EXHIBIT C

Earnest Money Agreement

COLUMBIA COUNTY TAX FORECLOSURE PROPERTIES
SHERIFF SALE

EARNEST MONEY AGREEMENT

Dated: November _____, 2026

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

AND _____ ("Buyer")

Seller and Buyer are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Seller acquired the property depicted on Exhibit "A" and described on Exhibit "B" through those certain tax foreclosure deeds dated _____, _____, _____, and recorded in the Deed Records of the County as Document Nos. _____, _____, and _____, (the "Property"); and

WHEREAS, the Columbia County Board of Commissioners ordered the sale of the Property by Sheriff's Sale starting on November 17, 2026 (the "Sheriff's Sale") in accordance with ORS 275.110 and Board Order No. 34-2026; and

WHEREAS Buyer was the Apparent High Bidder for the Property at the Sheriff's Sale; and

WHEREAS, the Columbia County Board of Commissioners have approved the sale of the Property to Buyer 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 $_____ (the "Purchase Price"). The County received an earnest money deposit of $_____ on _____, 2026, from Buyer (the "Deposit"), which will be applied to the Purchase Price.

2. Transaction Costs. In addition to the Purchase Price, Buyer will pay $_____ for incidental costs associated with the sale, including recording fees (the "Administrative Fee").

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 sale of the Property is subject to any Homeowner Association or similar lien.
   E. The Quitclaim Deed will reserve to Seller all rights to any County, public, forest Civilian Conservation Corp roads.
   F. Buyer will be relying 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 Buyer paying the Purchase Price and the Administrative Fee, less the Deposit, in one payment on or before **November 24, 2026 at 4:30 pm** Pacific Standard Time**.** Payment is considered received with it is received in the Office of Columbia County Commissioners in St Helens, Or. In the event that Buyer fails to do so, this Agreement shall terminate, the Deposit will be forfeited by Buyer and Seller shall have no further obligations to Buyer.

5. Indemnification. 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 OR RELATING TO THIS AGREEMENT OR 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 DEED.

6. Seller's Decision to Terminate. 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. If Seller terminates the Agreement due to no fault of Buyer, the Deposit will be returned to Buyer.

7. Possession. Buyer shall be entitled to exclusive possession of the Property at the time sale is closed.

8. 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 or electronic 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 any 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:	FOR BUYER:
Jacyn Normine,	_____
Office & Lands Administrator	_____
Columbia County Board	_____
of Commissioners	_____
251 St Helens St	_____
St. Helens, OR 97051	
Phone No: 503-397-4322	

B. Assignment. This Agreement may not be assigned without the written approval of Seller, which can be withheld for any reason by Seller.

C. Attorney's 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. Buyer will be relying on the results of inspections and investigations completed by Buyer, and not upon any representation made by Seller.

ii. 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.

iii. All requisite action (corporate, trust, partnership, or otherwise)

has 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.

iv. 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.

v. 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, 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. Counterpart Signatures. 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. The facsimile or email 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 or email will confirm facsimile transmission by signing and delivering a duplicate original document.

J. Time is of the Essence. The Parties agree that time is of the essence.

K. Conflicts with Sale Terms and Conditions. In the event of a conflict between the Terms and Conditions for the November 17, 2026, Sheriff's Sale and this Agreement, this Agreement shall prevail.

L. INTEGRATION, MODIFICATIONS, 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.

M. 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:

_____

_____

Date:_____

FOR COUNTY:

By: _____
Jacyn Normine
Columbia County Land Administrator
Under Authority of Board Order 34-2026

Date:_____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Bid Item ____
Map

EXHIBIT B
Quit Clam Deed with Legal Description

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners for
Columbia County, Oregon
230 Strand, Room 338
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

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

_____,
hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. _____ and Tax Account No. _____, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is $_____.

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.

This conveyance is made pursuant to Board of County Commissioners Order No. adopted on the ____ day of _____, 2026, and filed in Commissioners Journal at Book ___, Page ___.

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.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Kellie Jo Smith, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss. ACKNOWLEDGMENT
County of Columbia)

This instrument was acknowledged before me on the _____ day of _____, 2026, by Kellie Jo Smith, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHBIT A

Legal Description