

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
 Located at 58442 Nehalem Highway South in Vernonia,)
 Oregon, to Ryan M. Drake and Anthony W. Vanella) ORDER NO. 73-2017
 [Tax Map ID No. 4N4W08-DO-00500; Tax Account No. 24097])

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bahl, James L. & Freida M., et. al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land located at 58442 Nehalem Highway South, Vernonia, Oregon, by deed recorded as document number 2016-008867 in the Columbia County deed records (the "Property"); and

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

WHEREAS, the County offered the Property for sale at a Sheriff's Sale on May 25, 2017, with a minimum bid of \$30,000.00, 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 2017 Sheriff's Sale; and

WHEREAS, Ryan Drake and Anthony Vanella have offered to purchase the Property for \$20,000.00, or 66% of the minimum bid set at the May 25, 2017, 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 Ryan M. Drake and Anthony W. Vanella for \$20,145.00, with a performance deposit;

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 Ryan M. Drake and Anthony W. Vanella, for \$20,145.00.
2. The Board of County Commissioners shall enter into a purchase and sale agreement with Ryan M. Drake and Anthony W. Vanella in a form substantially the same as Exhibit "B" hereto.
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "A" hereto.

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

DATED this 11th day of October, 2017.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Henry Heimuller, Chair

By: [Signature]
Margaret Magruder, Commissioner

Approved as to form:

By: [Signature]
Office of County Counsel

By: [Signature]
Alex Tardif, Commissioner

AFTER RECORDING, RETURN TO GRANTEE:

Ryan M. Drake
64925 Deer Island Heights Dr.
Deer Island, OR 97054

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 Ryan M. Drake and Anthony W. Vanella, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as 4N4W08-DO-00500, Tax Account No. 24097, and more particularly described in Exhibit A hereto.

The true and actual consideration for this conveyance is \$20,145.00.

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. 73-2017 adopted on the 11th day of October, 2017, and filed in Commissioners Journal at Book ____, Page ____.

EXHIBIT A
4N4W08-DO-00500 Tax Account No. 24097

A tract of land in Section 08 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at a point that is South 308.7 feet and West 2156.5 feet from the quarter corner between Sections 8 and 9, Township 4 North, Range 4 West of Willamette Meridian, Columbia County, Oregon; said point being also the Northwest corner of the parcel of land described in Deed to O.E. Dent et ux and recorded in Book 35 at Page 201, Records of Deeds for Columbia County, Oregon; thence from said point of beginning, following the Westerly line of said Dent tract, South $11^{\circ}56'$ East 286.3 feet to the Northwesterly line of the P.A. & P.R.R. Right of way; thence along said right of way, South $74^{\circ}34'$ West 109.0 feet; thence South $78^{\circ}19'$ West 150.1 feet; thence leaving the railroad right of way, North $11^{\circ}55'$ West 411.6 feet; thence South $77^{\circ}11'$ East 285.0 feet to the place of beginning.

EXCEPTING THEREFROM that portion described in deed to the State of Oregon, by and through its Department of Transportation, recorded June 21, 1994, Fee No. 94-06073, Records of Columbia County, Oregon.

PURCHASE AND SALE AGREEMENT

Dated: _____, 2017

BETWEEN COLUMBIA COUNTY, a political subdivision of the State of Oregon ("Seller" or "County")
AND Ryan M. Drake and Anthony W. Vanella ("Buyers")
Collectively, the "Parties."

RECITALS

WHEREAS, on January 29, 2015, nunc pro tunc October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in Columbia County v. Bahl James L. & Freida M., et. al., Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land located at 58442 Nehalem Highway South, Vernonia, , Oregon, Tax Map ID No. 4N4W08-DO-00500, Tax Account No. 24097, (the "Property") by deed recorded as document number 2016-008867 in the Columbia County deed records; 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 Sheriff's Sale on May 25, 2017, with a minimum bid of \$30,000.00, 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 2017 Sheriff's Sale; and

WHEREAS, Buyers have offered to purchase the Property for \$20,000.00, or 66% of the minimum bid set at the May 25, 2017, 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;

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AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyers agree 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.** 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 \$25,145.00, with said amount including the Purchase Price and a \$5,000.00 performance deposit, guaranteeing performance under Section 10 herein (the "Performance Deposit").
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.
 - 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 Deposit at the same time that the signed Purchase and Sale Agreement is delivered to the Seller..
 - 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 under this Agreement, this Agreement and the rights and obligations of the Buyers and the Seller shall terminate, except as otherwise provided herein. In the event of said termination, Buyers' agreements provided for in Section 4.C. above shall survive termination.
6. Default; Remedies. 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 not to sell the Property to Buyers, through no fault of Buyers, the Purchase Price and Performance Guarantee shall be refunded to Buyers.
7. Closing of Sale. Buyers and Seller intend to close the sale on or before 4 p.m. on Wednesday, October 11, 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.
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. Buyers' Obligation to Remediate Property.
 - A. Buyers acknowledge they have performed sufficient due diligence review of the title and physical circumstances of the Property. Buyers represent that they have been given access to the Property and have a clear understanding of the condition of the Property, including but not limited to accumulated solid waste. Buyers represent that the Purchase Price assumes that the Buyers will incur significant costs returning the Property to a safe and sanitary condition. Buyers agree to return the Property to a safe and sanitary condition as provided herein, in full compliance with all applicable provisions of law.
 - B. No later than one hundred and twenty (120) days from Closing, Buyers shall restore the Property to a safe and sanitary condition in full compliance with code requirements, including but not limited to Columbia County Solid Waste Management Ordinance No. 2013-1, and all applicable building and fire codes. At a minimum, this requirement will

require the Buyers 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; and
 - ii. Remove, or bring into height compliance, existing fencing on the Property;
- C. Within thirty (30) days of Closing, Buyers will secure the dwelling and other structures on the Property so as to prevent entry, use or occupancy of said improvements. Buyers 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, Buyers acknowledge and agree that the structure(s) may be required to be demolished or removed in whole or in part and that Buyers will comply with any such direction.
- D. Buyers will guarantee performance of the remediation measures described in 10.B-C, above (the "remediation measures"), through a Performance Deposit in the amount of \$5000, to be paid before Closing. Buyers grant the County, its officers, agents, and employees, a license to access the Property after Closing for the purpose of determining compliance with the remediation measures described herein. Said license to access the Property will terminate upon the County's determination that all remediation measures have been completed. The County shall provide at least 24 hours' notice of its intent to inspect the Property and shall not unreasonably interfere with the Buyers' use and enjoyment of the Property during said inspections.
- E. Proof that the remediation measures described in 10.B-C, above, have been completed shall be in the form of a letter or letters from the Columbia County Department of Land Development Services stating that the remediation measures have been completed to the full satisfaction of the County (the "Proof"), within the times required herein.
- F. If the Proof is delivered within the times required herein, the County shall return the Performance Deposit to Buyers within 15 business days of receipt of proof that ALL Remediation Measures have been completed. Proof shall be delivered to the Board Office Administrator at the address set forth in Section 11.A.
- G. If Proof is not delivered within 120 days of Closing, Buyers shall be in default under this Agreement and will forfeit the Performance Deposit to the County in its entirety. The County may, in its sole discretion, enter upon the Property for the purpose of completing the remediation measures. The County, its officers, agents, and employees, are hereby granted 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. The license shall continue for so long as

may be reasonably necessary to complete the remediation measures described herein. Buyers shall pay to the County the difference between the forfeited Performance Deposit and the County's actual cost to complete the work within 15 days of receipt of an invoice therefor. Buyers shall indemnify and hold the County, its officers, agents, and employees harmless for any damage to person or property arising from the licenses granted in this Agreement. In addition to the foregoing, Sellers shall have the right to take any action allowed in law or equity to enforce this Agreement.

- H. Seller may, upon good reason shown by Buyers, in its sole discretion, extend the performance deadline for remediation measures by delivery of a written extension thereof, which shall act to extend the performance deadlines provided herein without need to amend this Agreement.
- J. Buyers' obligations described in this Section 10 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:

Ryan M. Drake
64925 Deer Island Heights Dr.
Deer Island, OR 97054

- 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 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.
- 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

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"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:

Ryan M. Drake
Date: _____

Anthony W. Vanella
Date: _____

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

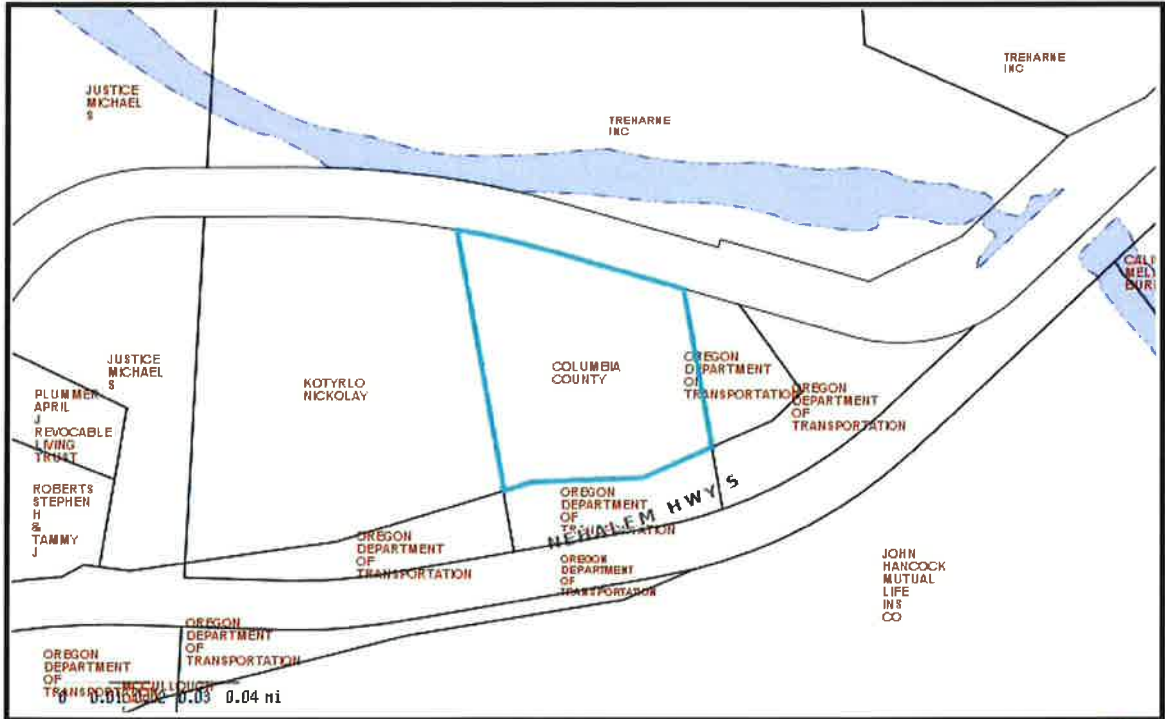
By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 24097



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:**

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