

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)	
In St. Helens, Oregon, to Martin M. Kennedy and)	ORDER NO. 58-2016
Dawna M. Kennedy)	
Tax Map ID No. 4N1W04-AD-00304)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 10139 and Tax Map ID No. 4N1W04-AD-00304 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v Lowrey David, et. al*, Case No. 13CV05366; and

WHEREAS, General Judgment was entered in *Columbia County v Lowrey David, et. al*, on October 11, 2006, *nunc pro tunc* October 3, 2006, and the Property was conveyed to Columbia County on October 22, 2008, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2008-009839; 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, the location and site circumstances make the property unbuildable; and

WHEREAS, Columbia County Assessor Records estimate the value of the Property to be \$500; and

WHEREAS, the Buyers submitted a purchase inquiry for the Property on March 22, 2016, offering \$500.00 for the Property; and

WHEREAS, the County's Property Administration Contractor reviewed the Property circumstances, and recommends sale of the Property to Buyers; 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; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000 and is not buildable and further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was David M. Myers and Lori G. Myers; 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 Martin M. Kennedy and Dawna M. Kennedy for \$500.00, plus additional transaction costs, in accordance with the terms and conditions of the PSA.

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 Marin M. Kennedy and Dawna M. Kennedy.
2. The Board of County Commissioners shall enter into a PSA with Martin M. Kennedy and Dawna M. Kennedy 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 26th day of Oct, 2016.

Approved as to form:

By: [Signature]
Office of County Counsel

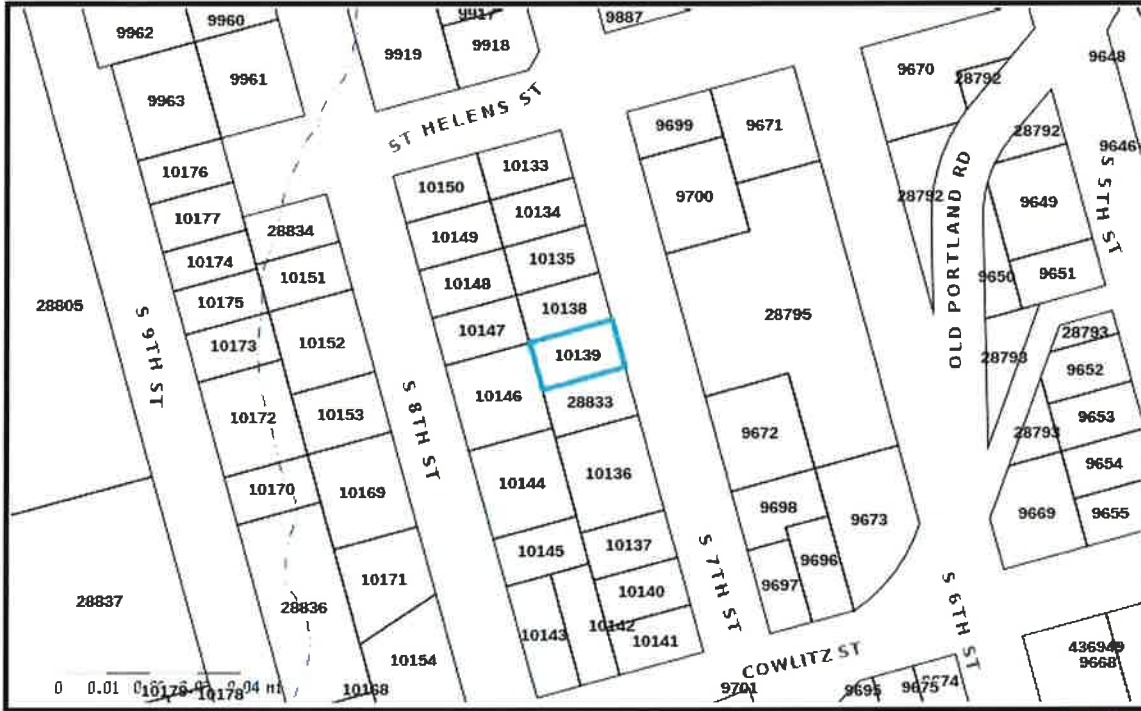
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Anthony Hyde, Chair

By: [Signature]
Henry Heimuller, Commissioner

By: [Signature]
Earl Fisher, Commissioner

EXHIBIT 1



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 Martin M. Kennedy
Dawna M. Kennedy ("Buyers")

Collectively, "the Parties."

RECITALS

WHEREAS, on October 11, 2006, *nunc pro tunc* October 3, 2006, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v Lowrey David, et. al.*, Case No. 13CV05366; and

WHEREAS, on October 22, 2008, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in St. Helens, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N1W04-AD-00304 and Tax Account No. 10139 ("the Property"); and

WHEREAS, the Property is depicted on Exhibit A hereto and is more specifically described as "Lot 16, Block 65, St. Helens, Columbia County, Oregon"; and

WHEREAS, the location and site circumstances make the property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$500; and

WHEREAS, the Buyers submitted a purchase inquiry for the Property on March 22, 2016, offering \$500.00 for the Property; and

WHEREAS, the County's Property Administration Contractor reviewed the Property circumstances, and recommends sale of the Property to Buyers; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000 and is not buildable; and

WHEREAS, ORS 275.225 further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, County policy provides that buyers of tax foreclosed properties shall pay a \$145.00 administrative fee in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyers 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 \$645.00, which includes the \$145.00 administrative fee required by the County.

2. Purchase Deposit. Buyer will deliver a check in the amount of \$645.00 (the "Deposit"), along with the signed original of this Agreement, to the County at the address provided herein. The Deposit shall be in the form of cash, cashier's check or money order.

3. 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 in the form substantially the same as Exhibit B (the Quitclaim Deed), which is incorporated by reference herein.
 - 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 B; and, if applicable;
 - ii. All rights to any County, public, forest C.C.C. roads; and
 - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

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 defined herein, unless otherwise specified or waived by Seller:
 - A. The County will notice its intent to sell the Property to Buyers in a paper of general circulation in the County, with said notice to: (i) include a description of the Property; (ii) indicate the real market value of the Property; and (iii) be published at least 15 days before the Property is sold to Buyers.
 - B. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyers in accordance with terms and conditions substantially the same as those provided for in this Agreement.
 - C. 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 OF OR RELATING TO THIS AGREEMENT AND THE PROPERTY,

INCLUDING 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 and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination, Buyer agreements provided for in Section 4.C. above shall survive termination.
6. Default; Remedies.
 - A. 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. In the event that Seller elects to not sell the Property to Buyers through no fault of Buyers, the Deposit shall be returned to Buyers in its entirety.
 - B. In the event that Buyers elect not to purchase the Property for any reason other than default by Seller, Buyers will forfeit the Deposit and Seller shall have no further obligations to Buyers.
7. Closing of Sale. Buyer and Seller intend to close the sale on or before Monday, October 31, 2016, with the actual time and date of closing (the "Closing") to be set by Seller at its sole discretion. The sale shall be "Closed" when the Deposit is accepted as full consideration for the Property and the Quitclaim Deed is recorded by the County.
8. Closing Costs; Prorates. Reserved.
9. Possession. Buyers shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 7 above.
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
 c/o Board Office Administrator
 230 Strand, Room 318
 St. Helens, OR 97051

FOR BUYER:
 Martin M. and Dawna M. Kennedy
 274 S. 8th Street
 St. Helens, OR 97051

- b. Assignment. This Agreement is not assignable by the Parties.
- c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective 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, Map; and Exhibit B, Quitclaim Deed.
- e. Buyers Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyers have 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) have 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.
- 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. The Parties represent, covenant and warrant 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. Furthermore, the Parties represent and warrant that they have 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 BUYERS:

Martin M. Kennedy

Dawna M. Kennedy

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

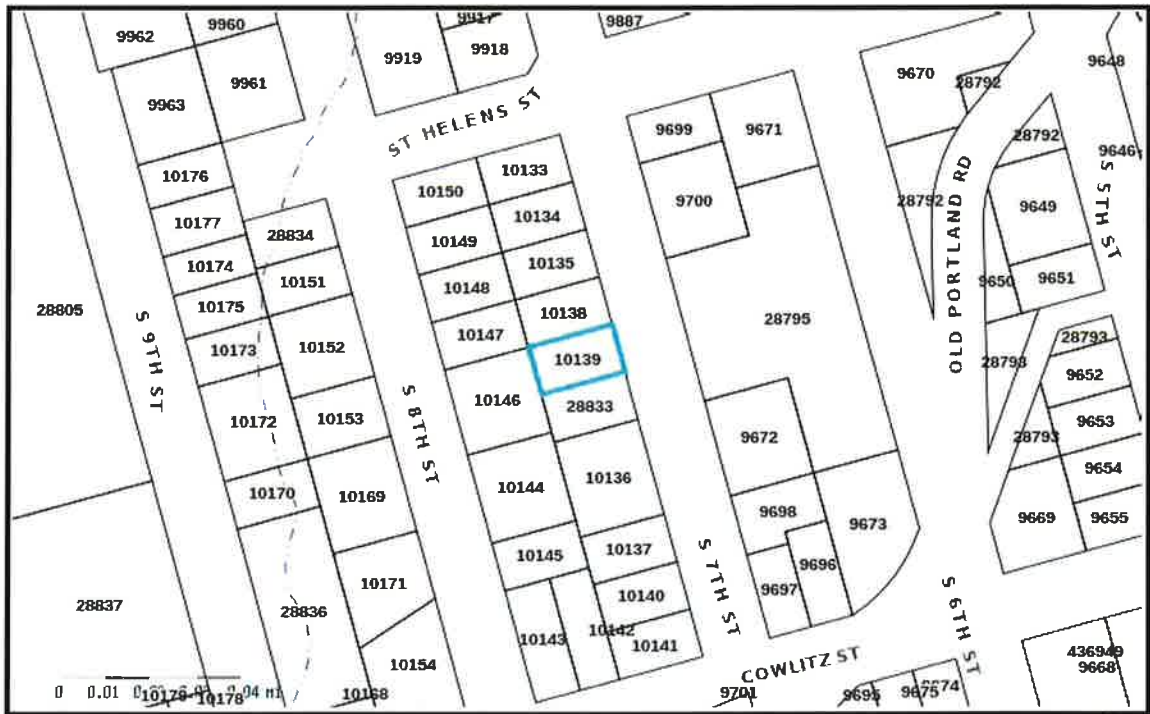
By: _____
Anthony Hyde, Chair

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
(to the Purchase and Sale Agreement)



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 B

Columbia County
230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Martin M. and Dawna M. Kennedy
274 S. 8th Street
St. Helens, OR 97051

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 Martin M. Kennedy and Dawna M. Kennedy, as tenants by the entirety, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map ID No. 4N1W04-AD-00304 and Tax Account No. 10139, and more particularly described as:

Lot 16, Block 65, St. Helens, Columbia County, Oregon.

The true and actual consideration for this conveyance is \$645.00.

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

