

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Directing the)
Sale of Real Property Acquired)
By Columbia County; 58442)
Nehalem Highway South, Vernonia)
_____)

ORDER NO. 19-2017
(To Hold Sheriff's Sale)

WHEREAS, except as provided for otherwise in ORS 275.225, ORS 275.110 provides that whenever the Board of County Commissioners considers it to be in the best interest of the County to sell any real property acquired in any manner by the County, it shall enter an order on its records directing the Sheriff to sell the property, fixing the minimum price for the property and setting the conditions and terms of sale; and

WHEREAS, the Board considers it to be in the best interest of the County to sell that certain real property owned by the County that is located at 58442 Nehalem Highway South, Vernonia, Oregon (the "Property"), with the Property having a Map ID Number of 4N4W-08-DO-00500, and a Tax Account Number of 24097.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Sheriff of Columbia County is directed to sell the Property on the 25th day of May, 2017, in the lobby of the Columbia County Community Justice Facility located at 901 Port Avenue, St. Helens, Oregon.
2. The Property, which is approximately 1.6 acres in size, is depicted on Exhibit "A" to this Order, which is incorporated by reference.
3. The Property will be sold for cash with a minimum sale price of \$30,000, with the earnest money agreement to require that the Property be restored to a safe and sanitary condition acceptable to the County and that the purchaser's obligation to restore the property be assured by a \$25,000 cash performance guarantee. The Property will be sold subject to the Terms and Conditions of the Sale which are attached hereto as Exhibit "B", and are incorporated herein by this reference.
4. The Sheriff shall publish a notice of the sale of such real property in the St. Helens Chronicle, a newspaper of general circulation in Columbia County, once each week for four consecutive weeks prior to such sale in the manner provided

by ORS 275.120. The Sheriff shall also publish a notice of sale in the Vernonia Voice one time prior to the sale.

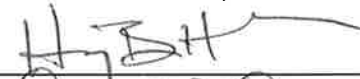
5. Proof of publication of such notice shall be made in the same manner as proof of publication of summons is made, and shall be filed by the Sheriff with the Columbia County Clerk, and then recorded in the Columbia County Deed Records.
6. The sale will be marketed in other ways deemed reasonable by the County.
7. No elected or appointed County officer or employee, their family members, or intermediaries may purchase property at the sale, directly or indirectly.
8. Columbia County reserves the right to remove the property from the sale at any time before the sale for any reason.


Dated this 26th day of April 2017.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: 
Office of County Counsel

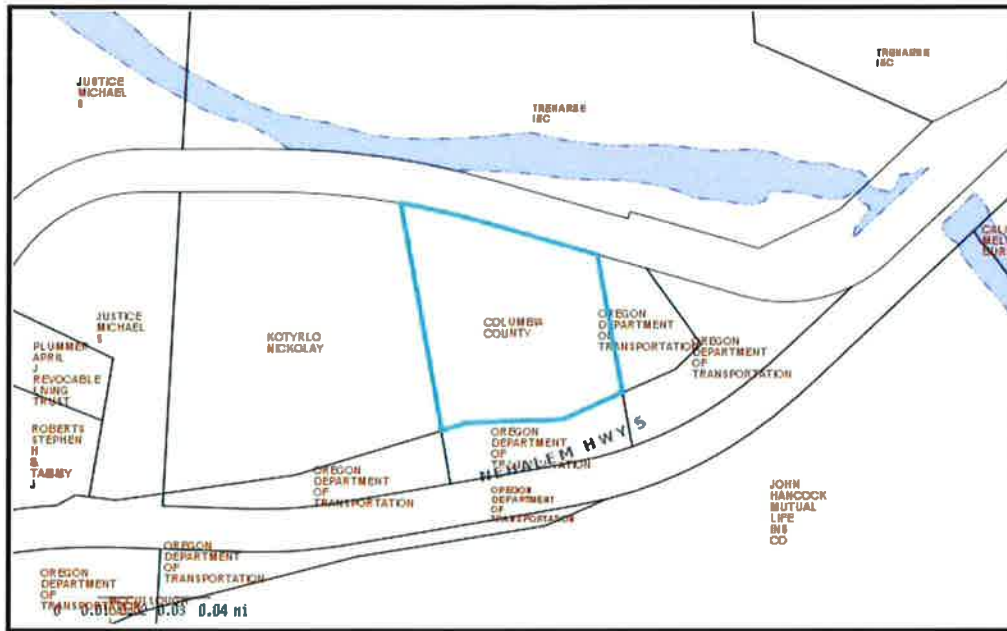
By: 
Henry Heimuller, Chair

By: 
Margaret Magruder, Commissioner

By: 
Alex Tardif, Commissioner

EXHIBIT "A"

Account No. 24097



Columbia County



Columbia County Web Maps

Disclaimer: The 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. The 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 "B"

Columbia County May 25, 2017 Sheriff's Sale Order No. 19-2017

Terms and Conditions of the Sale

Property to be Sold (the "Property"): 58442 Nehalem Highway South,
Vernonia, Oregon
Map ID No. 4N4W08-DO-00500
Tax Account No. 24097

Day of Sale

1. The sale will be located in the lobby of the Columbia County Community Justice facility located at 901 Port Avenue, St. Helens, Oregon. Bidders may arrive no earlier than 9:30 a.m. on the day of the sale.
2. Bidders must: (i) accept the terms and conditions of the sale in writing before 10 a.m. on the day of the sale; and (ii) be physically present to bid. Bidder agents must submit the terms and conditions acceptance, signed by the bidder, along with written evidence of the agent's authority to act on behalf of the bidder (e.g. a copy of a sufficient power of attorney).
3. The sale will start at 10 a.m. and will conclude when bidding is completed, or at 4 p.m., whichever is earlier. The sale can be adjourned from day to day for not to exceed 30 days.
4. The minimum bid for the Property is \$30,000.
5. The Property will be sold to the highest bidder by oral auction for cash.
6. THE COUNTY MAKES NO WARRANTY OR COVENANT OF ANY KIND AS TO THE CONDITION OR TITLE TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, SIZE, HABITABILITY, ZONING OR SUITABILITY OF THE PROPERTY FOR USES INTENDED BY BIDDER. THE COUNTY WILL TRANSFER TITLE THROUGH QUITCLAIM DEED, SUBJECT TO ANY MUNICIPAL LIENS, EASEMENTS AND ENCUMBRANCES OF RECORD. THE QUITCLAIM DEED WILL RESERVE TO COUNTY THE MINERAL AND ASSOCIATED RIGHTS, AND, IF APPLICABLE, ANY RIGHTS TO COUNTY, PUBLIC FOREST CCC ROADS. BIDDERS SHALL RELY SOLELY ON THE RESULTS OF INSPECTIONS AND INVESTIGATIONS COMPLETED BY BIDDERS.
7. Bidder(s) are encouraged to perform their own due diligence review of the title and physical circumstances of the Property, subject to the understanding that all site inspections will be supervised by Columbia County representatives on days and at times set by the County, and the County will not be responsible for injuries resulting from Property inspection.
8. Bidders may not: (i) attempt to influence the bidding of others; (ii) conspire with other bidders to reduce the price of the Property; or (iii) otherwise act to defeat an open, fair-market bidding process.

9. Bidding for Property will be completed when an apparent high bidder has been named, or when a determination is made that no bids will be forthcoming for the Property.
10. To be declared the apparent high bidder, a bidder must: (i) be 18 years old or older; (ii) have accepted the sale terms and conditions in writing; and (iii) have deposited \$6,000 with the County (the "Deposit"), with the Deposit to be in the form of cash, money order or cashier's check made out to the Columbia County Sheriff's Office.
11. The apparent high bidder will receive a certificate of sale (the "Sale Certificate") on the day of the sale. The Sale Certificate will provide: (i) a particular description of the Property; (ii) the whole purchase price; (iii) a receipt for the Deposit; and (iv) the date that the remaining amount due on the Property must be paid. The name and relationship (e.g. "tenants by the entirety") of the purchasers, if more than one, will be shown on the Sale Certificate and will carry forward to the County Earnest Money Agreement and Quitclaim Deed. Bidders are responsible for notifying the County if any other person or entity will be listed on the deed (e.g. spouse, business partner, trust).

Post-Sale Actions

1. The purchaser will receive a mandatory earnest money agreement (the "Agreement") within two weeks of the sale date. The terms and conditions of the Agreement will not be subject to change. The Agreement must be signed and returned to the County by Friday, June 16, 2017, or 10 days from the Agreement transmittal date, whichever is earlier, along with a separate money order or cashier's check for: (i) the remaining amount due under the Agreement; and (ii) the \$25,000 performance guarantee (the "Performance Guarantee") provided for below. If the purchaser's funds do not clear the bank they are drawn on by Friday, June 23, 2017, or, if the signed Agreement is not returned to the County by its due date, the Deposit will be forfeited to the County.
2. The Agreement will include specific language addressing the current condition of the Property and the purchaser's obligation to return the Property to a safe and sanitary condition within a specified period of time. Specifically, as to the condition of the Property, the Agreement will include the following requirements:
 - A. That the purchaser acknowledges a clear understanding of the condition of the Property.
 - B. That the purchaser confirms an understanding that the purchase price assumes that the purchaser will incur significant costs returning the Property to a safe and sanitary condition.
 - C. That within 90 days of the closing of the sale (the "Closing"), the purchaser will restore the Property to a safe and sanitary condition in full compliance with code requirements, including, but not limited to the Columbia County

Solid Waste Management Ordinance No. 2013-1 and all applicable building/fire codes (the "remediation"). At a minimum, this requirement will obligate the purchaser(s) to:

- i. Remove from the Property accumulated solid waste, environmentally hazardous waste, hazardous solid waste, and source separated material, including, but not limited to: inoperable/abandoned vehicles (including but not limited to motorcycles, bicycles, boats, recreational vehicles, and campers); camp trailers; utility trailers; canopies; mowers; garden tractors; vehicle parts; motors; transmissions; tires; wheels; batteries; radiators; axles; other parts of vehicles or motor vehicles; farming implements; appliances; wood debris and waste except log firewood; other metal debris, including scrap metal; glass debris; plastic debris; rubber debris, paper debris; household debris; all fluids except clean H₂O(water); and any other solid waste materials that contribute to the current unsafe and nuisance condition of the Property.
 - ii. Remove, or bring into height compliance, existing fencing on the Property.
 - D. Within thirty (30) days of Closing, Purchaser will secure the dwelling and other structures on the property so as to prevent entry, use or occupancy of said improvements. Purchaser will not allow occupancy of the improvements until special inspections for fire hazard and other public health hazards are conducted by the Department of Land Development Services, and fire department, as necessary, and no conditions of occupancy are noted. If buildings have not been permitted in whole, or in part, by the Columbia County Department of Land Development Services, purchaser acknowledges and agrees that the structure(s) may be required to be demolished or removed in whole or in part.
 - E. Purchaser will guarantee performance of the remediation measures under the Agreement through a Performance Deposit in the amount of \$25,000, to be deposited with the Agreement. Purchaser will grant the County reasonable rights of access to the Property after Closing for the purpose of compliance with the remediation requirements of the Agreement, with said rights of access to terminate upon County's determination that all remediation requirements under the Agreement have been fulfilled. The County shall provide at least 24 hours' notice of its intent to inspect the Property and shall not unreasonably interfere with the purchaser's use and enjoyment of the Property during said inspections.
3. Proof that the remediation work required under the Agreement has been completed shall be in the form of a letter from the Columbia County Department of Land Development Services stating that the remediation has been completed to the full satisfaction of the County (the "Proof").
 - A. If the Proof is delivered within 90 days of Closing, the County shall return the Performance Deposit to purchaser within fifteen (15) days of receipt of the

Proof.

- B. If the Proof is not delivered within 90 days of Closing, purchaser shall be in default of this Agreement and will forfeit the Performance Deposit to County in its entirety. The County may, at its sole discretion, enter upon the Property for the purpose of completing the remediation. The County, 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 remediation, upon 24 hours written notice of intent to enter being posted on the Property. Furthermore, County will be entitled to recover from the purchaser the difference between the forfeited Performance Deposit and County's actual cost to complete the work.
4. In the event that purchaser wishes to complete an Environmental Site Assessment ("ESA") prior to Closing for the purpose of negotiating a prospective purchasers agreement ("PPA") with DEQ, or otherwise, the County will reasonably cooperate with said efforts, subject to a requirement that the ESA be completed within 60 days of the Earnest Money Agreement being signed by the purchaser and County.
5. The Property will be conveyed by quitclaim deed (the "Quitclaim Deed"), AS-IS, without covenants or warranties and subject to any municipal liens, easements and encumbrances of record. Except when additional time is reasonably necessary, the County will record the Quitclaim Deed within forty-five (45) days of the signed Agreement being returned to the County along with remaining amounts due under the Agreement and the \$145.00 Administrative Fee. The Quitclaim Deed will reserve to the County:
 - A. 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; and, as applicable,
 - B. All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

General Conditions

1. The County will not process Deposit checks for unsuccessful bidders. Unsuccessful bidders will be fully responsible for working with their respective banks to convert the Deposit checks back to cash.
2. Successful bids are not assignable or transferrable to another party, except in accordance with the Earnest Money Agreement signed by the purchaser.

3. Columbia County reserves the right, for any reason, to remove the Property from the Sheriff's Sale prior to the commencement of bidding on the Property.
4. If the Property is not sold at the Sheriff's Sale it will be qualified for private sale by the County in accordance with ORS 275.200(2) (Sale of Land Not Sold by Sheriff).

Sale Information:

County documents associated with this Sheriff's sale can be viewed at the Columbia County Board of County Commissioners Office, located at 230 Strand, St. Helens, Oregon, or online at <http://bit.ly/293QeKm>. The documents include: Maps; the Quitclaim Deed form; the Certificate of Sale Form.

Pre-sale questions should be directed to the County property administration contractor, Planchon Consulting: Steve@planchonconsulting.com 503-467-8699.

BIDDER ACCEPTANCE

I have reviewed and accept the terms and conditions of the Sheriff Sale for the property located at 58442 Nehalem Highway South, Vernonia, Oregon (Tax Account No. 24097).

Reviewed and Accepted By: _____ Date: _____
Signature

Printed Name Address

Phone Number: _____
City/State/Zip Code

Email Address: _____

If I purchase the property, I wish to take title in the name of:

(list all persons or entities who will be taking title, and how title should be written (e.g. tenants in common; as spouses; with rights of survivorship)).