

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property )  
in Clatskanie, Oregon, to Daniel R. and ) ORDER NO. 16-2017  
Josephine A. Leno )  
Tax Map ID No. 7N4W21-BA-00400 )

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. 13-CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated outside of Clatskanie, Oregon, by deed recorded as document number 2015-008939 in the Columbia County deed records; and

WHEREAS, said foreclosed property is located at 18620 Johnson Road, Clatskanie, and is currently assigned Tax Map ID No. 7N4W21BA00400 and Tax Account No. 26596 (the "Property"); and

WHEREAS, the Property is generally depicted on Exhibit "1" hereto, and specifically described in the Purchase and Sale Agreement ("PSA") attached as Exhibit "2" hereto, which is incorporated herein by this reference; 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, Buyers have offered to purchase the Property for \$7,247.00, or 24% 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 Daniel R. and Josephine A. Leno for \$7,392.00, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

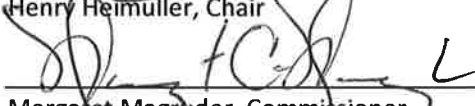
1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Daniel R. and Josephine A. Leno, for \$7,247.00, plus an administrative fee of \$145.00.
2. The Board of County Commissioners shall enter into a PSA with Daniel R. and Josephine A. Leno in a form substantially the same as Exhibit "2" hereto.
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "B" to the attached PSA.

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

DATED this 15<sup>th</sup> day of March, 2017

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Henry Heimuller, Chair

By:   
Margaret Magruder, Commissioner

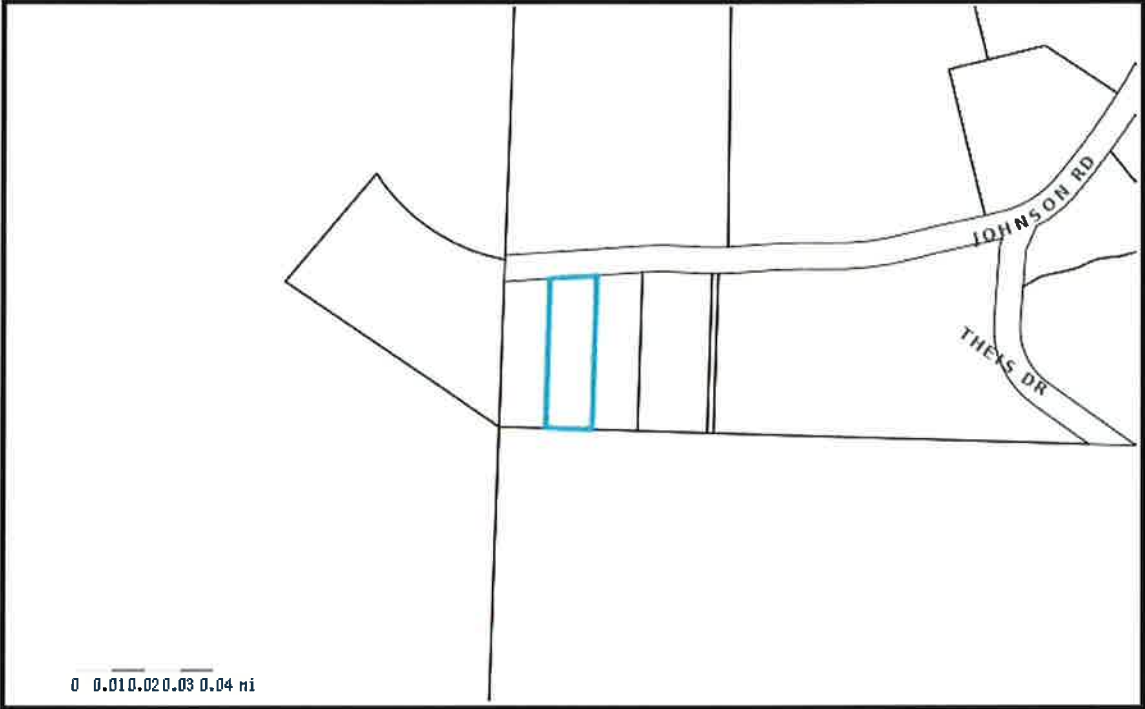
By:   
Alex Tardif, Commissioner

Approved as to form:

By:   
Office of County Counsel

EXHIBIT "1"

Tax Account No. 26596 Sale



**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.

## PURCHASE AND SALE AGREEMENT

Dated: March 7, 2017

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

AND Daniel R. and Josephine A. Leno ("Buyers")

Collectively, the "Parties."

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. 13-CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Clatskanie, Oregon, by deed recorded as document number 2015-008939 in the Columbia County deed records; and

WHEREAS, said foreclosed property is located at 18620 Johnson Road, Clatskanie, and is currently assigned Tax Map ID No. 7N4W21BA00400 and Tax Account No. 26596 (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, 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, Buyers have offered to purchase the Property for \$7,247.00, or 24% 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, 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, Buyers agrees to buy, and Seller agrees to sell, the Property on the following terms.

1. **Purchase Price.** The total purchase price shall be \$7,392.00 ("the Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. **Agreement and Purchase Deposit Delivery.** On or before Wednesday, March 8, 2017, Buyers 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 \$9,392.00, with said amount including the Purchase Price and a \$2,000.00 performance guarantee, guaranteeing required performance under Section 10 herein (the "Performance Guarantee").
3. **Condition of Property and Title.**
  - A. Buyers 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. Buyers shall rely on the results of inspections and investigations completed by Buyers, 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 Buyers in accordance with terms and conditions substantially the same as those provided for in this Agreement.
  - B. Buyers will pay the Purchase Price and submit the Performance Guarantee at the same time that the signed Purchase and Sale Agreement is returned to the Seller on or before March 8, 2017.
  - C. BUYERS AGREE 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 BUYERS, 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 Buyers or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyers and the Seller shall terminate. In the event of said termination, Buyers' agreements provided for in Section 4.C. above shall survive termination. In the event of said termination, the Purchase Price and Performance Guarantee shall be refunded to Buyer.
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 decides to not sell the Property to Buyer, through no fault of Buyer, the Purchase Price and Performance Guarantee shall be refunded to Buyer.
  - B. In the event that Buyer elects not to purchase the Property for any reason other than default by Seller, Buyer will pay Seller \$500.00 in consideration of Seller's time and effort associated with Buyer's purchase request, with the remainder of the Purchase Price to be refunded to Buyer, along with the Performance Guarantee, in which event Seller shall have no further obligation to Buyer.
7. Closing of Sale. Buyers and Seller intend to close the sale on or before 4 p.m. on Thursday, March 23, 2017, 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. Buyers 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.

- A. No later than 180 days from the date that the sale is Closed, Buyers shall remove the mobile home and from the Property. In addition, Buyers shall remove debris from the inside and outside of the mobile home and shed on the Property (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 180 days of Closing, the County shall return the Performance Guarantee to Buyers within 15 business days of receipt of the Proof.
  
- B. If the Proof is not delivered within 180 days of Closing, Buyers 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 Buyers the difference between the forfeited Performance Guarantee and Seller's actual cost of the Removal.
  
- C. Buyers agree to complete the Removal in full compliance with applicable provisions of law.

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

FOR BUYERS:  
 Daniel R. & Josephine A. Leno  
 P.O. Box 116  
 Rainier, OR 97048  
 Phone No: 360-430-0304  
 Email: Jleno12562@hotmail.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. Buyers Representations and Warranties. Buyers representations and warranties shall survive Closing and shall not merge with the Quitclaim 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 have 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."

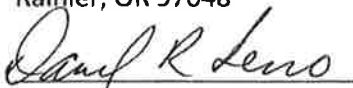
"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 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:**

Daniel R & Josephine A Leno  
P.O. Box 116  
Rainier, OR 97048

  
Daniel R. Leno

  
Josephine A. Leno

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

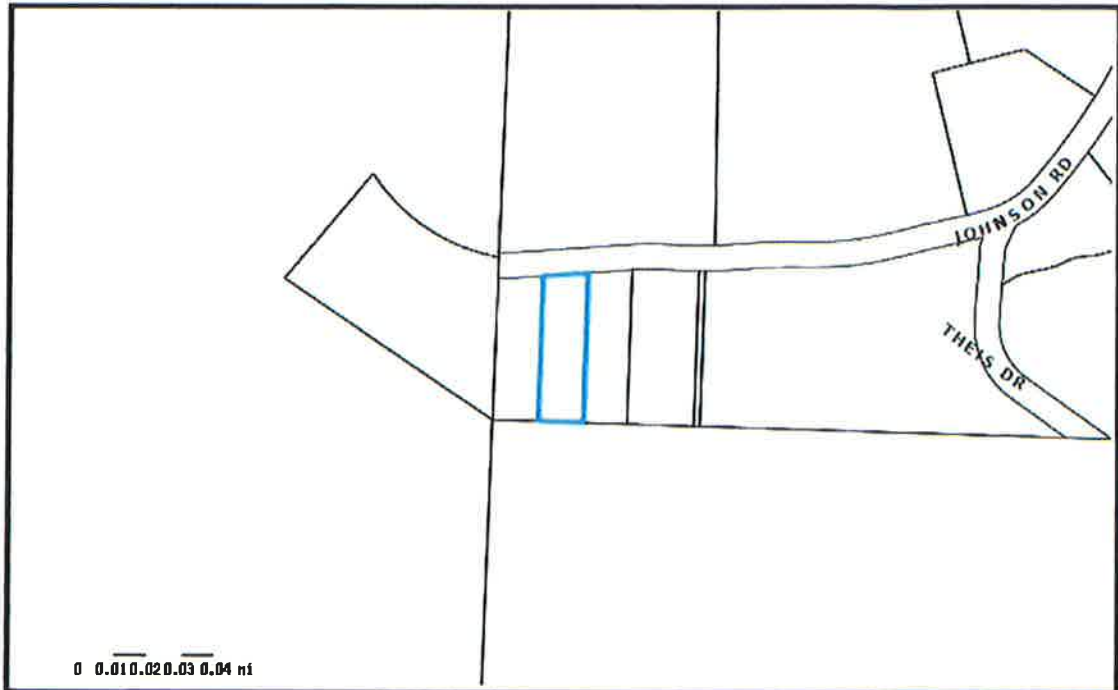
Date: \_\_\_\_\_

Approved as to form:

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

EXHIBIT A  
Tax Account No. 26596 Sale

Tax Account No. 26596



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.



Printed 11/28/2016

**EXHIBIT B****AFTER RECORDING, RETURN TO GRANTEE:**

Daniel R & Josephine A Leno  
P.O. Box 116  
Rainier, OR 97048

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 Daniel R. and Josephine A. Leno as tenants by the entirety, hereinafter called Grantees, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as 7N4W21BA00400 and Tax Account No. 26596, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$7,392.00.

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.



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Notary Public for Oregon

**EXHIBIT A****Legal Description for 7N4W21BA00400 and Tax Account No. 26596**

Beginning at the Southwest corner of the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; thence East along the South line of said Northeast quarter of the Northwest quarter a distance of 67.0 feet to a point, which is the true point of beginning of the tract described herein; thence continuing East along the South line of said Northeast quarter of Northwest quarter a distance of 67.0 feet to a point; thence North a distance of 220.0 feet, more or less, to the South right of way line of the county road; thence following said South right of way line of the county road Westerly to a point which is North of the true point of beginning of the tract described herein; thence South a distance of 220.0 feet, more or less, to the true point of beginning of the tract described herein, containing approximately one-third (1/3) of an acre.