BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, November 23, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, November 9, 2016 Board meeting;
- Minutes, November 9, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 11/14/16 & 11/21/16.

(B) Ratify Representation Letter with Ball Janik LLP and authorize County Counsel to sign.

(C) Order No. 66-2016 "In the Matter of Conveying Certain Real Property in Birkenfeld, Oregon to Gus Fergusson, Tax Map ID No. 6N5W20-BB-02500".

(D) Order No. 67-2016 "In the Matter of Conveying Certain Real Property in Vernonia, Oregon to Santos A. Gomez, Tax Map ID No. 4N4W05-DA-05800".

(E) Quitclaim Deed: Columbia County to Gus Fergusson, Tax Map ID No. 6N5W20-BB-02500 and authorize Chair to sign.

(F) Quitclaim Deed: Columbia County to Santos A. Gomez, Tax Map ID No. 4N4W05-DA-05800 and authorize Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(G) Purchase and Sale Agreement with Richard A. and Brenda S. Squires for Tract C, Springlake Meadows 2 Subdivision, in the City of Scappoose, Columbia County Oregon; Tax Map ID NO. 3N2W13-AD-04501 and Tax Account No. 432014 and authorize the Chair to sign.

(H) Amendment 3 to the License and Indemnity Agreement with the Columbia River Partnerships for Change.

(I) Permit and Hold Harmless Agreement with the City of St. Helens for use of the Courthouse Plaza for the purpose of Holiday Decor.

(J) Extension Agreement with Northwest Natural Gas for Adams Lease 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.

ball janik LLP

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Portland, Oregon 97204

balljanik.com

t 503.228.2525
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March 23, 2016

Kyle A. Sturm
503.944.6034
ksturm@balljanik.com

Our File 16088-1

BY E-MAIL (sarah.hanson@co.columbia.or.us)

Sarah Hanson
Columbia County Counsel
Columbia County
230 Strand St., Room 318
St. Helens, OR 97051

Re: Engagement Letter

Dear Sarah:

We are pleased that you have selected us to represent Columbia County (our "Client"). This letter explains my understanding of the terms under which my firm and I undertake this representation and, in turn, asks that you confirm your agreement to these terms by signing this letter and returning it to me for my files. Although this letter is formalistic, Ball Janik LLP believes it is in everyone's interests to clarify these matters at the outset.

As you review this letter and the terms identified below, please contact me immediately if there is something that you would like changed or with which you disagree in any way.

1. Ball Janik LLP represents only the Client identified above and does not represent any other person or entity.

2. The only matter that Ball Janik LLP has accepted is to advise you regarding an employee dishonesty claim.

3. Ball Janik LLP's legal fees will be based on a variety of factors, including but not limited to: (a) the total number of hours worked by each attorney and non-attorney timekeeper, such as legal assistants, on behalf of the Client; (b) hourly rate, which is subject to periodic change without advance notice, for each attorney and non-attorney timekeeper who performs any work; (c) the novelty and difficulty of the issues; (d) the time limitations and particular demands imposed by the representation; and (e) the results achieved. The Client will be charged for all time expended in connection with this matter, which may include, without limitation, preparation of pleadings, preparation of documents, preparation of correspondence and documents received, review of correspondence, pleadings, and other documents received, preparation for, attendance at, and participation in court proceedings and depositions, preparation of and responses to discovery requests, consultation, travel time (if any), research, intra-office conferences, and telephone discussions with various people involved in this matter. My current billing rate is $325.00 per hour.

4. Ball Janik LLP will also submit bills for disbursements and other charges relating to this representation including charges for photocopies, long distance calls, filing fees, expert witness fees, consultant fees, deposition charges, title company fees, travel expenses, messenger services, secretarial and staff overtime, computerized legal research, and similar items. These charges are also subject to periodic change without advance notice. Please note as well that my firm may, at its option, either advance third-party payments and then seek reimbursement or require that the Client pay these costs directly to a third-party.

5. Ball Janik LLP normally sends statements on a monthly basis but may, at its option, employ a different basis. Our bills will summarize the services rendered on a daily basis and will set forth the total fees, disbursements and other charges for which payment is sought. Our statements are due upon receipt. Any sums that are not paid within thirty days of the statement date bear interest at the rate of nine percent (9%) per annum until paid. Please review the bills promptly upon receipt. If you have any question or concerns about any of our bills at any time, please let us know at once since that is the only way we can address your questions or concerns.

6. A client has the right to terminate a lawyer's services at any time or for any reason whatsoever. Please note, however, that subject only to the applicable rules of attorney conduct, termination of this firm will not eliminate the requirement to pay the firm for fees and other charges incurred prior to receipt of notice of the termination or for fees and other charges incurred after receipt of notice that were nevertheless reasonably necessary to protect client interests. To the extent permitted by the applicable rules of attorney conduct, this firm also reserves the right to terminate this relationship for reasons including but not limited to nonpayment or late payment of retainers or other sums due, failure to cooperate fully and appropriately with us and conflicts of interest.

7. As noted above, we strongly encourage you to discuss with us any questions or concerns that you may have about any of our bills, and we hope and expect to be able to resolve all questions and concerns on an amicable basis. If negotiations do not succeed, however, any dispute as to the fees, disbursements and other charges will be submitted to binding arbitration under the rules of the Oregon State Bar Fee Arbitration Program as they may be in force from time to time, and judgment may subsequently be entered upon any award. The sole issues to be decided in the arbitration will be the amount of fees and other charges that must still be paid or refunded.

8. Unless one of us terminates the attorney-client relationship prematurely, it will continue until the work referenced above has been completed. Please note that unless an express written agreement with Ball Janik LLP is reached before the engagement ends, Ball Janik LLP does not undertake to inform our clients about subsequent factual or legal developments that may affect work that Ball Janik LLP has already completed. Similarly, this agreement does not require Ball Janik LLP to represent additional clients or to accept

additional matters, and all such arrangements must be separately confirmed in writing.

I urge you to fully and carefully review this letter upon receipt. If you accept it as written, please sign the enclosed copy included herewith and return it to me for my files. If you have any questions or concerns, please contact me without delay.

Ball Janik LLP and I thank you for this opportunity. We look forward to a pleasant and productive relationship.

Sincerely,

Kyle A. Sturm

KAS:hls
cc: Billing Department

ACKNOWLEDGED AND AGREED:

Columbia County

By: _____

Dated: 7.13.16

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property	)	
In Birkenfeld, Oregon, to Gus Fergusson	)	**ORDER NO. 66-2016**
Tax Map ID No. 6N5W20-BB-02500	)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 25458 and Tax ID No. 6N5W20-BB-02500 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes on October 29, 2009, *nunc pro* tunc, October 7, 2009 in *Columbia County v. Bernard, Kris S, et. al,* Case No. 09-2632; and

WHEREAS, on October 11, 2011 pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Birkenfeld, Oregon, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2011-007462, and re-recorded as 2014-007782; and

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

WHEREAS, the Buyer owns the adjacent property to the west of the Property (the "Buyer's Property"), and has been in possession of the Property for the duration of the County's ownership; and

WHEREAS, the Buyer has offered to purchase the Property for $2,000.00 (the "Purchase Price"); and

WHEREAS, County policy provides that Buyer of tax foreclosed properties shall pay a $145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon Purchase Price; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than $15,000.00 and is not buildable and further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, the Columbia County Assessor estimates the real market value of the Property to be less than $15,000.00 and considers the Property unsuitable for the construction of placement of a dwelling due to its size and site circumstances; and

WHEREAS, notice of private sale was published in the St. Helens Chronicle and Sentinel Mist on November 2, 2016; and

WHEREAS, it is in the best interests of the County to sell the Property to Gus Fergusson for $2,145.00, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Gus Fergusson.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B to the attached PSA for $2,145.00.

3. 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

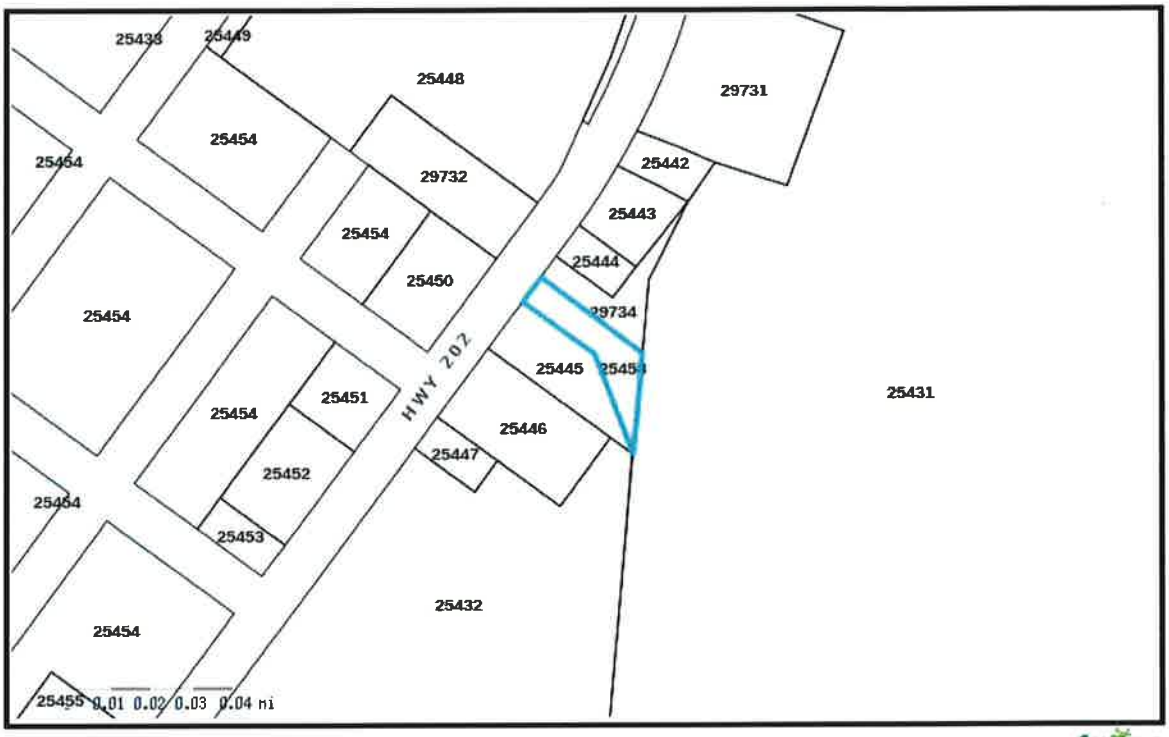
By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Exhibit "1"
Property



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.*

GeoMoose

EXHIBIT "2"

PURCHASE AND SALE AGREEMENT

Dated: 11/9, 2016

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

AND Guy Fergusson ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on October 29, 2009, *nunc pro tunc* October 7, 2009, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bernard, Kris S, et. al.,* Case No. 09-2632; and

WHEREAS, on October 11, 2011, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Birkenfeld, Oregon, by deed recorded as document number 2011-007462 in the Columbia County deed records; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 6N5W20-BB-02500 and Tax Account No. 25458 (the "Property"); and

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

WHEREAS, Buyer owns the adjacent property to the west (the "Buyer's Property"), and has been in possession of the Property for the duration of the County's ownership; and

WHEREAS, the Buyer has offered to purchase the Property for $2,000.00 ("the Purchase Price") with the County's Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property by private sale if the property has a real market value of less than $15,000 on the assessment roll, and is unsuited for construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the Columbia County Assessor estimates the real market value of the Property to be less than $15,000 and considers the Property unsuitable for the construction or placement of a dwelling due to its size and site circumstances; and

WHEREAS, ORS 275.225 further provides that a direct sale may not occur earlier than 15 days after the publication of notice of intent to sell the Property in a newspaper of general circulation in the County; and

WHEREAS, County policy provides that Buyer of tax foreclosed properties shall pay a $145.00 administrative fee ("the Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to 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 $2,145.00.00, which includes the $145.00 administrative fee required by the County.

2. Purchase Deposit. Buyer will deliver cash, cashier's check or money order in the amount of $500.00 (the "Deposit"), along with the signed original of this Agreement, to the County at the address provided herein.

3. Condition of Property and Title.

A. Buyer shall acquire the Property "AS IS" with all faults. Risk of loss or damage to the Property shall be Buyer's until closing and Buyer's at and after closing. Buyer acknowledges and agrees that Buyer has been in exclusive possession of the property since July 11, 2013, and is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property.

B. Seller shall convey the Property without warranty through a quitclaim deed in the form substantially the Exhibit B Quitclaim Deed;
C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
D. The Quitclaim Deed will reserve to Seller:
   i. The mineral and associated rights specifically provided for in Exhibit B; and
   ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
   A. The County will notice its intent to sell the Property to Buyer in a paper of general circulation in the County, with said notice to: (i) include a description of the Property; (ii) indicate the real market value of the Property; and (iii) be published at least 15 days before the Property is sold to Buyer.
   B. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
   C. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before November 1, 2016.
   D. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER

NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'SUSE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all personal property from the Property within sixty (60) days of said termination, after which time it will be deemed abandoned and subject to removal by the Seller. In the event of said termination, Buyer's obligations under this Section 5 and agreements provided for in Section 4.D. above shall survive termination.

6. Default; Remedies.
   A. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit shall be returned to Buyer in its entirety.
   B. In the event that Buyer elect not to purchase the Property for any reason other than default by Seller, Buyer will forfeit the Deposit and Seller shall have no further obligations to Buyer.

7. Closing of Sale. Buyer and Seller intend to close the sale by 4 p.m. on Thursday, November 17, 2016, with the actual time and date of closing (the "Closing") to be set by Seller at its sole discretion. The sale shall be "Closed" when the Deposit is accepted as full consideration for the Property and the Quitclaim Deed is recorded by the County. In the event that the sale is not closed through no fault of Seller, the Deposit will be forfeited to Seller and the Parties shall have not further obligations to one another, except as otherwise provided for in this Agreement.

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 8 above. Buyer acknowledges that current use of the Property, including use for access to Buyer' adjacent property, and use for placement of personal property, is not authorized by Seller and is done at Buyer' sole risk and liability. Notwithstanding this acknowledgement, Buyer 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 Buyer' until Closing and Buyer' at and after Closing. Buyer acknowledge and agree that Buyer 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.

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

FOR BUYER:
Guy Fergusson
11133 NW HWY 47
Forest Grove, OR 97116

B. Assignment. This Agreement is not assignable by the Parties.

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

D. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.

E. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the 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) have 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 re a party.

F. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

G. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

H. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

I. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

J. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

K. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:

Guy Fergusson

Guy Fergusson

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

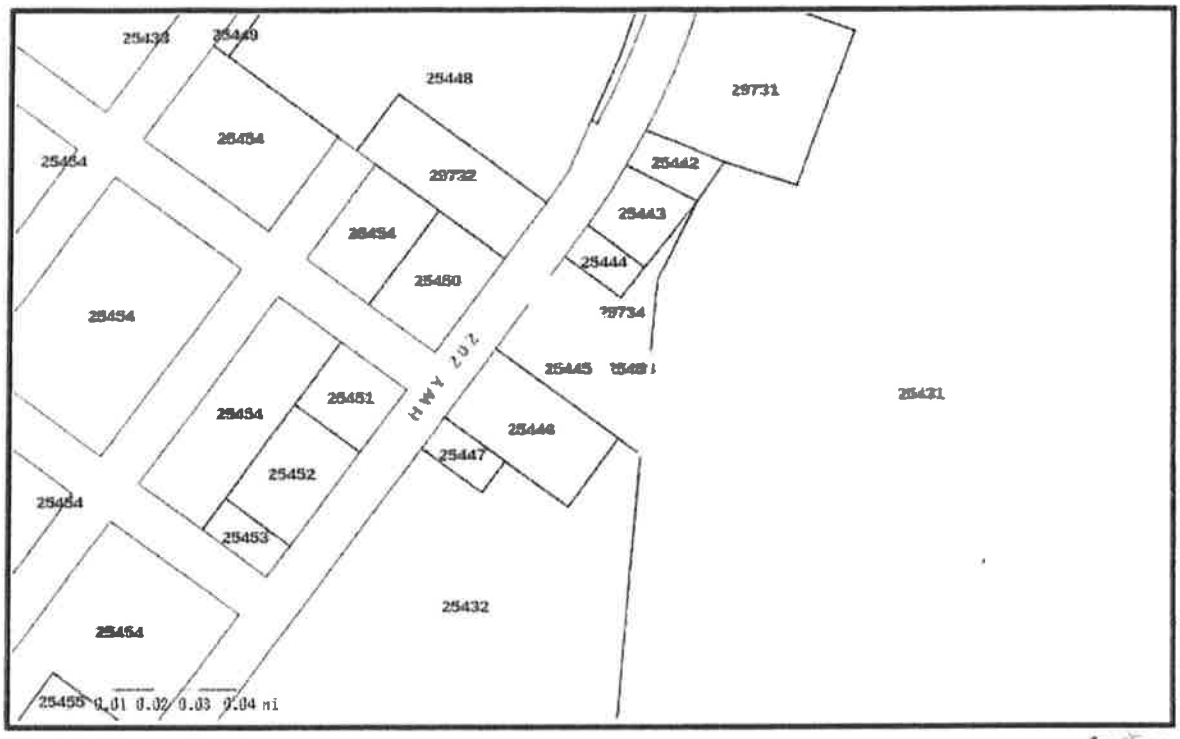
Date: 11/9/16

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 25448 Sale

Map



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.

Printed 09/20/2016

EXHIBIT B

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Guy Fergusson
11133 NW HWY 47
Forest Grove, OR 97116

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Guy Fergusson, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map ID No. 6N5W20-BB-02500 and Tax Account No. 25458, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is $2,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ 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

EXHBIT A

Legal Description for 6N5W20-BB-02500 and Tax Account No. 25458

Southerly portion of tract described in deed to Longview Fibre Company recorded under document No. 263, Book 131 at page 398, described as follows:

A parcel of land located in the Northwest quarter of Section 20, Township 6 North, Range 5 West of the Willamette Meridian, Columbia County, Oregon, described as follows:

Commencing at the initial point of the Townsite of Birkenfeld, as shown on Record of Survey for Longview Fibre Company recorded under county survey number 4624; thence South 6°00'36" West a distance of 59.1 feet; thence South 36°30'54" West a distance of 50.00 feet to the Northwest corner of tract described in deed book 131, page 398; thence South 54°29'06" East a distance of 30.00 feet to a 5/8" rebar with aluminum cap set on the Easterly right of way of the Nehalem Highway; thence South 36°48'49" West along said right of way a distance of 38.74 feet to the true point of beginning; thence South 53°57'06" East a distance of 171.68 feet to the Easterly line of tract conveyed to Longview Fibre Company described in deed book 131, page 398; thence South 5°39'21" West along said line a distance of 130.17 feet to the Southeast corner of tract described in deed book 254, page 577, monumented by 5/8" rebar with aluminum cap; thence North 19°22'46" West a distance of 136.75 feet to the Northeast corner of said described tract, monumented by a 5/8" rebar with aluminum cap; thence North 53°57'06" West a distance of 125.40 feet to a 5/8" rebar monumenting the Northwest corner of tract described in deed book 254, page 577; thence North 36°48'49" East along the Easterly right of way of the Nehalem Highway a distance of 34.69 feet to the true point of beginning.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property In Vernonia, Oregon, to Santos A. Gomez Tax Map ID No. 4N4W05-DA-05800	)))	**ORDER NO. 67-2016**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax No. 23434 and Tax Map ID No. 4N4W5-DA-05800 located at 943 Cougar Street, Vernonia (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Bergerson, Barbara D & Fred, et. al.,* Case No. 12-2579; and

WHEREAS, General Judgment was entered in *Columbia County v. Bergerson, Barbara D & Fred, et. al.,* Case No. 12-2579 on October 22, 2012, *nunc pro tunc* October 15, 2012, and the Property was conveyed to Columbia County on October 16, 2014, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2014-006859; and

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

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of $53,010.00, 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 2016 Sheriff's sale; and

WHEREAS, Buyer has offered to purchase the Property for $20,000.00, or 38% of the minimum bid set at the August 17, 2016, Sheriff's Sale; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a $145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, it is in the best interest of the County to sell the Property to Santos A. Gomez for $20,145.00 which includes the Administrative Fee, in accordance with the terms and conditions of the PSA.

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 Santos A. Gomez.

2. 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 for $20,145.00.

3. 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

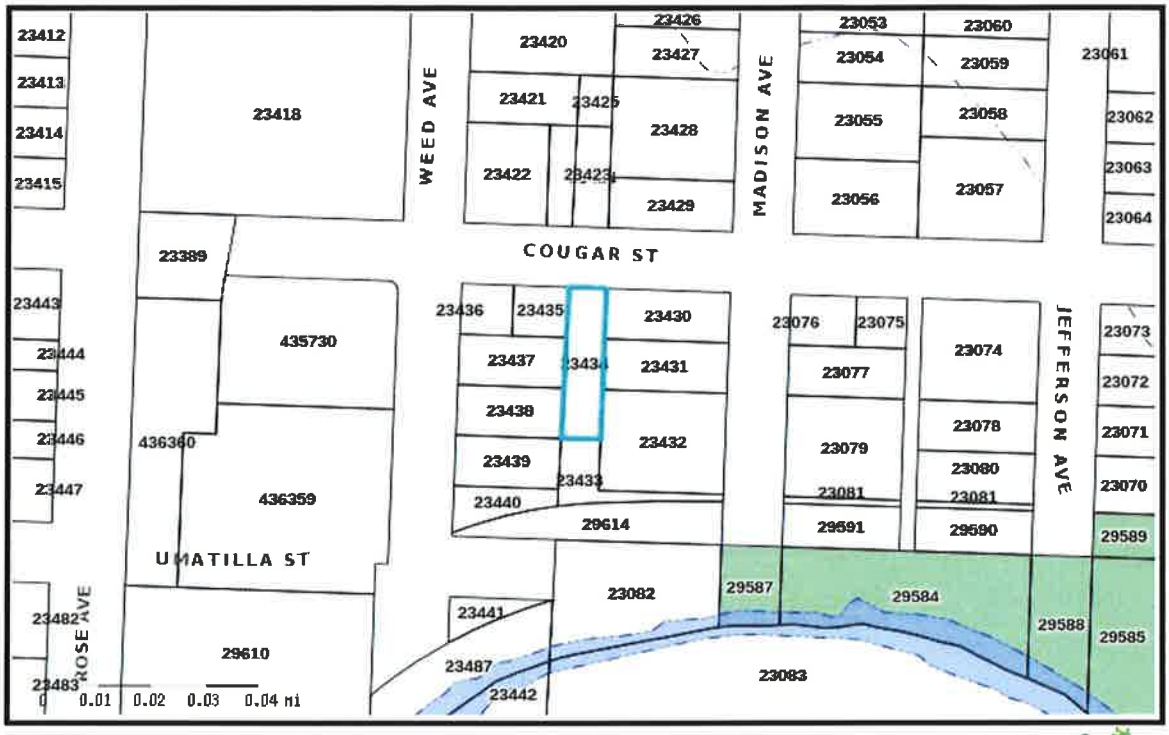
By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Exhibit "1"
Property



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.

GeoMoore

EXHIBIT "2"

PURCHASE AND SALE AGREEMENT

Dated: 10-31, 2016

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

AND Santos A. Gomez ("Buyer")

Collectively, the "Parties."

RECITALS

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

WHEREAS, on October 16, 2014, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in Vernonia, Oregon, by deed recorded as document number 2014-006859 in the Columbia County deed records; and

WHEREAS, said foreclosed property is located at 943 Cougar Street, Vernonia, Oregon and is currently assigned Tax Map ID No. 4N4W5-DA-05800 and Tax Account No. 23434 (the "Property"); and

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

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of $53,010.00, 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 2016 Sheriff's sale; and

WHEREAS, Buyer has offered to purchase the Property for $20,000.00, or 38% of the minimum bid set at the August 17, 2016, Sheriff's Sale; and

WHEREAS, County policy provides that Buyer of tax foreclosed properties shall pay a $145.00 administrative fee ("the Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to 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 $20,145.00 ("the Purchase Price"), which includes the $145.00 Administrative Fee required by the County.

2. Agreement and Purchase Deposit Delivery. On or before Thursday, November 3, 2016 Buyer will deliver a signed Agreement to the County at the address provided herein, along with cash, cashier's check or money order in the amount of $1,000.00 (the "Deposit").

3. Condition of Property and Title.
   A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties;
   B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
   C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
   D. The Quitclaim Deed will reserve to Seller:
      i. The mineral and associated rights specifically provided for in Exhibit B; and
      ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
   E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
   A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
   B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before Thursday, December 1, 2016, and, will at the same time, submit a $5,000.00 performance guarantee ("the Performance Guarantee"), in the form of cash, cashier's check or money order, to guarantee performance under Section 10 herein.
   C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS,

ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'SUSE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination, Buyer's agreements provided for in Section 4.D. above shall survive termination.

6. Default; Remedies.
   A. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit and Performance Guarantee shall be returned to Buyer in its entirety.
   B. In the event that Buyer elects not to purchase the Property for any reason other than default by Seller, Buyer will forfeit the Deposit and Performance Guarantee and Seller shall have no further obligations to Buyer.

7. Closing of Sale. Buyer and Seller intend to close the sale on or before 4 p.m. on Thursday, December 15, 2016, with the actual time and date of closing (the "Closing") to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the closing period by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County. In the event that the sale is not closed through no fault of Seller, the Deposit will be forfeited to Seller and the Parties shall have no further obligations to one another, except as otherwise provided for in this Agreement.

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. Structures and Debris Removal.
   A. No later than 150 days from the date that the sale is Closed, Buyer shall remove the existing structures, along with the assorted debris on the Property, both inside and outside of the structures (the "Removal"). Proof that the Removal has been completed shall be in the form of a letter from the Columbia County Department of Land Development Services stating that the Removal has been completed to the full satisfaction of the County (the "Proof"). If the Proof is delivered within 150 days of Closing, the County shall return the Performance Guarantee to Buyer within 15 business days of receipt of the Proof.

B. If the Proof is not delivered within 150 days of Closing, Buyer shall be in default of this Agreement and will forfeit the Performance Guarantee to Seller in its entirety. Seller may, at its sole discretion, enter upon the Property for the purpose of completing the Removal. Seller, its officers, agents, and employees, shall have a license to enter upon the Property, or cause a contractor to enter upon the Property, for the purpose of completing the Removal, upon 24 hours written notice of intent to enter being posted on the Property. Furthermore, Seller will be entitled to recover from Buyer the difference between the forfeited Performance Guarantee and Seller's actual cost of the Removal.

C. Buyer agrees to complete the Removal in full compliance with applicable provisions of law and will take reasonable efforts to abate existing nuisance issues, if any, on the Property (e.g., overgrown vegetation) prior to the commencement of the Removal.

This Section of the Agreement shall survive Closing and shall not merge with the Quitclaim Deed.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or 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	Santos A. Gomez
c/o Board Office Administrator	6255 SW Dale Ave
230 Strand, Room 330	Beaverton, OR 97008
St. Helens, OR 97051	Phone No: 503 320-7435
Phone No: 503-397-3839	Email: 975santos@gmail.com

B. Assignment. This Agreement is not assignable by the Parties.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.

D. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.

E. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the Quitclaim 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) have 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.

F. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

G. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

H. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

I. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of

which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

J. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

K. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,

CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:

Santos A. Gomez

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

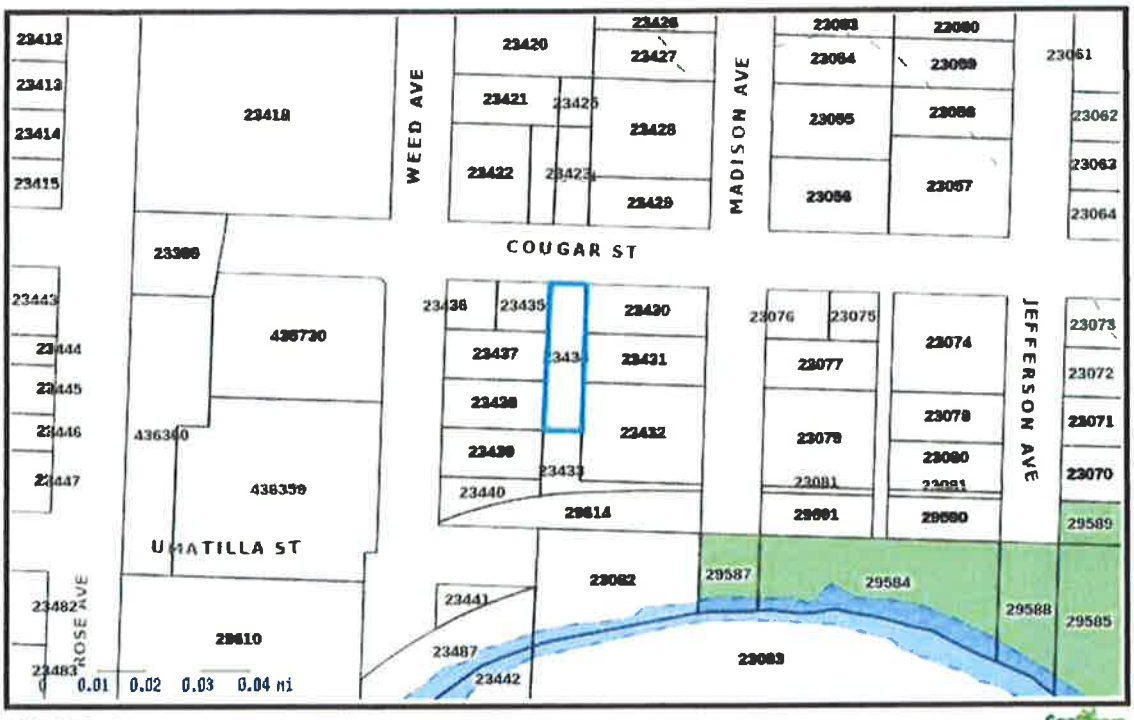
Date: 11/9/16

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 23434 Sale

Map



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.

Printed 10/05/2016

EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:
Santos A. Gomez
6255 SW Dale Ave
Beaverton, OR 97008

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Santos A Gomez, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as 4N4W5-DA-05800 and Tax Account No. 23434, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is $20,145.00.00.

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. _____ 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

EXHBIT A
Legal Description for 4N4W5-DA-05800 and Tax Account No. 23434

Lots 8, 9, and 10, Block 16, City of Vernonia, Columbia County, Oregon, lying East of Section line between Sections 4 and 5, Township 4 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon, Together with that portion of alley, vacated by Ordinance No. 604, recorded April 3, 1985 in Book 256, Page 375, records of Columbia County, Oregon, which by law inures.

AFTER RECORDING, RETURN TO GRANTEE:
Guy Fergusson
11133 NW HWY 47
Forest Grove, OR 97116

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Guy Fergusson, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map ID No. 6N5W20-BB-02500 and Tax Account No. 25458, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is $2,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ 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

EXHBIT A

Legal Description for 6N5W20-BB-02500 and Tax Account No. 25458

Southerly portion of tract described in deed to Longview Fibre Company recorded under document No. 263, Book 131 at page 398, described as follows:

A parcel of land located in the Northwest quarter of Section 20, Township 6 North, Range 5 West of the Willamette Meridian, Columbia County, Oregon, described as follows:

Commencing at the initial point of the Townsite of Birkenfeld, as shown on Record of Survey for Longview Fibre Company recorded under county survey number 4624; thence South 6°00'36" West a distance of 59.1 feet; thence South 36°30'54" West a distance of 50.00 feet to the Northwest corner of tract described in deed book 131, page 398; thence South 54°29'06" East a distance of 30.00 feet to a 5/8" rebar with aluminum cap set on the Easterly right of way of the Nehalem Highway; thence South 36°48'49" West along said right of way a distance of 38.74 feet to the true point of beginning; thence South 53°57'06" East a distance of 171.68 feet to the Easterly line of tract conveyed to Longview Fibre Company described in deed book 131, page 398; thence South 5°39'21" West along said line a distance of 130.17 feet to the Southeast corner of tract described in deed book 254, page 577, monumented by 5/8" rebar with aluminum cap; thence North 19°22'46" West a distance of 136.75 feet to the Northeast corner of said described tract, monumented by a 5/8" rebar with aluminum cap; thence North 53°57'06" West a distance of 125.40 feet to a 5/8" rebar monumenting the Northwest corner of tract described in deed book 254, page 577; thence North 36°48'49" East along the Easterly right of way of the Nehalem Highway a distance of 34.69 feet to the true point of beginning.

AFTER RECORDING, RETURN TO GRANTEE:
Santos A. Gomez
6255 SW Dale Ave
Beaverton, OR 97008

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Santos A. Gomez, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as 4N4W5-DA-05800 and Tax Account No. 23434, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is $20,145.00.00.

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. _____ 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

EXHBIT A
Legal Description for 4N4W5-DA-05800 and Tax Account No. 23434

Lots 8, 9, and 10, Block 16, City of Vernonia, Columbia County, Oregon, lying East of Section line between Sections 4 and 5, Township 4 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon, Together with that portion of alley, vacated by Ordinance No. 604, recorded April 3, 1985 in Book 256, Page 375, records of Columbia County, Oregon, which by law inures.

PURCHASE AND SALE AGREEMENT

Dated: 11/8, 2016

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

AND Richard A. Squires
Brenda S. Squires ("Buyers")

Collectively, "the Parties."

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 in Scappoose, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 3N2W13-AD-04501 and Tax Account No. 432014 ("the Property"); and

WHEREAS, the Property is depicted on Exhibit A hereto and is more specifically described as "Tract C, Springlake Meadows 2 Subdivision, in the City of Scappoose, Columbia County, Oregon"; and

WHEREAS, the Springlake Meadows 2 Subdivision Plat provides that Tract C of the Subdivision is for "ingress and egress to adjoiners;"

WHEREAS, Buyers own the parcel served by Tract C for ingress and egress purposes, with said parcel of land depicted on Exhibit A hereto; and

WHEREAS, the City of Scappoose Planning Department, in a June 22, 2016 memorandum, concluded that the Property is not buildable and that, due to wetland constraints in the vicinity, the Property is the only legal and sufficient access option available to the Buyers; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be $500, exclusive of the improvements located on the Property, which were placed by the Buyers; and

WHEREAS, personal property located on the Property include a shed, driveway improvements and other ornamental items; and

WHEREAS, the Buyers have been in exclusive possession of the Property for the duration of the County's ownership of the Property; and

WHEREAS, the Buyers submitted a purchase inquiry for the Property on May 11, 2016, offering $500.00 for the Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than $15,000 and is not buildable; and

WHEREA, ORS 275.225 further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, County policy provides that buyers of tax foreclosed properties shall pay a $145.00 administrative fee in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyers on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms.

1. Purchase Price. The total purchase price shall be $645.00, which includes the $145.00 administrative fee required by the County.

2. Purchase Deposit. Buyer will deliver a check in the amount of $645.00 (the "Deposit"), along with the signed original of this Agreement, to the County at the address provided herein. The Deposit shall be in the form of cash, cashier's check or money order.

3. Condition of Property and Title.
   A. Buyer shall acquire the Property "AS IS" with all faults.
   B. Seller shall convey the Property without warranty through a quitclaim deed in the form substantially the same as Exhibit B (the Quitclaim Deed), which is incorporated by reference herein.
   C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
   D. The Quitclaim Deed will reserve to Seller:
      i. The mineral and associated rights specifically provided for in Exhibit B; and, if applicable;
      ii. All rights to any County, public, forest C.C.C. roads; and
   E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:

A. The County will notice its intent to sell the Property to Buyers in a paper of general circulation in the County, with said notice to: (i) include a description of the Property; (ii) indicate the real market value of the Property; and (iii) be published at least 15 days before the Property is sold to Buyers.
B. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyers in accordance with terms and conditions substantially the same as those provided for in this Agreement.
C. BUYERS AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYERS, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYERS USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all personal property from the Property within sixty (60) days of said termination, after which time it will be deemed abandoned and subject to removal by the Seller. In the event of said termination, Buyer agreements provided for in Section 4.C. above shall survive termination as to Buyers' liabilities and obligations, if any, through such time that Buyers have removed their personal property from the Property and are making no further use of the Property.

6. Default; Remedies.
   A. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyers through no fault of Buyers, the Deposit shall be returned to Buyers in its entirety.
   B. In the event that Buyers elect not to purchase the Property for any reason other than default by Seller, Buyers will forfeit the Deposit and Seller shall have no further obligations to Buyers.

7. Closing of Sale. Buyer and Seller intend to close the sale by Thursday, December 15, 2016, with the actual time and date of closing (the "Closing") to be set by Seller at its sole discretion. The

sale shall be "Closed" when the Deposit is accepted as full consideration for the Property and the Quitclaim Deed is recorded by the County.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyers shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 7 above. Buyer acknowledges that current use of the Property, including use for access to Buyers' adjacent property, and use for placement of personal property, is not authorized by Seller and is done at Buyers' sole 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.

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

FOR BUYER:
Richard and Brenda Squires
33963 Oakridge Drive
Scappoose, OR 97056

b. Assignment. This Agreement is not assignable by the Parties.

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

d. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.

e. Buyers Representations and Warranties. Buyer representations and

warranties shall survive Closing and shall not merge with the deed.

i. The Buyers have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyers in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyers has the legal power, right, and actual authority to bind the Buyers in accordance with their terms.

iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyers re a party.

f. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

g. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

h. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

i. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute

one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

j. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

k. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW

USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYERS:

Richard A. Squires

Richard A. Squires

[Signature]

Brenda S. Squires

Brenda S. Squires

[Signature]

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____

Anthony Hyde, Chair

Date: _____

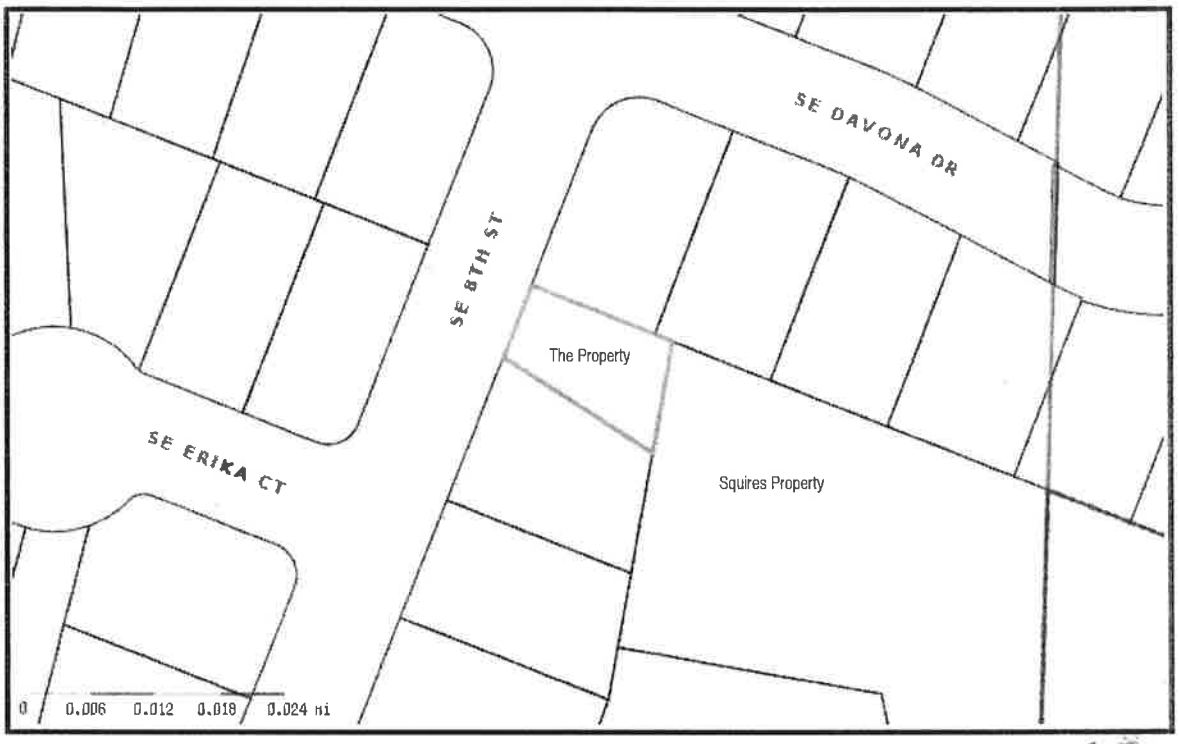
Approved as to form:

By: _____

Office of County Counsel

EXHIBIT A

Tax Lot 432014 Sale



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.

Printed 08/09/2016

EXHIBIT B

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Richard A. and Brenda S. Squires
33963 Oakridge Drive
Scappoose, OR 97056

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Richard A. and Brenda S. Squires, as tenants by the entirety, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map ID No. 3N2W13-AD-04501 and Tax Account No. 432014, and more particularly described as:

Tract C, Springlake Meadows 2 Subdivision, in the City of Scappoose, Columbia County, Oregon.

The true and actual consideration for this conveyance is $645.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit

of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ 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

AMENDMENT 3
LICENSE AND INDEMNITY
BY AND BETWEEN COLUMBIA COUNTY AND
COLUMBIA RIVER PARTNERSHIPS FOR CHANGE

This Amendment 3 is to the LICENSE AND INDEMNITY AGREEMENT ("Agreement") made and entered into November 9, 2011, by and between Columbia County, a political subdivision of the state of Oregon, (the "County"), and Columbia River Partnerships for Change ("Agency").

WHEREAS, County and Agency entered into a License and Indemnity Agreement for use of County property on November 9, 2011; and

WHEREAS, County and Agency entered into Amendment 1 to the License and Indemnity Agreement on March 6, 2014, extending the term of the Agreement to June 30, 2014; and

WHEREAS, the County and Agency entered into Amendment 2 to the License and Indemnity Agreement on November 5, 2014, extending the term of the Agreement to June 30, 2015 and increasing the fee to $1000.00 per month; and

WHEREAS, the parties have agreed to extend the term of the Agreement through June, 30, 2017, and to increase the fee to $1150.00 per month;

AMENDMENT

NOW, THEREFORE, the License and Indemnity Agreement by and between Columbia County and Columbia River Partnerships For Change, effective November 9, 2011, as amended, is further amended as follows:

1. Section 3.A., Term, shall be amended to extend the term of the Agreement to June 30, 2017; and

2. Section 3.C., Fee, shall be amended to increase the fee to $1150.00 per month; and

3. Section 9.C., Contract Representatives, is amended to substitute Casey Garrett as the County's Contract Representative and Jean Martwick as the Agency's Contract Representative.

4. Except as otherwise expressly stated herein, the License and Indemnity Agreement by and between Columbia River Partnerships for Change and Columbia County, as amended, remains in full force and effect.

5. This Amendment 3 is effective on the date last signed, below, and shall be retroactive to July 1, 2015.

By its signature, below, Agency certifies and warrants that its signing agent has actual authority to sign this Agreement on behalf of the Agency, and that approval was made at a duly noticed public meeting, if required by law, rule or regulation.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By:_____
Office of County Counsel

COLUMBIA RIVER PARTNERSHIPS
FOR CHANGE

By:_____
Jean Martwick, President

Date: _____

PERMIT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, hereinafter referred to as "Permittee" and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County".

In consideration of the permission given by County for Permittee to use the County's facilities located around the County Courthouse, which includes The Plaza, in St. Helens, Oregon, beginning December 1, 2016, starting at 8:00 am through the 2nd of January, 2017 at 12:00 am, for the purpose of **Holiday Decor** (the "event" or "events"), Permittee 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 attorneys 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; and (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 Permittee, its officers, agents and employees, members and/or invited guests arising in any manner out of Permittee's use of such facilities.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than $1,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately upon notification to Permittee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee also agrees that access to the Courthouse parking lots for the events is prohibited during the County's normal business hours (8:30 a.m. - 5:00 p.m.). Permittee agrees to maintain adequate trash and recycling containers. Such containers shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers, and the contents shall be prevented from dropping, sifting, leaking, being blown by the wind or otherwise escaping onto County property. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense not later than 8:00 a.m. on the morning following each event.

Permittee: City of St. Helens

By: _____
Signature of Authorized Representative

Name: John Walsh

Date: 10/18/16, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Date: _____, 2016

(4) Sums sought or awarded for claims of unjust enrichment, money had and received or replevin.

(5) Sums due to taxing authorities, insurance programs, or retirement plans as a result of an award of damages or claim settlement.

(6) Fines or penalties assessed to the Member for non-payment of taxes, insurance contributions or retirement plan contributions.

G. **"Employee benefit programs"** shall mean group life insurance, group health insurance, profit sharing plans, pension plan, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.

H. **"Fungus or fungi"** includes but is not limited to any form or type of mold, mushroom or mildew.

I. **"Hazardous properties"** means radioactive, toxic or explosive properties.

J. **"Hospital" or "nursing home"** means any facility with an organized medical staff, with permanent facilities that include inpatient beds and with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment including but not limited to providing treatment for 1) acutely ill patients and accident victims, 2) mentally ill patients or 3) patients in special inpatient care facilities. However, in-patient care facilities incidental to correctional facilities shall not be considered a **hospital** or **nursing home.**

K. **"Member"** means the entity named on the declarations page and its officers, employees and agents including volunteers, authorized to act on behalf of the **named member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. The term **member** shall also include **additional members** to the extent coverage is afforded under the definition of **additional member**.

(1) **"Named member"** means the entity named as such on the Declarations page of the coverage agreement,

(2) **"Additional member"** means any party whom a public body covered under this coverage agreement has agreed to hold harmless, indemnify or defend pursuant to a contract or other agreement lawfully entered into by such public body. However, in no event shall coverage under this coverage agreement extend to such party for any **claim** arising out of an **occurrence** after the expiration of this coverage agreement or the expiration of the contract or agreement entered into by the public body, whichever shall occur first. Further, in no event shall coverage under this coverage agreement extend to such party for any **claim**, however or whenever asserted, arising out of such party's sole negligence. Except as specified in this paragraph, such party shall have no rights under the **Trust Agreement**, Bylaws or Rules of the **Trust**. The term "additional insured" if used on a certificate of coverage, shall be understood to mean the same as **additional member**.

L. **"Nuclear Facility"** means:

(1) Any nuclear reactor;

(2) Any equipment or device designed or used for:

CERTIFICATE OF COVERAGE

Agent
Hagan Hamilton Insurance, Inc.
PO Box 847
McMinnville, OR 97128

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.

CIS
citycounty insurance services

Named Member or Participant
City of St. Helens
P. O. Box 278
St. Helens, OR 97051

Companies Affording Coverage
COMPANY A - CIS
COMPANY B - National Union Fire Insurance Company of Pitts, PA
COMPANY C - RSUI Indemnity
COMPANY D - StarStone National Insurance Company

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Not withstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability X Commercial General Liability X Public Officials Liability X Employment Practices X Occurrence	A	16LSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	$30,000,000 $10,000,000
Auto Liability X Scheduled Autos X Hired Autos X Non-Owned Autos	A	16LSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	None $10,000,000
Auto Physical Damage X Scheduled Autos X Hired Autos X Non-Owned Autos	A	16APDSTH	7/1/2016	7/1/2017		
X **Property**	A	16PSTH	7/1/2016	7/1/2017		Per Filed Values
X **Boiler and Machinery**	A	16BSTH	7/1/2016	7/1/2017		Per Filed Values
X **Excess Liability**	D	16ELSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	$10,000,000 $10,000,000
X **Excess Crime**	B	16ECSTH	7/1/2016	7/1/2017	Per Loss:	$250,000
X **Excess Earthquake**	C	16EQSTH	7/1/2016	7/1/2017	Each Occurrence:	$5,000,000
X **Excess Flood**	C	16FSTH	7/1/2016	7/1/2017	Each Occurrence:	$5,000,000
Excess Cyber Liability						
Workers' Compensation						

Description:

Columbia County, its officers, agents and employees are named as additional members with respect to the Christmas decor to be held at The Plaza Square & Rose Garden on 12/1/2016 - 1/2/2017.

Certificate Holder:
Columbia County Oregon
230 Strand, Room 318
St. Helens, OR 97051

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By: [signature] Date: 9/14/2016

EXTENSION AGREEMENT

This EXTENSION AGREEMENT ("**Agreement**") is by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, and NORTHWEST NATURAL GAS COMPANY, an Oregon corporation ("**NW Natural**").

Recitals

A. Columbia County and NW Natural are parties to that certain Underground Gas Storage Lease, dated March 26, 2009, for the Adams Storage Area (the "**Lease**").

B. By letter dated June 3, 2016, NW Natural gave Columbia County notice that it elected to cease production from the Adams Reservoir and convert it for use as an underground gas storage facility.

C. Columbia County and NW Natural desire to extend the time for negotiation concerning the quantity of "Economically Recoverable" gas remaining in the Adams Reservoir as of June 3, 2016, and the associated royalty and bonus due to Columbia County under the Lease.

NOW THEREFORE, Columbia County and NW Natural agree as follows:

1. The time under Section 10(e) of the Lease for the above-described negotiation is extended to March 3, 2017.

2. This Agreement shall become effective as of the date it is fully executed by Columbia County and NW Natural and ratified by the Columbia County Board of County Commissioners. This Agreement may be executed in counterparts, and all such executed counterparts together shall constitute one and the same agreement binding on the parties. The signature(s) of one party delivered electronically to the other party, such as an attachment to an e-mail or by facsimile, shall be deemed an original signature(s).

Dated: November ___, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Office of County Counsel

Dated: November 16, 2016

NORTHWEST NATURAL GAS COMPANY

By: _____

Name: David A. Weber

Title: President & CEO, NWNGS

Lapping, Laury <laury.lapping@co.columbia.or.us>

Re: Columbia County Extension Agreement[8082].PDF

1 message

Sill, Mandy <mandy.sill@co.columbia.or.us> Thu, Nov 17, 2016 at 11:34 AM
To: Jan Greenhalgh <jan.greenhalgh@co.columbia.or.us>
Cc: Laury Lapping <laury.lapping@co.columbia.or.us>, Department-Counsel <Department-Counsel@co.columbia.or.us>

Jan,

Below is Eric Martin's contact info.

Let me know if you need anything else.

Eric L. Martin | Partner
STOEL RIVES LLP | 760 SW Ninth Avenue, Suite 3000 | Portland, OR 97205
Direct: (503) 294-9593 | Mobile: (503) 505-3650 | Fax: (503) 220-2480
eric.martin@stoel.com | Bio | vCard | www.stoel.com

Very truly yours,

Mandy S. Sill | Legal Secretary | Columbia County Counsel | 503-397-3839 |
Old Courthouse, 230 Strand - Room 20, St. Helens, Oregon 97051 | mandy.sill@co.columbia.or.us
Office Hours: Monday-Friday 8:30 a.m. to 5:00 p.m.

CONFIDENTIALITY NOTICE: This email may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this email in error, please notify me immediately by reply email, keep the contents confidential, and immediately delete the message and any attachments from your system.

On Thu, Nov 17, 2016 at 4:46 AM, <sarah.hanson@co.columbia.or.us> wrote:

Jan, Would you please add to next week's consent agenda

Extension Agreement with Northwest Natural Gas for Adams Lease and Authorize the Chair to Sign

The agreement is signed by NWN. It needs to go back to NWN after signature to Eric Martin. Mandy can give you his contact info. I will not be here Wednesday. Please let me know if you have any questions. Thanks.

Sarah

Sent from Mail for Windows 10