BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 4, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, April 27, 2016 Board meeting;
- Minutes, April 27, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) Michael Ray: Rainier Transit Center Design concept

2) Proclaim May 15-21, 2016 as "Emergency Medical Services Week".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 5/2/16.

(B) Order No. 10-2016, "In the Matter of Conveying Certain Real Property in Rainier, Oregon, to Richard Bakko, Brenda Cameron, and Richard Hermo [Tax Map ID No. 7N2W16DC01300]".

(C) Order No. 15-2016, "In the Matter of Conveying Certain Real Property in Rainier, Oregon, to Richard A. Vance [Tax Map ID No. 7N2W16DD1500]".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(D) Engagement Letter to Pauly Rogers and Co., P.C. for FY 2016 Audit and Financial Statement Services for the Columbia County Development Agency and Authorize the Chair to sign.

(E) Engagement Letter to Pauly Rogers and Co., P.C. for FY 2016 Audit and Financial Statement Services for Columbia County and Authorize the Chair to sign.

(F) Purchase and Sale Agreement with Richard Bakko, Brenda Cameron and Richard Hermo for 404 East Street, Rainier, Oregon; Tax Map ID No. 7N2W16-DC-01300 and authorize the Chair to sign.

(G) Quitclaim Deed to Richard Bakko, Brenda Cameron, and Richard Hermo for 404 East Street, Rainier, Oregon; Tax Map ID No. 7N2W16-DC-01300 and authorize the Chair to sign.

(H) Purchase and Sale Agreement with Richard A. Vance for Sale of Property in Rainier, Oregon [Tax Map ID No. 7N2W16DD1500]".

(I) Quitclaim Deed to Richard A. Vance for Property in Rainier, Oregon [Tax Map ID NO. 7N2W16DD1500] and authorize the Chair to Sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

PROCLAMATION

WHEREAS: Emergency medical services is a vital service to the community; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of physicians, nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical service providers.

NOW, THEREFORE, the Columbia County Board of Commissioners do hereby proclaim the week of May 15-21, 2016 as ***"Emergency Medical Services Week"*** in Columbia County and encourages all county residents to join in this observation and the appropriate programs, ceremonies and activities.

Dated at St. Helens, Oregon this _____ day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller Commissioner

By:_____
Earl Fisher, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property	)	
In Rainier, Oregon, to Richard Bakko, Brenda Cameron	)	**ORDER NO. 10 –2016**
and Richard Hermo Tax Map ID No. 7N2W16DC01300	)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 18274 and Tax Map ID No. 7N2W16DC01300 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *2305 Columbia Building, LLC, et al.,* Case No. 13-CV05366; and

WHEREAS, General Judgment was entered in Columbia County v. 2305 Columbia Building, LLC., on January 3, 2014, nunc pro tunc October 3, 2014, and the Property was conveyed to Columbia County on October 21, 2015, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2015-008939; 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, ORS 275.180 provides that the County, in its sole discretion may at any time, without the publication of notice, sell and convey by deed signed by the Board of County Commissioners to the record owner, any property acquired by the County for delinquent taxes for not less than the amount of taxes and interest accrued and charged against such property at the time of purchase by the County with interest at the rate of six percent per annum from the date of such purchase; and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Twyla Bakko; and

WHEREAS, Twyla Bakko died intestate on March 19, 2013; and

WHEREAS, According to filings in Columbia County Circuit Court No. 14PB02051, Twyla Bakko's heirs were her husband Richard Bakko, and children, Brenda Cameron, and Richard Hermo; and

WHEREAS, Richard Bakko, Brenda Cameron, and Richard Hermo were the record owners of the Property at the time the County took deed to the Property on October 21, 2015, for purposes of ORS 275.180; and

WHEREAS, the Property is deemed surplus to the County's needs; and

WHEREAS, it is in the best interest of the County to sell the Property to the prior record owners for $16,100.00 in accordance with the terms and conditions of the PSA; and

WHEREAS, the agreed upon purchase price complies with the requirement of ORS 275.180 that the Property be sold for not less than the amount of taxes and interest accrued and charged against such property at the time of transfer to the County with interest at the rate of six percent per annum from the date of such purchase;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.180, the Board of County Commissioners authorizes the sale of the above-described Property to Richard Bakko, as to an undivided 50% interest; Brenda Cameron, as to an undivided 25% interest; and Richard Jeffrey Hermo, as to an undivided 25% interest; all as tenants in common.

2. The Board of County Commissioners shall enter into a PSA with the above-named parties 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 ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

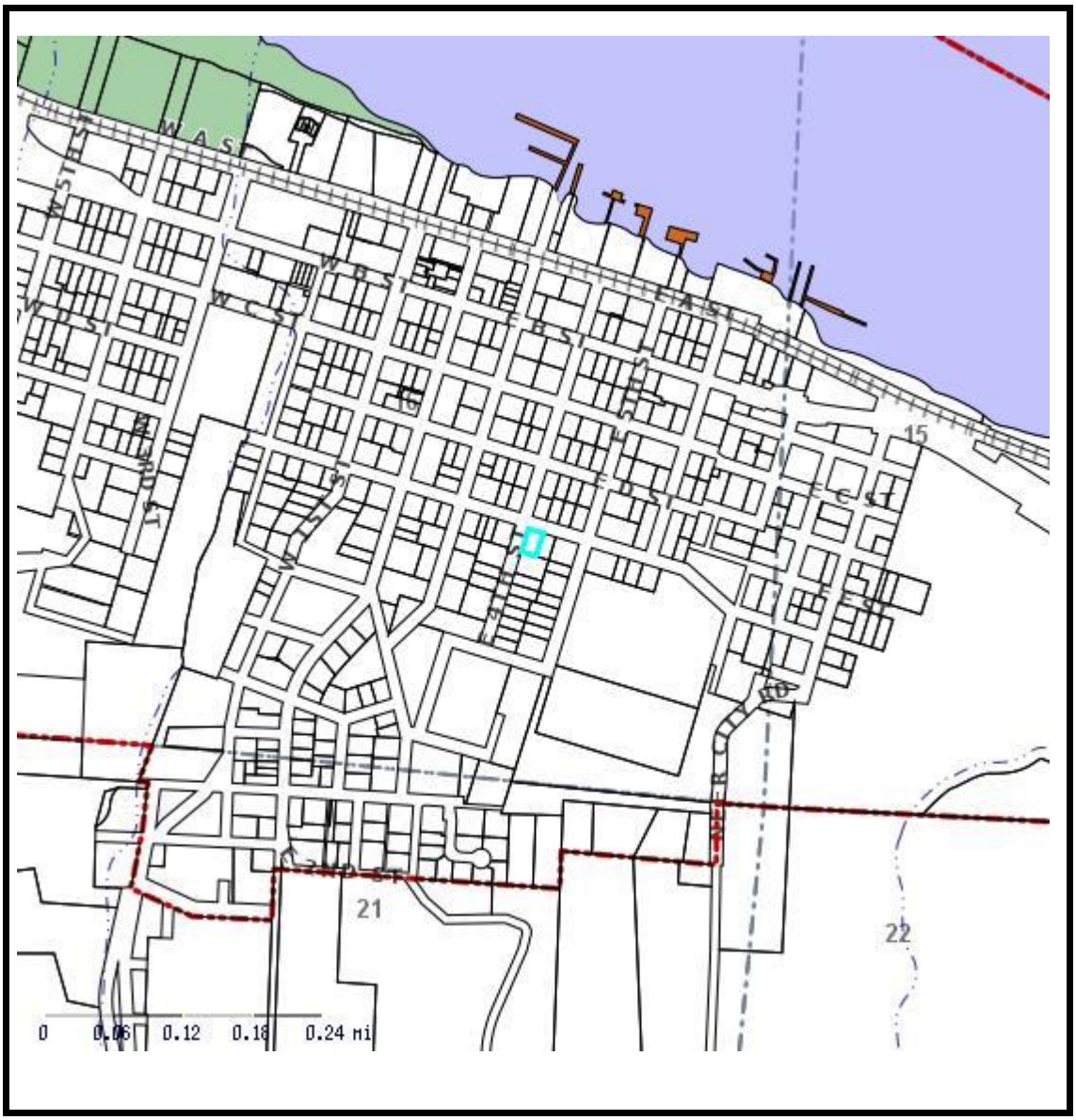
By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT 1



Columbia County
Oregon

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 2

PURCHASE AND SALE AGREEMENT

Dated: _____ , 2016

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

AND Richard Bakko, Brenda Cameron Richard Jeffrey Hermo ("Buyers")

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. 13CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon, which was formerly owned by Twyla Bakko; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N2W16-DC-01300, is located at 404 East E Street, in Rainier, and is legally described as:

> Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Bock 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon (the "Property"); and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Twyla Bakko; and

WHEREAS, Twyla Bakko died intestate on March 19, 2013; and

WHEREAS, According to filings in Columbia County Circuit Court No. 14PB02051, Twyla Bakko's heirs were her husband, Richard Bakko, and children, Brenda Cameron, and Richard Hermo; and

WHEREAS, Richard Bakko, Brenda Cameron, and Richard Hermo were the record owners of

the Property at the time the County took deed to the Property on October 21, 2015, for purposes of ORS 275.180; and

WHEREAS, the Columbia County Board of Commissioners has determined that it is in the best interest of the County to sell the Property to the heirs of Twyla Bakko, in accordance with ORS 275.180; and

WHEREAS, one or more of the Buyers have continued to reside in the residence located on the Property; and

WHEREAS, Richard Bakko has requested that the Property be conveyed to Buyers; and

WHEREAS, the Columbia County Board of Commissioners has agreed 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 $16,100.00, which includes the cost of recording of the Quitclaim Deed provided for herein. Payment shall be made by **cash, money order or cashier's check**, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051.*

2. Buyers' Conditions to Closing. Buyers' obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyers not later than the Closing Date (defined in Section 6) unless otherwise specified or waived by Buyers. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyers' benefit and may be deemed satisfied or waived only by Buyers in their sole discretion. If Buyers have not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

3. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date, unless otherwise specified or waived by Seller:
   a. Buyers shall deliver to Seller by **cash, money order, or cashier's check** the balance of the purchase price, minus the $500.00 administrative fee payment already received by the Seller.
   b. Buyers shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.
   c. BUYERS AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING BUT NOT

LIMITED TO ATTORNEY'S FEES, THAT THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS MAY SUSTAIN OR INCUR ON ACCOUNT OF: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT THE COUNTY 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 BUYERS' USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEED.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

4. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 2 or 3, 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, the escrow, if any, and the rights and obligations of the Buyers and the Seller shall terminate, in which case Buyers agrees to immediately remove all persons and personal property from the Property.

5. 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.

6. Closing of Sale. Buyers and Seller intend to close the sale by Friday, April 29, 2016, but no later than May, 15, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyers have notified Seller that they are prepared to close. The sale shall be "Closed" when the funds provided for in Section 3.a. are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyers with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyers in accordance with instructions included in the Quitclaim Deed.

7. Closing Costs; Prorates. Reserved.

8. Possession. Buyers shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 6 above. Buyers acknowledge that current occupancy is not authorized by Seller and is done so at Buyers risk and liability. Notwithstanding this acknowledgement, Buyers will maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and will not cause or permit any waste. Risk of loss or damage to the Property shall be Buyers' until Closing and Buyers' at and after Closing. Buyers acknowledge and agree that Buyers are solely responsible for any violations of laws, codes, rules or regulations applicable to the Property. This paragraph shall survive Closing and shall not merge with the deed.

9. Condition of Property. Buyers shall acquire the Property "AS IS" with all faults and Buyers shall rely on the results of their own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller.

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:

FOR SELLER:	FOR BUYERS:
Board of County Commissioners	Richard Bakko
c/o Board Office Administrator	P.O. Box 465
230 Strand, Room 318	Rainier, OR 97048
St. Helens, OR 97051	

b. Assignment. Neither party may assign this Agreement.

c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.

d. 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."

e. 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 contains the entire

agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants 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. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

f. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

g. Buyers' Representations and Warranties. Buyers' representations and warranties shall survive Closing and shall not merge with the deed.
   i. The Buyers 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.
   ii. All requisite action (corporate, trust, partnership, or otherwise) has 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.

h. 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.

i. 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.

j. 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.

k. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyers and accrued and unpaid obligations relating to the Property and for which Buyers will be responsible, shall be the responsibility of Buyers. Real property taxes assessed after Closing on account of prior special assessment of the Property (e.g. as farm or forest property) shall be paid by Buyers.

l. 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.

FOR BUYERS:

RICHARD BAKKO
BRENDA CAMERON
RICHARD JEFFREY HERMO

_____
[Signature]

_____
[Signature]

_____
*[Signature]*Date:_____

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Date:_____

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard Bakko
P.O. Box 465
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

EXHIBIT A

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 Richard Bakko, as to an undivided 50% interest, Brenda Cameron, as to an undivided 25% interest, and Richard Jeffrey Hermo, as to an undivided 25% interest (Grantees), as tenants in common, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16-DC-01300 and Tax Account No. 18274, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $16,100.00.

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. 10- 2016 adopted on the ____ day of _____, 2016, 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 , 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

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

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 18274
Tax Map ID No. 7N2W16DC01300

Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Bock 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property	)	
In Rainier, Oregon, to Richard A. Vance	)	**ORDER NO. 15-2016**
Tax Map ID No. 7N2W16DD1500	)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 29308 and Tax Map ID No. 7N2W16DD1500 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *Transition Support Services Inc., et al.,* Case No. 00-2420; and

WHEREAS, the Property is generally depicted on Exhibit "1" hereto, and specifically described in the Purchase and Sale Agreement attached as Exhibit "2" hereto, which is incorporated herein by this reference; and

WHEREAS, the Property is deemed surplus to the County's needs; and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of $8,136.00, and no offers were received; and

WHEREAS, ORS 275.200 (2) authorizes the County to sell all or a part of the Property without further notice, subject to the purchase price being no less than 15% of the minimum bid required at the December 4, 2014 Sheriff's sale ($1,220.40); and

WHEREAS, Richard A. Vance, an adjacent property owner, has offered to purchase the property for $4,000.00, with the offer significantly exceeding the $1,220.40 minimum sale price required under ORS 275.200(2); and

WHEREAS, other adjacent property owners were notified in writing on February 23, 2016, that a purchase inquiry about the Property had been received by the County, and no other interests or concerns resulted from that notification; and

WHEREAS, pursuant to ORS 275.200(2), the Property may now be sold without further notice;

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 Richard A. Vance for $4,000.00, plus an administrative fee of $145.00.

2. The Board of County Commissioners shall enter into a Purchase and Sale Agreement (PSA) with Richard A. Vance 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 "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 ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT "1"

Columbia County

Oregon

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 "2"

PURCHASE AND SALE AGREEMENT

Dated: _____, 2016

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

AND **Richard A. Vance** ("Buyer")

RECITALS

WHEREAS, on October 10, 2000, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Transition Support Services Inc., et al., Case No. 00-2420*; and

WHEREAS, on November 8, 2002, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon; and

WHEREAS, said parcel of land is currently assigned Tax Map ID No. 7N2W16-DD-1500, is located northwest the intersection of East E and East 8th Streets in Rainier, and is legally described as:

> All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning (hereinafter, the "Property"); and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of $8,136.00, 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 2014 Sheriff's sale; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell 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 $4,000.00. Payment shall be made by cash, money order or cashier's check, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051*.

2. Administrative Fee. Buyer agrees to pay an administration fee equal to $145.00 to reimburse the County for its recording costs, as well as other general administrative costs.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyer not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Buyer. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in his sole discretion.

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 as defined in Section 7, below, unless otherwise specified or waived by Seller:

A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of $4,145.00, which amount equals the purchase price, plus an administrative fee provided for in Section 2 above.

C. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.

D. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS MAY SUSTAIN OR INCUR ON ACCOUNT OF: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT THE COUNTY 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, HIS 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 BE MERGED WITH THE DEED.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4, above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

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.

7. Closing of Sale. The sale shall be closed as soon as possible but no later May 26, 2016, (the "Closing Date"), with the actual time and date of Closing to be set by Seller once Buyer has notified Seller that he is prepared to close. The sale shall be "closed" when the funds provided for in Section 4.a are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyer with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyer in accordance with instructions included in the Quitclaim Deed.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is "closed" in accordance with Section 7 above.

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller.

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 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:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	Richard A. Vance
c/o Office Administrator	P.O. Box 777
230 Strand, Room 318	Rainier, OR 97048
St. Helens, OR 97051	

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive closing and shall not merge with the deed.

D. 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.

E. 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 contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants 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. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

G. Buyer's Representations and Warranties. Buyer's representations and warranties shall survive closing and shall not merge with the deed.

i. 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.

ii. 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.

iii. 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.

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 Buyer is a party.

H. 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.

I. 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.

J. 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.

K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer.

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L. 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.

FOR BUYER:

RICHARD A. VANCE

_____
[Signature]

Dated this ____ day of May, 2016.

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated this_____ day of May, 2016

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard A. Vance
P.O. Box 777
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

EXHIBIT "A"

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 **RICHARD A. VANCE**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16DD1500 and Tax Account No. 29308, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $4,145.00.

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 rights, 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. 15- 2016 adopted on the ____ day of _____, 2016, 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 May, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning

PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

February 27, 2015

Columbia County Development Agency
St. Helens, Oregon

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2015. We will audit the basic financial statements of Columbia County Development Agency as of and for the year ended June 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of Columbia County Development Agency and other procedures we consider necessary to enable us to express such opinions. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining internal controls for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Agency involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the Agency received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Agency complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or illegal acts that we may report.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements Prepared by Management

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees and Other Items

Matthew Graves, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The Agency agrees to hold Pauly, Rogers & Co., P.C. and its partners, principals and employees harmless from claims, liabilities, loses and costs arising out of any intentional misrepresentation made by Agency, its officers, agents or employees.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation.

The fees for our services should not exceed the following:

Audit Services:		
Financial Statement Audit	$	4,000
Non-Audit Services:		
Preparation of Financials Statements (including review, printing and binding of reports)		500
Total	$	4,500

This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of $40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We appreciate the opportunity to be of service to Columbia County Development Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,

Matthew Graves, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

February 27, 2015

Columbia County, Oregon
230 Strand Street
St. Helens, OR 97051

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2015. We will audit the basic financial statements of Columbia County, Oregon as of and for the year ended June 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on (1) Internal Control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards;* (2) Internal control related to major programs and an opinion on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and

major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of Columbia County, Oregon, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions to the financial statements or the Single Audit compliance opinion are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed our opinions, we may decline to express opinions or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. You are also responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further you are responsible for designating an individual with suitable skill, knowledge, or experience to oversee our assistance any other nonattest services we provide; and for evaluating the adequacy and results of those nonattest services and accepting responsibility for them. Nonattest services are not conducted in accordance with *Government Auditing Standards.*

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance with laws, regulations, contracts and agreements, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions underlying the measurement or presentation of the supplementary information.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the

reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken on to address significant findings and recommendations resulting from those audits, attestation engagements performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements Prepared by Management

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by errors, fraud, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors and abuse that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly

inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these

procedures will be to express an opinion the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other Items

Matthew Graves, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The County agrees to hold Pauly, Rogers & Co., P.C. and its partners, principals and employees harmless from claims, liabilities, loses and costs arising out of any intentional misrepresentation made by County, its officers, agents or employees.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following:

Audit Services:	
Financial Statement Audit (including single audit)	$ 30,700
Non-Audit Services:	
Preparation of Financials Statements (including review, printing and binding of reports)	1,600
Total	$ 32,300

This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of $40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

Columbia County, Oregon
February 27, 2015

We appreciate the opportunity to be of service to Columbia County, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,

Matthew Graves, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

PURCHASE AND SALE AGREEMENT

Dated: _____ , 2016

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

AND Richard Bakko, Brenda Cameron Richard Jeffrey Hermo ("Buyers")

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. 13CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon, which was formerly owned by Twyla Bakko; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N2W16-DC-01300, is located at 404 East E Street, in Rainier, and is legally described as:

> Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Bock 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon (the "Property"); and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Twyla Bakko; and

WHEREAS, Twyla Bakko died intestate on March 19, 2013; and

WHEREAS, According to filings in Columbia County Circuit Court No. 14PB02051, Twyla Bakko's heirs were her husband, Richard Bakko, and children, Brenda Cameron, and Richard Hermo; and

WHEREAS, Richard Bakko, Brenda Cameron, and Richard Hermo were the record owners of the Property at the time the County took deed to the Property on October 21, 2015, for purposes of ORS 275.180; and

WHEREAS, the Columbia County Board of Commissioners has determined that it is in the best interest of the County to sell the Property to the heirs of Twyla Bakko, in accordance with ORS 275.180; and

WHEREAS, one or more of the Buyers have continued to reside in the residence located on the Property; and

WHEREAS, Richard Bakko has requested that the Property be conveyed to Buyers; and

WHEREAS, the Columbia County Board of Commissioners has agreed 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 $16,100.00, which includes the cost of recording of the Quitclaim Deed provided for herein. Payment shall be made by **cash, money order or cashier's check**, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051.*

2. Buyers' Conditions to Closing. Buyers' obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyers not later than the Closing Date (defined in Section 6) unless otherwise specified or waived by Buyers. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyers' benefit and may be deemed satisfied or waived only by Buyers in their sole discretion. If Buyers have not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

3. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date, unless otherwise specified or waived by Seller:
   a. Buyers shall deliver to Seller by **cash, money order, or cashier's check** the balance of the purchase price, minus the $500.00 administrative fee payment already received by the Seller.
   b. Buyers shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.
   c. BUYERS AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS MAY SUSTAIN OR INCUR ON ACCOUNT OF: (1)

ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT THE COUNTY 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 BUYERS' USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEED.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

4. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 2 or 3, 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, the escrow, if any, and the rights and obligations of the Buyers and the Seller shall terminate, in which case Buyers agrees to immediately remove all persons and personal property from the Property.

5. 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.

6. Closing of Sale. Buyers and Seller intend to close the sale by Friday, April 29, 2016, but no later than May, 15, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyers have notified Seller that they are prepared to close. The sale shall be "Closed" when the funds provided for in Section 3.a. are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyers with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyers in accordance with instructions included in the Quitclaim Deed.

7. Closing Costs; Prorates. Reserved.

8. Possession. Buyers shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 6 above. Buyers acknowledge that current occupancy is not authorized by Seller and is done so at Buyers risk and liability. Notwithstanding this acknowledgement, Buyers will maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and will not cause or permit any waste. Risk of loss or damage to the Property shall be Buyers' until Closing and Buyers' at and after Closing. Buyers acknowledge and agree that Buyers are solely responsible for any violations of laws, codes, rules or regulations applicable to the Property. This paragraph shall survive Closing and shall not merge with the deed.

9. Condition of Property. Buyers shall acquire the Property "AS IS" with all faults and Buyers shall rely on the results of their own inspection and investigation in acquisition of the Property, and

not upon any representation made by the Seller.

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:

FOR SELLER:	FOR BUYERS:
Board of County Commissioners	Richard Bakko
c/o Board Office Administrator	P.O. Box 465
230 Strand, Room 318	Rainier, OR 97048
St. Helens, OR 97051	

b. Assignment. Neither party may assign this Agreement.

c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.

d. 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."

e. 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 contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their

respective successor and assigns. Each party represents, covenants and warrants 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. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

f. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

g. Buyers' Representations and Warranties. Buyers' representations and warranties shall survive Closing and shall not merge with the deed.
   i. The Buyers 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.
   ii. All requisite action (corporate, trust, partnership, or otherwise) has 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.

h. 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.

i. 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.

j. 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.

k. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyers and accrued and unpaid obligations relating to the Property and for which Buyers will be responsible, shall be the responsibility of Buyers. Real property taxes assessed after Closing on account of prior special assessment of the Property (e.g. as farm or forest property) shall be paid by Buyers.

l. 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.

FOR BUYERS:

RICHARD BAKKO
BRENDA CAMERON
RICHARD JEFFREY HERMO

_____
[Signature]

_____
[Signature]

_____
*[Signature]*Date:_____

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Date:_____

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard Bakko
P.O. Box 465
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

EXHIBIT A

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 Richard Bakko, as to an undivided 50% interest, Brenda Cameron, as to an undivided 25% interest, and Richard Jeffrey Hermo, as to an undivided 25% interest (Grantees), as tenants in common, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16-DC-01300 and Tax Account No. 18274, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $16,100.00.

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. 10- 2016 adopted on the ____ day of _____, 2016, 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 _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 18274
Tax Map ID No. 7N2W16DC01300

Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Bock 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon.

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard Bakko
P.O. Box 465
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

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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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IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 18274
Tax Map ID No. 7N2W16DC01300

Beginning at a point that is Southerly 80 feet from the Southwest corner of Block 27, of DEAN BLANCHARD'S PLAT OF THE CITY OF RAINIER, the same being filed and recorded in Book J, Page 142, Deed Records of Columbia County, Oregon, said point being on the Southerly prolongation of the West boundary of said Bock 27; thence from said point of beginning, continuing Southerly on said line 100 feet; thence Easterly at right angles 60 feet; thence Northerly at right angles 100 feet; thence Westerly at right angles 60 feet to the place of beginning, being situated in Section 16, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon.

PURCHASE AND SALE AGREEMENT

Dated: ____, 2016

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

AND **Richard A. Vance** ("Buyer")

RECITALS

WHEREAS, on October 10, 2000, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Transition Support Services Inc., et al., Case No. 00-2420*; and

WHEREAS, on November 8, 2002, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon; and

WHEREAS, said parcel of land is currently assigned Tax Map ID No. 7N2W16-DD-1500, is located northwest the intersection of East E and East 8th Streets in Rainier, and is legally described as:

> All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning (hereinafter, the "Property"); and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of $8,136.00, 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 2014 Sheriff's sale; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell 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 $4,000.00. Payment shall be made by cash, money order or cashier's check, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051*.

2. Administrative Fee. Buyer agrees to pay an administration fee equal to $145.00 to reimburse the County for its recording costs, as well as other general administrative costs.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyer not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Buyer. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in his sole discretion.

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 as defined in Section 7, below, unless otherwise specified or waived by Seller:

A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of $4,145.00, which amount equals the purchase price, plus an administrative fee provided for in Section 2 above.

C. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.

D. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS MAY SUSTAIN OR INCUR ON ACCOUNT OF: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT THE COUNTY 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, HIS 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 BE MERGED WITH THE DEED.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4, above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

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.

7. Closing of Sale. The sale shall be closed as soon as possible but no later May 26, 2016, (the "Closing Date"), with the actual time and date of Closing to be set by Seller once Buyer has notified Seller that he is prepared to close. The sale shall be "closed" when the funds provided for in Section 4.a are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyer with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyer in accordance with instructions included in the Quitclaim Deed.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is "closed" in accordance with Section 7 above.

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller.

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 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:

FOR SELLER:
Board of County Commissioners
c/o Office Administrator
230 Strand, Room 318
St. Helens, OR 97051

FOR BUYER:
Richard A. Vance
P.O. Box 777
Rainier, OR 97048

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive closing and shall not merge with the deed.

D. 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.

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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.

E. 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 contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants 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. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

G. Buyer's Representations and Warranties. Buyer's representations and warranties shall survive closing and shall not merge with the deed.

i. 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.

ii. 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.

iii. 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.

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 Buyer is a party.

H. 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.

I. 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.

J. 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.

K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer.

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L. 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.

FOR BUYER:

RICHARD A. VANCE

_____
[Signature]

Dated this __ day of May, 2016.

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated this_____ day of May, 2016

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard A. Vance
P.O. Box 777
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

EXHIBIT "A"

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 **RICHARD A. VANCE**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16DD1500 and Tax Account No. 29308, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $4,145.00.

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 rights, 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. 15- 2016 adopted on the ____ day of _____, 2016, 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 May, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard A. Vance
P.O. Box 777
Rainier, OR 97048

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

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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 rights, 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. 15- 2016 adopted on

the ____ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this_____day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

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

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

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