

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Vernonia, Oregon, to Juan Marcos Ruiz and)
Tracie M. Ruiz Tax Map ID No. 4N4W 3BC10600)

ORDER NO. 72 - 2017

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 22496 and Tax Map ID No. 4N4W 3BC10600 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Bergerson, Barbara D. and Fred, et. al.*, Case No. 12-2579; and

WHEREAS, General Judgment was entered in *Columbia County v. Bergerson, Barbara D. and Fred, et. al.*, 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 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 September 12, 2017, 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, the Property is deemed surplus to the County's needs; and

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WHEREAS, it is in the best interest of the County to sell the Property to Juan Marcos Ruiz and Tracie M. Ruiz 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 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Juan Marcos Ruiz and Tracie M. Ruiz.
2. The Board of County Commissioners shall enter into a PSA with Juan Marcos Ruiz and Tracie M. Ruiz 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 8th day of November, 2017.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Henry Heimuller, Chair

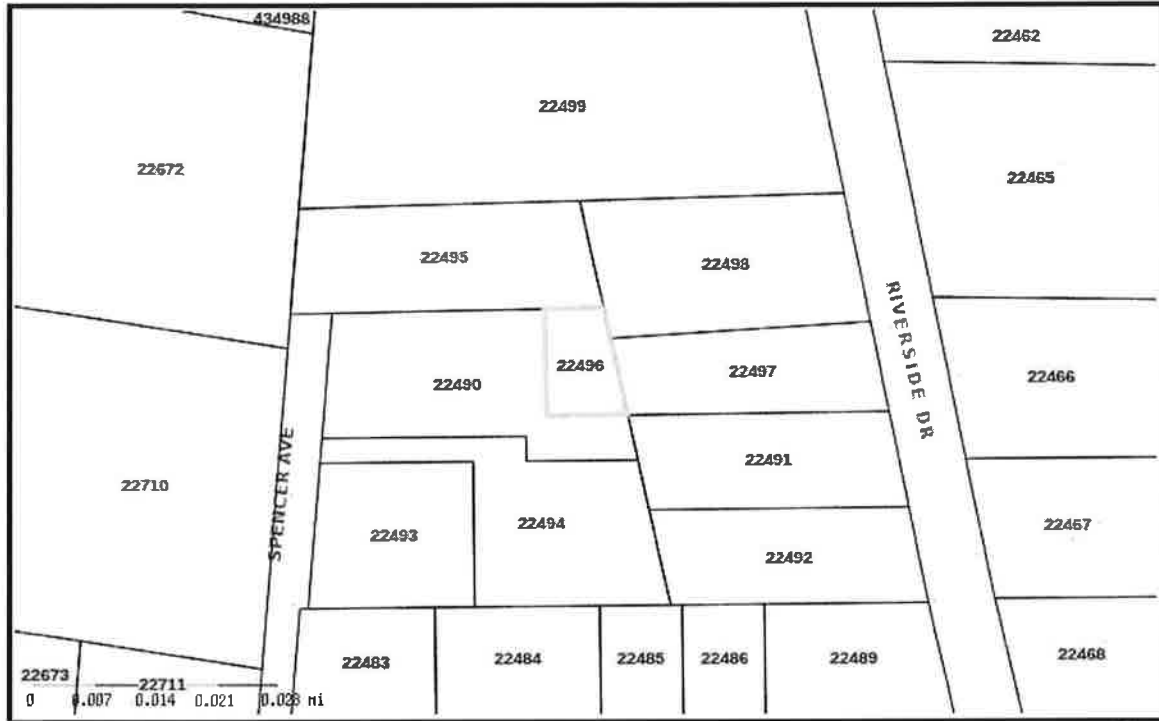
By: [Signature]
Margaret Magruder, Commissioner

By: [Signature]
Alex Tardif, Commissioner

Approved as to form:

By: [Signature]
Office of County Counsel

EXHIBIT 1



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 1

PURCHASE AND SALE AGREEMENT

Dated: _____, 2017

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

AND Juan Marcos Ruiz and Tracie M. Ruiz ("Buyers")

Collectively, "the Parties."

RECITALS

WHEREAS, on October 22, 2012, *nunc pro tunc* October 15, 2012, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v Bergerson, Barbara D & Fred, et. al.*, Case No. 12-2579; and

WHEREAS, on October 16, 2014, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Vernonia, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N4W 3BC10600 and Tax Account No. 22496 (the "Property"); and

WHEREAS, the Property is depicted on Exhibit A hereto; 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 September 12, 2017, 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. Buyers 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. Buyers 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. 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 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 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.
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. Buyers and Seller intend to close the sale on or before Wednesday, November 15, 2017, 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:
 - b.

<p>FOR SELLER: Board of County Commissioners</p>	<p>FOR BUYER: Juan Marcos Ruiz and</p>
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c/o Board Office Administrator
230 Strand, Room 338
St. Helens, OR 97051

Tracie M. Ruiz
894 Spencer Ave.
Vernonia, OR. 97064

- c. Assignment. This Agreement is not assignable by the Parties.
- d. 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.
- e. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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:

Juan Marcos Ruiz

Tracie M. Ruiz

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

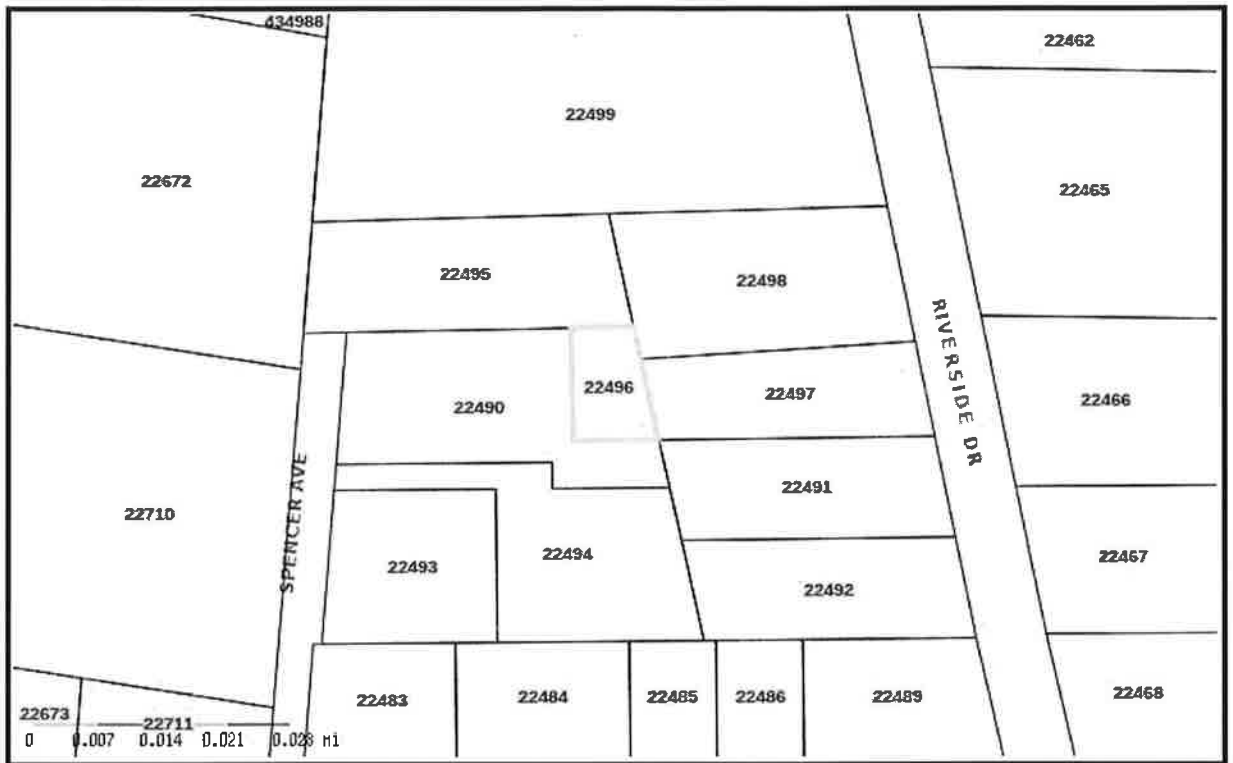
By: _____
Henry Heimuller, Chair

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A



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

AFTER RECORDING, RETURN TO GRANTEE:

Juan Marcos Ruiz and Tracie M. Ruiz
894 Spencer Ave.
Vernonia, OR. 97064

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 Juan Marcos Ruiz and Tracie M. Ruiz, 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. 4N4W 3BC10600 and Tax Account No. 22496, and more particularly described on Exhibit A hereto:

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 rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 72-2017 adopted on the 8th day of November, 2017, and filed in Commissioners Journal at Book ____, Page ____.

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the Southwest corner of Tract 4 Malmsten's River View, Columbia County, Oregon, thence East along the South line of said Tract 4, a distance of 160 feet to the Southeast corner of that certain tract of land conveyed to A. H. Hopson by deed recorded July 26, 1930 in Book 51 page 190, deed records of said Columbia County, said point being the true point of beginning of the herein described parcel of land; thence North, along the East of said Hopson tract, a distance of 64.08 feet, more or less, to the South line of that certain tract of land conveyed to M. E. Graven and Hazel D. Graven, husband and wife by deed recorded April 9, 1927, in Book 43, page 218, deed records of said Columbia County; thence east along the South line of said Graven tract, to the Southeast corner thereof, said point being on the West line of that certain tract of land conveyed to J. M. Little and Cleo Little, husband and wife by deed recorded February 24, 1928, in Book 44, page 161, deed records of said Columbia County; thence South 14°39' East along the West line of said Little tract, a distance of 66.165 feet to the Southwest corner thereof, said point being on the South line of said Tract 4, thence West, along said South line of Tract 4, a distance of 42 feet, more or less, to the true point of beginning.