of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of Columbia County, Oregon.



EXHIBIT B  
(to Purchase and Sale Agreement)  
DAN LENO INDEMNIFICATION

I HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COLUMBIA COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN COLUMBIA COUNTY AND WENDA HALL, DATED \_\_\_\_\_, 2016, OR THE PROPERTY THE AGREEMENT RELATES TO, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LIABILITIES, IF ANY, ARISING FROM THE PROPERTY.

THIS INDEMNIFICATION WILL SURVIVE THE CLOSING PROVIDED FOR IN THE \_\_\_\_\_, 2016 PURCHASE AND SALE AGREEMENT, AND SHALL NOT MERGE WITH THE DEED.

BY: \_\_\_\_\_  
DAN LENO

DATE: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

