

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Birkenfeld, Oregon, to Gus Fergusson) **ORDER NO. 66-2016**
Tax Map ID No. 6N5W20-BB-02500)

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 25458 and Tax ID No. 6N5W20-BB-02500 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes on October 29, 2009, *nunc pro tunc*, October 7, 2009 in *Columbia County v. Bernard, Kris S, et. al*, Case No. 09-2632; and

WHEREAS, on October 11, 2011 pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Birkenfeld, Oregon, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2011-007462, and re-recorded as 2014-007782; 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 Buyer owns the adjacent property to the west of the Property (the "Buyer's Property"), and has been in possession of the Property for the duration of the County's ownership; and

WHEREAS, the Buyer has offered to purchase the Property for \$2,000.00 (the "Purchase Price"); and

WHEREAS, County policy provides that Buyer of tax foreclosed properties shall pay a \$145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon Purchase Price; 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 \$15,000.00 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 Columbia County Assessor estimates the real market value of the Property to be less than \$15,000.00 and considers the Property unsuitable for the construction of placement of a dwelling due to its size and site circumstances; and

WHEREAS, notice of private sale was published in the St. Helens Chronicle and Sentinel Mist on November 2, 2016; and

WHEREAS, it is in the best interests of the County to sell the Property to Gus Fergusson for \$2,145.00, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:


1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Gus Fergusson.
2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B to the attached PSA for \$2,145.00.
3. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this 30th day of Nov, 2016.

Approved as to form:

By: 
Office of County Counsel

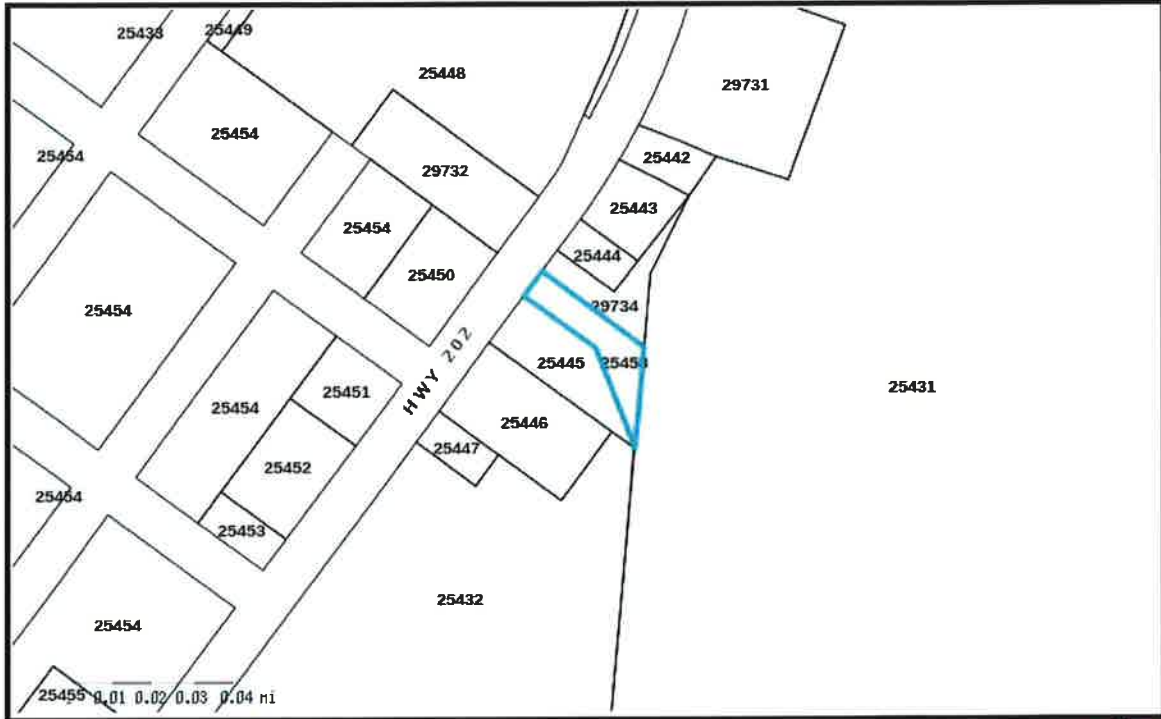
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Anthony Hyde, Chair

By: 
Henry Heimuller, Commissioner

By: Not Present
Earl Fisher, Commissioner

Exhibit "1" Property



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: 11/9, 2016

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

AND Guy Fergusson ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on October 29, 2009, *nunc pro tunc* October 7, 2009, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bernard, Kris S, et. al.*, Case No. 09-2632; and

WHEREAS, on October 11, 2011, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Birkenfeld, Oregon, by deed recorded as document number 2011-007462 in the Columbia County deed records; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 6N5W20-BB-02500 and Tax Account No. 25458 (the "Property"); and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the "Quitclaim Deed"), which is incorporated by reference herein; and

WHEREAS, Buyer owns the adjacent property to the west (the "Buyer's Property"), and has been in possession of the Property for the duration of the County's ownership; and

WHEREAS, the Buyer has offered to purchase the Property for \$2,000.00 ("the Purchase Price") with the County's Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property by private sale if the property has a real market value of less than \$15,000 on the assessment roll, and is unsuited for construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the Columbia County Assessor estimates the real market value of the Property to be less than \$15,000 and considers the Property unsuitable for the construction or placement of a dwelling due to its size and site circumstances; and

WHEREAS, ORS 275.225 further provides that a direct sale may not occur earlier than 15 days after the publication of notice of intent to sell the Property in a newspaper of general circulation in the County; and

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

WHEREAS, Seller intends 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 \$2,145.00.00, which includes the \$145.00 administrative fee required by the County.
2. Purchase Deposit. Buyer will deliver cash, cashier's check or money order in the amount of \$500.00 (the "Deposit"), along with the signed original of this Agreement, to the County at the address provided herein.
3. Condition of Property and Title.
 - A. Buyer shall acquire the Property "AS IS" with all faults. 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 has been in exclusive possession of the property since July 11, 2013, and is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property.
 - B. Seller shall convey the Property without warranty through a quitclaim deed in the form substantially the Exhibit B 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 B; and
 - ii. If applicable, 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 Buyer 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 Buyer.
 - B. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
 - C. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before November 1, 2016.
 - 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 OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF 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'S 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 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's obligations under this Section 5 and agreements provided for in Section 4.D. 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 Buyer through no fault of Buyer, the Deposit shall be returned to Buyer in its entirety.
 - B. In the event that Buyer elect not to purchase the Property for any reason other than default by Seller, Buyer will forfeit the Deposit and Seller shall have no further obligations to Buyer.
7. Closing of Sale. Buyer and Seller intend to close the sale by 4 p.m. on Thursday, November 17, 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. In the event that the sale is not closed through no fault of Seller, the Deposit will be forfeited to Seller and the Parties shall have no further obligations to one another, except as otherwise provided for in this Agreement.
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 8 above. Buyer acknowledges that current use of the Property, including use for access to Buyer's adjacent property, and use for placement of personal property, is not authorized by Seller and is done at Buyer's sole 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 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 BUYER:

Guy Fergusson
11133 NW HWY 47
Forest Grove, OR 97116

- 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. 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) have 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 re 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 BUYER:


Guy Fergusson

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: 
Anthony Hyde, Chair

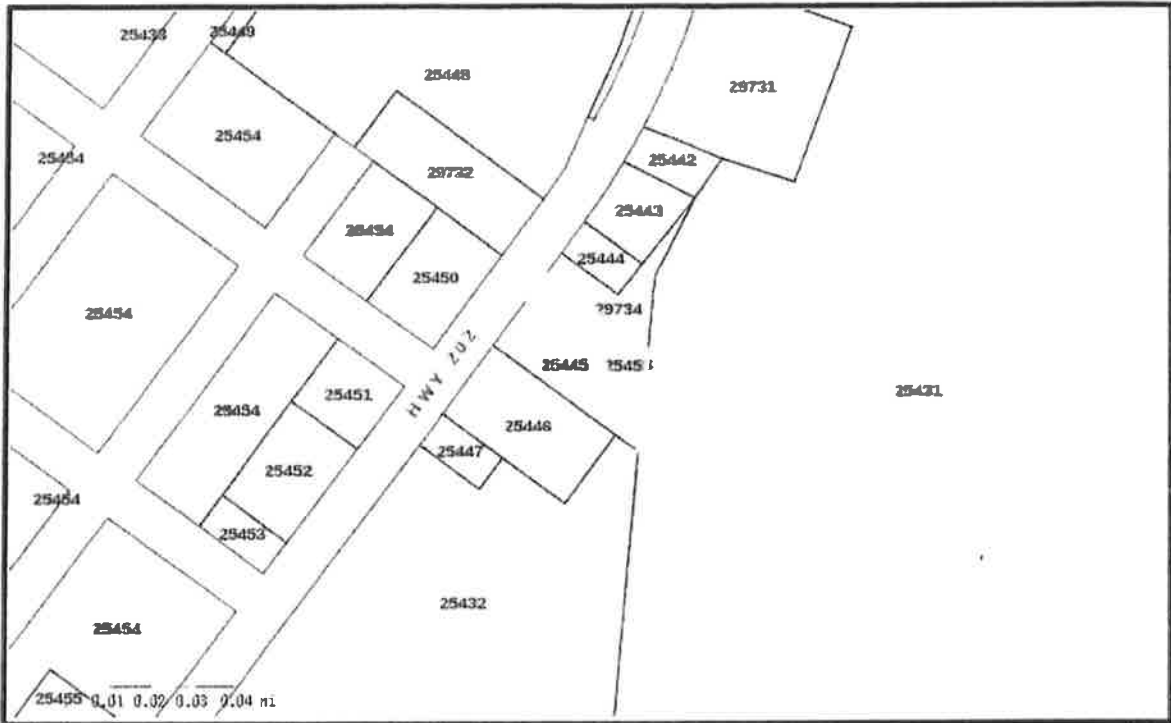
Date: 11/9/16

Approved as to form:

By: 
Office of County Counsel

EXHIBIT A
Tax Account No. 25448 Sale

Map



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 accuracy, performance or use of information on this map.

GeoInfo

Printed 09/20/2016

EXHIBIT B

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Guy Fergusson
11133 NW HWY 47
Forest Grove, OR 97116

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 Guy Fergusson, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map ID No. 6N5W20-BB-02500 and Tax Account No. 25458, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$2,145.00.

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, 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. _____ 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 DÉTERMINE 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
Legal Description for 6N5W20-BB-02500 and Tax Account No. 25458

Southerly portion of tract described in deed to Longview Fibre Company recorded under document No. 263, Book 131 at page 398, described as follows:

A parcel of land located in the Northwest quarter of Section 20, Township 6 North, Range 5 West of the Willamette Meridian, Columbia County, Oregon, described as follows:

Commencing at the initial point of the Townsite of Birkenfeld, as shown on Record of Survey for Longview Fibre Company recorded under county survey number 4624; thence South 6°00'36" West a distance of 59.1 feet; thence South 36°30'54" West a distance of 50.00 feet to the Northwest corner of tract described in deed book 131, page 398; thence South 54°29'06" East a distance of 30.00 feet to a 5/8" rebar with aluminum cap set on the Easterly right of way of the Nehalem Highway; thence South 36°48'49" West along said right of way a distance of 38.74 feet to the true point of beginning; thence South 53°57'06" East a distance of 171.68 feet to the Easterly line of tract conveyed to Longview Fibre Company described in deed book 131, page 398; thence South 5°39'21" West along said line a distance of 130.17 feet to the Southeast corner of tract described in deed book 254, page 577, monumented by 5/8" rebar with aluminum cap; thence North 19°22'46" West a distance of 136.75 feet to the Northeast corner of said described tract, monumented by a 5/8" rebar with aluminum cap; thence North 53°57'06" West a distance of 125.40 feet to a 5/8" rebar monumenting the Northwest corner of tract described in deed book 254, page 577; thence North 36°48'49" East along the Easterly right of way of the Nehalem Highway a distance of 34.69 feet to the true point of beginning.