

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Vernonia, Oregon, to Santos A. Gomez)
Tax Map ID No. 4N4W05-DA-05800) **ORDER NO. 67-2016**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax No. 23434 and Tax Map ID No. 4N4W5-DA-05800 located at 943 Cougar Street, Vernonia (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Bergerson, Barbara D & Fred, et. al.*, Case No. 12-2579; and

WHEREAS, General Judgment was entered in *Columbia County v. Bergerson, Barbara D & Fred, et. al.*, Case No. 12-2579 on October 22, 2012, *nunc pro tunc* October 15, 2012, and the Property was conveyed to Columbia County on October 16, 2014, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2014-006859; 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, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of \$53,010.00, 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 2016 Sheriff's sale; and

WHEREAS, Buyer has offered to purchase the Property for \$20,000.00, or 38% of the minimum bid set at the August 17, 2016, Sheriff's Sale; and

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

WHEREAS, it is in the best interest of the County to sell the Property to Santos A. Gomez for \$20,145.00 which includes the Administrative Fee, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

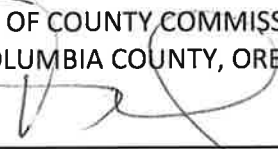
1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Santos A. Gomez.

2. 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 \$20,145.00.

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

DATED this 23rd day of Nov, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 

Anthony Hyde, Chair


By: 

Henry Heimuller, Commissioner

By: Not Present

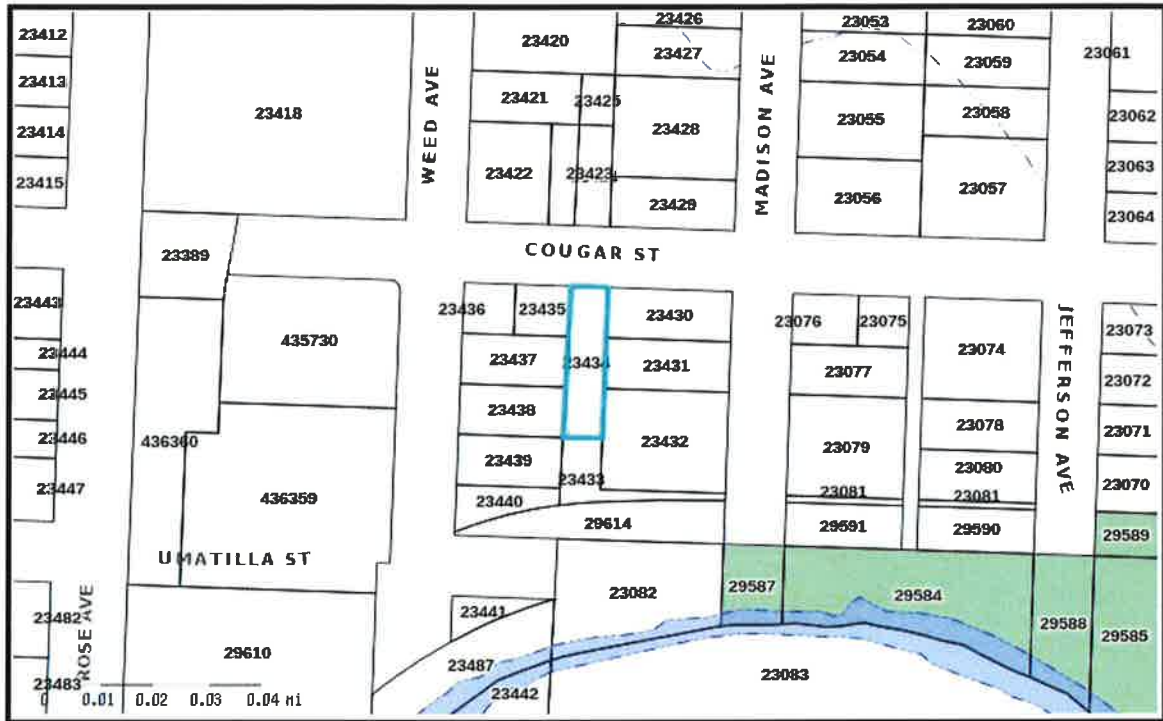
Earl Fisher, Commissioner

Approved as to form:

By: 

Office of County Counsel

Exhibit "1"
Property



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.



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 \$20,145.00 ("the Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before Thursday, November 3, 2016 Buyer will deliver a signed Agreement to the County at the address provided herein, along with cash, cashier's check or money order in the amount of \$1,000.00 (the "Deposit").
3. Condition of Property and Title.
 - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties;
 - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
 - 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 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.
 - B. 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 Thursday, December 1, 2016, and, will at the same time, submit a \$5,000.00 performance guarantee ("the Performance Guarantee"), in the form of cash, cashier's check or money order, to guarantee performance under Section 10 herein.
 - 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, 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 QUITCLAIM 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's 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 and Performance Guarantee shall be returned to Buyer in its entirety.
 - B. In the event that Buyer elects not to purchase the Property for any reason other than default by Seller, Buyer will forfeit the Deposit and Performance Guarantee and Seller shall have no further obligations to Buyer.
7. Closing of Sale. Buyer and Seller intend to close the sale on or before 4 p.m. on Thursday, December 15, 2016, with the actual time and date of closing (the "Closing") to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the closing period by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full 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 7 above.
10. Structures and Debris Removal.
 - A. No later than 150 days from the date that the sale is Closed, Buyer shall remove the existing structures, along with the assorted debris on the Property, both inside and outside of the structures (the "Removal"). Proof that the Removal has been completed shall be in the form of a letter from the Columbia County Department of Land Development Services stating that the Removal has been completed to the full satisfaction of the County (the "Proof"). If the Proof is delivered within 150 days of Closing, the County shall return the Performance Guarantee to Buyer within 15 business days of receipt of the Proof.

- B. If the Proof is not delivered within 150 days of Closing, Buyer shall be in default of this Agreement and will forfeit the Performance Guarantee to Seller in its entirety. Seller may, at its sole discretion, enter upon the Property for the purpose of completing the Removal. Seller, its officers, agents, and employees, shall have a license to enter upon the Property, or cause a contractor to enter upon the Property, for the purpose of completing the Removal, upon 24 hours written notice of intent to enter being posted on the Property. Furthermore, Seller will be entitled to recover from Buyer the difference between the forfeited Performance Guarantee and Seller's actual cost of the Removal.
- C. Buyer agrees to complete the Removal in full compliance with applicable provisions of law and will take reasonable efforts to abate existing nuisance issues, if any, on the Property (e.g., overgrown vegetation) prior to the commencement of the Removal.

This Section of the Agreement shall survive Closing and shall not merge with the Quitclaim Deed.

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 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 330
St. Helens, OR 97051
Phone No: 503-397-3839

FOR BUYER:

Santos A. Gomez
6255 SW Dale Ave
Beaverton, OR 97008
Phone No: 503 320-7435
Email: 975santos@gmail.com

- 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 Quitclaim 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 Quitclaim 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 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. 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:



Santos A. Gomez

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By:  _____

Anthony Hyde, Chair

Date: 11/9/16

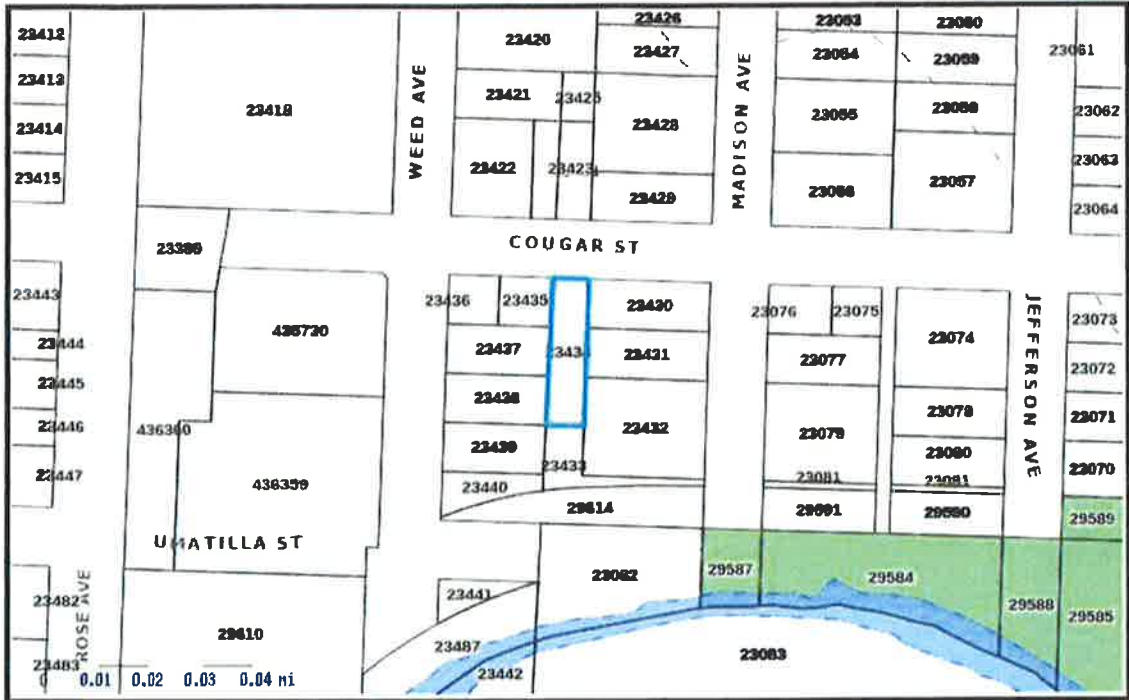
Approved as to form:

By:  _____

Office of County Counsel

EXHIBIT A
Tax Account No. 23434 Sale

Map



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.

Printed 10/05/2016

EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Santos A. Gomez
6255 SW Dale Ave
Beaverton, OR 97008

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 Santos A Gomez, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as 4N4W5-DA-05800 and Tax Account No. 23434, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$20,145.00.00.

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

EXHIBIT A
Legal Description for 4N4W5-DA-05800 and Tax Account No. 23434

Lots 8, 9, and 10, Block 16, City of Vernonia, Columbia County, Oregon, lying East of Section line between Sections 4 and 5, Township 4 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon, Together with that portion of alley, vacated by Ordinance No. 604, recorded April 3, 1985 in Book 256, Page 375, records of Columbia County, Oregon, which by law inures.