



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, September 28, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, September 21, 2016 Board meeting;
- Minutes, September 21, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 9/26/16.
- (B) Approve appointment letter to Charles Stolte.
- (C) Approve employment verification letter to Charles Stolte.
- (D) Approve Personnel Action for Charles Stolte.
- (E) Authorize Community Justice Director to promote (2) existing positions to Parole & Probation Officer 2.
- (F) Authorize Community Justice Director to fill vacancy for position of Community Service Program Coordinator.
- (G) Order No. 51-2016, " In the Matter of the Sale of Real Property Acquired by Columbia County- August 17, 2016 Sheriff's Sale".
- (H) 2016 Liquor License (Change in Ownership) for Rosebud Café aka Wayside Inn.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (I) Earnest Money Agreement with Santos A. Gomez for Lots 12-17, Block 14, Columbia Acres No. 2, and Lots 8, 9, and 11, Block 20, Columbia Acres No. 3 In the City of Scappoose, Columbia County, Oregon, and authorize the Chair to sign.
- (J) Permit and Hold Harmless Agreement with the City of St. Helens for use of the Courthouse Plaza to hold Halloweentown Events.

- (K) Hold Harmless Agreement with the Shoe String Community Players for the Use of Courthouse Facilities and authorize Chair to sign.
- (L) Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors and authorize Chair to sign.
- (M) Nonprofit Transfer Agreement with Community Action Team, Inc. for Tax Map ID No. 5N1W28-AC-03400 located at 1805 5th Street, Columbia City, Oregon, and Tax Map ID No. 5N1W33-DD-8000 located at 344 N. 10th Street, St. Helens, Oregon, and authorize the Chair to sign.
- (N) Purchase and Sale Agreement with Martin and Dawna Kennedy for Lot 16, Block 65, St. Helens, Columbia County Oregon; Tax Map ID NO. 4N1W04-AD-0304 and authorize the Chair to sign.
- (O) Ratify Property Donation Agreement between Scott Parker, Columbia County, Oregon Institute of Technology and Roll Tide Properties Corp.
- (P) Agreement with Zion Bank for Securities Custodian Services.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Sale of Real)
Property Acquired by Columbia)
County – August 17, 2016) **ORDER NO. 51-2016**
Sheriff's Sale) (To Execute and Deliver Quitclaim Deeds)

WHEREAS, on the 13th day of July, 2016, the Board of County Commissioners adopted Order No. 40-2016 directing the Columbia County Sheriff to sell certain real property acquired by Columbia County through foreclosure; and

WHEREAS, Notice of sale of such property was published and proof of publication was filed as required by ORS 275.120; an auction was held on August 17, 2016, the date specified in the Notice; a Certificate of Sale was given to each purchaser pursuant to ORS 275.150; and a Sheriff's Return of Sale has been filed as required by ORS 275.160; and

WHEREAS, none of the real property sold by the Sheriff on the 17th day of August, 2016 is subject to any notice of claim filed by any municipal corporation as provided by ORS 275.130;

NOW, THEREFORE, IT IS HEREBY ORDERED that, subject to Certificate of Sale holders fulfilling all terms and conditions of their respective earnest money agreements, the Board of County Commissioners shall execute and record quitclaim deeds for the properties and to the individuals identified on Exhibit A hereto.

DATED this ____ day of September, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

BY: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Henry Heimuller, Commissioner

By: _____
Office of County Counsel

By: _____
Earl Fisher, Commissioner

ORDER NO. 51-2016

EXHIBIT A
ORDER No. 51-2016

AUGUST 17, 2016 SHERIFF SALE
CERTIFICATE OF SALE HOLDERS

Bid Items	Tax Account No(s)	Buyers	Purchase Price
14	7238,7239,7240,7241,7242,7281,7282	David Babad	\$3,920.00
15,18,19, 22,23	7231,7232,7233,7234,7235,7236,7237,7225,7226,7227, 7228,7214,7229,7230,7015,7014,6974,6973,6972,7202	Ray Vanderwall	\$13,640.00
17	7275,7276,7277,7278	Brian Rosenthal	\$2,700.00
16,21	7283,7284,7285,7286,7287,7288,7011,7009,7008	Santos Gomez	\$15,400.00
24	7018	Scott Sylvester	\$500.00
	Total (not including \$145 administrative fees)		\$36,160.00

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".

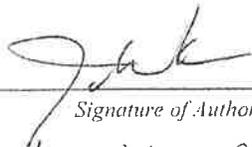
In consideration of the permission given by County for Permittee to use the County's facilities located around the County Courthouse, which includes: The Plaza in St. Helens, Oregon, beginning September 26, 2016, starting at 8:00 am through the 2nd of November, 2016 at 12:00 am, for the purpose of holding Halloweentown Events (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

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Signature of Authorized Representative
Name: John Walsh, City Administrator
Date: 7/20, 2016

By: _____
Henry Heimuller, Chair
Date: _____, 2016

PERMIT AND HOLD HARMLESS AGREEMENT

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.	 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. Notwithstanding 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 <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	16LSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	\$30,000,000 \$10,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	16LSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	None \$10,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	16APDSTH	7/1/2016	7/1/2017		
<input checked="" type="checkbox"/> Property	A	16PSTH	7/1/2016	7/1/2017		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	16BSTH	7/1/2016	7/1/2017		Per Filed Values
<input checked="" type="checkbox"/> Excess Liability	D	16ELSTH	7/1/2016	7/1/2017	General Aggregate: Each Occurrence:	\$10,000,000 \$10,000,000
<input checked="" type="checkbox"/> Excess Crime	B	16ECSTH	7/1/2016	7/1/2017	Per Loss:	\$250,000
<input checked="" type="checkbox"/> Excess Earthquake	C	16EQSTH	7/1/2016	7/1/2017	Each Occurrence:	\$5,000,000
<input checked="" type="checkbox"/> 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 Halloweentown to be held at The Plaza Square & Rose Garden on 9/26/2016 - 11/2/2016.

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:  Date: 9/14/2016

- (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:

PERMIT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between **ShoeString Community Players** hereinafter referred to as "Permittee", and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County".

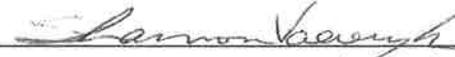
In consideration of the permission given by County for Permittee to use the Columbia County Courthouse on 2nd Floor in the main court room and the hallway to the stairs that lead to the 3rd floor on in the clock mechanism room, in St. Helens, Oregon, between October 21 and 29, 2016, from 6:00 p.m. to 9:30 p.m. generally, with specific times to be approved in advance by the County, for the purpose of limited tours of the Old Courthouse (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 attorney's fees, that the County, its officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of any property that the County may own or in which it may have an interest; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; 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 agrees to maintain adequate trash and recycling containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of the event at its own expense.

PERMITTEE: **Shannon Vaerewyck**
ShoeString Community Players
PO BOX 481, St. Helens, OR 97051
503-366-4406

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
(Signature of Authorized Representative)

By: _____
Anthony Hyde, Chair

Name: Shannon Vaerewyck
(Printed Name of Authorized Rep.)

Date: _____, 2016

Date: 9-19, 2016

PERMIT AND HOLD HARMLESS AGREEMENT

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PERMITTEE: **Shannon Vaerewyck**
ShoeString Community Players
PO BOX 481, St. Helens, OR 97051
503-366-4406

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
(Signature of Authorized Representative)

By: _____
Anthony Hyde, Chair

Name: Shannon Vaerewyck
(Printed Name of Authorized Rep.)

Date: _____, 2016

Date: 9-19, 2016



ADDITIONAL REMARKS SCHEDULE

AGENCY Hagan Hamilton Insurance		NAMED INSURED Shoe String Community Players Dena Nelson P O Box 481 St Helens, OR 97051	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

SITE: "SSCP Haunted Clock Tower Tours" - St. Helens Courthouse - 10/21/2016 - 10/29/2016

Columbia County, its officers, agents and employees are named additional insured per the attached form CG7635 02/07.



Intergovernmental Agreement
creating the
Oregon Association of County Engineers and Surveyors

Section 1. Creation, purpose, voting membership, and governing body

(1) Upon execution of this agreement by at least 10 counties, there is hereby created an intergovernmental entity entitled the Oregon Association of County Engineers and Surveyors (hereafter “OACES”).

(2) The purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

(3) There are two divisions of OACES, the Public Works Division and the Surveyors Division. There shall be two voting members of OACES for each county that is a party to this agreement, one from each division. The voting member of the Public Works Division shall be the County Public Works Director, Engineer, Roadmaster, or designee. The voting member of the Surveyors Division shall be the County Surveyor or designee.

(4) The governing body of OACES shall consist of a Board of Directors of officers from among the membership, elected to those positions annually by the membership.

Section 2. Expenses, fees, accounting, personnel, term, and termination of party

(1) OACES shall be funded by annual dues paid by its members, and other financial resources obtained by OACES.

(2) The apportionment of dues shall be determined by the OACES membership, and all OACES revenue shall be accounted for by accounting and support services provided to OACES by intergovernmental agreement with the Association of Oregon Counties (AOC).

(3) OACES shall not have personnel.

(4) OACES shall not hold title to real property, but may acquire, own, and transfer personal property as necessary to carry out the purposes of OACES.

(5) The duration of this agreement is perpetual.

(6) Any party to this agreement may terminate their participation in this agreement upon 30 days’ notice to OACES and AOC. Any liabilities accrued prior to termination are shared equally with all parties.

Section 3. Bonds, installment purchases, bylaws, and taxes

(1) OACES shall not issue revenue bonds or enter into financing agreements.

(2) OACES shall not enter into agreements with vendors, trustees or escrow agents for the installment purchase or lease of real or personal property.

NONPROFIT TRANSFER AGREEMENT

Dated: _____, 2016

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

AND **COMMUNITY ACTION TEAM**, an Oregon
Nonprofit Corporation ("CAT")

Collectively referred to as "the Parties" herein.

RECITALS

WHEREAS, two parcels of improved real property in Columbia County, Oregon, which have been assigned Tax Account Numbers 14412 and 13640, respectively (the "Properties"), were foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Burum, Mary K, et al.*, *Columbia County Circuit Court* Case No. 08-2646; and

WHEREAS, General Judgment was entered in *Columbia County v. Burum, Mary K, et al.*, on October 22, 2008, nunc pro tunc October 9, 2008, and the Properties were conveyed to Columbia County on October 11, 2010, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2010-008427; and

WHEREAS, said Properties are currently assigned Tax Map ID No's 5N1W28-AC-03400 and 5N1W33-DD-8000, and are located at 1805 5th Street, Columbia City, Oregon and 344 N 10th Street, St. Helens, Oregon, respectively; and

WHEREAS, ORS 271.330(2) authorizes the County, to relinquish its title to the Properties to a qualifying nonprofit corporation for, among other things, the purpose of low income housing; and

WHEREAS, CAT is a qualifying nonprofit corporation dedicated to addressing low-income housing needs in Columbia County and has requested that the Properties be transferred to it for said purpose; and

WHEREAS, if the Properties are transferred to CAT pursuant to ORS 271.330(2), the Properties will be refurbished and made available for low income housing purposes in accordance with CAT's low income housing policies and procedures; and

WHEREAS, the County has incurred, or will incur, certain property management and administrative costs associated with the Properties, which CAT has agreed to reimburse as part of the property transfer process; and

WHEREAS, the Board finds that it would be in the public interest that the Properties be conveyed to CAT for low income housing purposes; and

WHEREAS, CAT has deposited \$25,300 with the County as a demonstration of its good faith intention to accept transfer of the Properties; and

WHEREAS the County intends to refund \$19,300 of the original deposit, retaining the remaining \$6,000 as the full deposit due under this Agreement; and

WHEREAS, the Columbia County Board of Commissioners has agreed to transfer the Properties to CAT on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, CAT agrees to accept, and County agrees to transfer the Properties on the following terms.

1. **Cost Reimbursement.** CAT agrees to reimburse the County for certain property management costs, which would have been reimbursed through the sale of the Properties. Said costs include, but are not limited to initial site security costs, along with ongoing property and yard maintenance. The Parties stipulate that said costs are equal to \$5,000.00.
2. **Transfer Fees.** CAT agrees to reimburse the County for costs that are directly related to the transfer of the Properties to CAT, with said costs including, but not limited to, public notice, hearing, document preparation and recording fees. The Parties stipulate that said fees are equal to \$1,000.00.
3. **Condition of Properties and Title.**
 - A. CAT shall acquire the Properties "AS IS" with all faults.
 - B. County shall convey the Properties without warranty through quitclaim deeds in substantially the same form as Exhibits A-1 and A-2 (the "Quitclaim Deeds").
 - C. The sale of the Properties is subject to any liens, easements and encumbrances of record.
 - D. The Quitclaim Deeds will reserve to County:
The mineral and associated rights specifically provided for in Exhibit A-1 and A-2; and, if applicable, all rights to any County, public, forest C.C.C. roads.
 - E. CAT shall rely on the results of inspections and investigations completed by CAT, and not upon any representation made by the County.
4. **County's Conditions to Closing.** County's obligation to transfer the Properties is conditioned upon the following, unless otherwise specified or waived by County in its sole discretion:
 - A. CAT demonstrates to the satisfaction of the County that it is a qualifying non-profit corporation as defined in ORS 271.330(2)(b)(A).

- B. The County has refunded \$19,300.00 of CAT's original deposit on or before the date that the transfer is closed as provided for in Section 8 herein; and
- C. CAT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE PROPERTIES, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT COUNTY MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF CAT, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF CAT's USE OR POSSESSION OF THE PROPERTIES, THE SALE OR RENT THEREOF, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTIES. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.
- D. CAT will use the Properties for the purpose of providing low-income housing.

CONDITIONS 4.C AND 4.D. WILL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

- 5. CAT's Condition to Closing. CAT's obligation to accept the Properties is conditioned upon the following, unless otherwise specified or waived by CAT in its sole discretion: CAT may conduct a public records search and/or an environmental assessment or other inspection of one or both Properties, which shall be paid for by CAT and results of such studies or analyses must be acceptable in all respects to CAT. It shall be a condition to Closing that the results of such studies or analysis are acceptable to CAT in its sole discretion. CAT may engage consultants or engineers of CAT's choosing to conduct site studies of the Properties as CAT deems necessary. CAT and its agents shall have the right to enter the Properties at reasonable times before Closing to make such tests, inspections, studies, and other investigations as CAT may require, at CAT's risk and expense. CAT shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County. CAT shall indemnify and hold the County and the Properties harmless from any loss, damage, lien, or claims arising out of such tests, inspections, studies, or other investigation. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the deed. However, CAT shall have no obligation to indemnify County related to any existing condition discovered during an inspection. CAT shall provide County with copies of all reports produced pursuant to this Section.
- 6. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 or 5, above, are not timely satisfied or waived by the Closing Date, for a reason other than the default of the CAT or the County under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the CAT and the County shall terminate and the Parties shall have no remaining obligations to one another.
- 7. Default; Remedies. Nothing in this Agreement is intended to require County to transfer the

Properties to CAT. County shall be entitled to decline to transfer the Properties at any time before the closing documents are signed.

8. Closing of Transfer. CAT and County intend to close the transfer by October 31, 2016 (the "Closing Date"), with the actual time and date of closing ("the Closing") to be set by County once CAT has notified County that CAT is prepared to close. The sale shall be "Closed" when the Quitclaim Deeds are recorded by the County.
9. Closing Costs; Prorates. Reserved.
10. Possession. CAT shall be entitled to exclusive possession of the Properties at the time the transfer is Closed in accordance with Section 8 above.
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 COUNTY:
Board of County Commissioners
c/o Board Office Administrator
230 Strand, Room 318
St. Helens, OR 97051

FOR CAT:
Casey Mitchell
125 N. 17th Street
St. Helens, OR 97051

- B. Assignment. Neither party may assign this Agreement.
- C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.
- D. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A-1 and A-2 – Quitclaim Deeds.
- E. CAT Representations and Warranties. CAT representations and

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

- i. The CAT has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
 - ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the CAT 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 CAT has the legal power, right, and actual authority to bind the CAT 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 CAT is a party.
 - v. CAT is a qualifying non-profit corporation as defined in ORS 271.330(2)(b)(A).
- 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. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

- J. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTIES AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTIES. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- K. STATUTORY DISCLAIMERS. "THE PROPERTIES DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTIES ARE 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 PROPERTIES 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 PROPERTIES 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 PROPERTIES 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 PROPERTIES ARE SUBJECT TO ORS 358.505 THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.”

APPROVALS

FOR CAT:



[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

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Community Action Team
125 N. 17th Street
St. Helens, OR 97051

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

**EXHIBIT A-1
To Transfer
Agreement**

Tax Map ID No. 5N1W28-AC-03400

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 Community Action Team, Inc., an Oregon nonprofit corporation, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 5N1W28-AC-03400 and Tax Account No. 14412, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$3,000.00 and other mutual benefits and consideration received.

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

- 1) This Properties are conveyed AS-IS without covenants or warranties, subject to any 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 Properties, 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 Properties, 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.47-2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ____, Page ____.

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

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

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____

Anthony Hyde, Chair

By: _____

Office of County Counsel

STATE OF OREGON)

)

ss.

ACKNOWLEDGMENT

County of Columbia)

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

**EXHIBIT A
(to Quitclaim Deed)**

**Tax Account No. 14412
Tax Map ID No 5N1W28-AC-03400**

[LEGAL DESCRIPTION HERE]

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Community Action Team
125 N. 17th Street
St. Helens, OR 97051

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

**EXHIBIT A-2
To Transfer
Agreement**

Tax Map ID No. 5N1W33-DD-8000

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 Community Action Team, Inc., an Oregon nonprofit corporation, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 5N1W33-DD-8000 and Tax Account No. 13640, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$3000.00 and other mutual benefits and consideration received.

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

- 1) This Properties are conveyed AS-IS without covenants or warranties, subject to any 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 Properties, 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 Properties, 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.

**EXHIBIT A
(to Quitclaim Deed)**

**Tax Account No. 13640
Tax Map ID No 5N1W33-DD-8000**

[LEGAL DESCRIPTION HERE]

PURCHASE AND SALE AGREEMENT

Dated: _____, 2016

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

AND Martin M. Kennedy
Dawna M. Kennedy (“Buyers”)

Collectively, “the Parties.”

RECITALS

WHEREAS, on October 11, 2006, *nunc pro tunc* October 3, 2006, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v Lowrey David, et. al.*, Case No. 13CV05366; and

WHEREAS, on October 22, 2008, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in St. Helens, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N1W04-AD-00304 and Tax Account No. 10139 (“the Property”); and

WHEREAS, the Property is depicted on Exhibit A hereto and is more specifically described as “Lot 16, Block 65, St. Helens, Columbia County, Oregon”; and

WHEREAS, the location and site circumstances make the property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$500; and

WHEREAS, the Buyers submitted a purchase inquiry for the Property on March 22, 2016, offering \$500.00 for the Property; and

WHEREAS, the County’s Property Administration Contractor reviewed the Property circumstances, and recommends sale of the Property to Buyers; and

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

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

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

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

AGREEMENT

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

1. Purchase Price. The total purchase price shall be \$645.00, which includes the \$145.00 administrative fee required by the County.
2. Purchase Deposit. 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. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PROPERTY,

INCLUDING ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

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

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the 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 agreements provided for in Section 4.C. above shall survive termination.
6. Default; Remedies.
 - A. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyers through no fault of Buyers, the Deposit shall be returned to Buyers in its entirety.
 - B. In the event that Buyers elect not to purchase the Property for any reason other than default by Seller, Buyers will forfeit the Deposit and Seller shall have no further obligations to Buyers.
7. Closing of Sale. Buyer and Seller intend to close the sale on or before Monday, October 31, 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.
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:
Martin M. and Dawna M. Kennedy
274 S. 8th Street
St. Helens, OR 97051

- 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.”

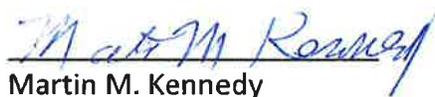
“IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.”

APPROVALS

FOR BUYERS:

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON


Martin M. Kennedy

By: _____
Anthony Hyde, Chair

Date: _____

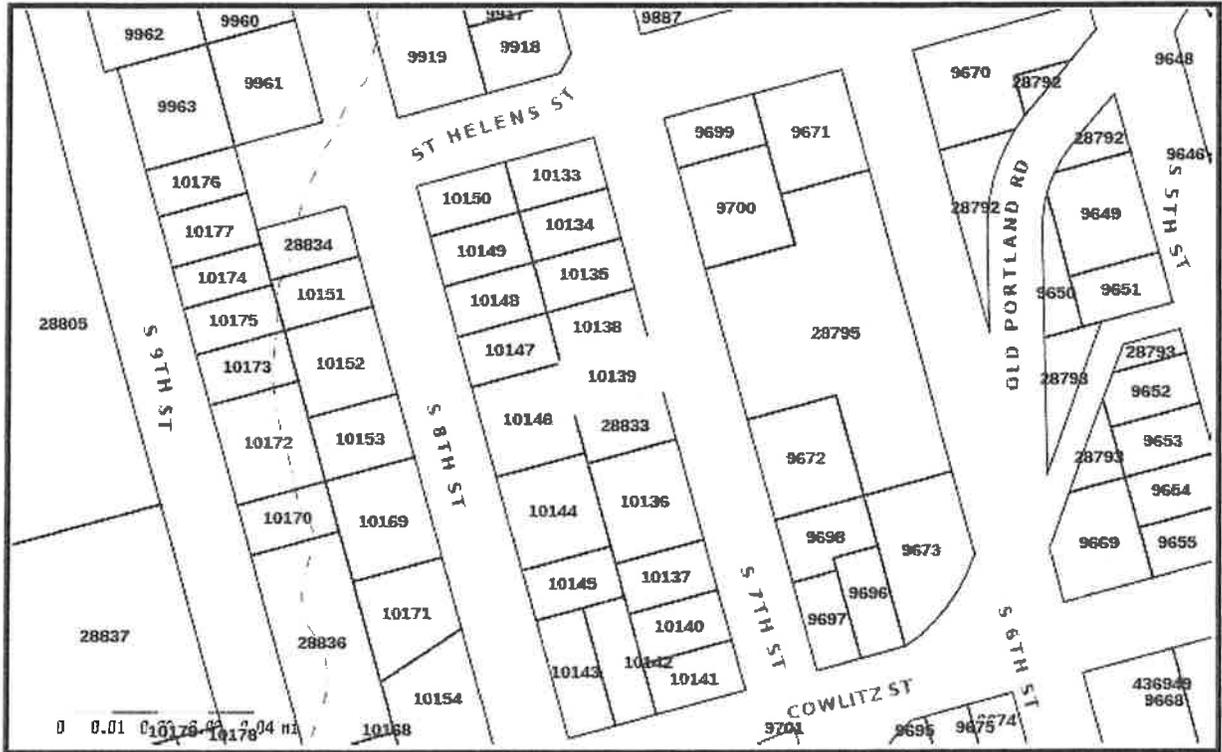

Dawna M. Kennedy

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A

Map



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.

GeoSource

Printed 09/15/2016

EXHIBIT B

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Martin M. and Dawna M. Kennedy
274 S. 8th Street
St. Helens, OR 97051

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 Martin M. Kennedy and Dawna M. Kennedy, 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. 4N1W04-AD-00304 and Tax Account No. 10139, and more particularly described as:

Lot 16, Block 65, St. Helens, 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.

MONEY ORDER

CHECK NO: 24746

DATE	GENERAL LEDGER ACCOUNT	TRANS CODE	AMOUNT OF CHECK	FOLIO NO.	DESCRIPTION
09/17/2016	****0334	MO	645.00	21463718 571	KENNEDY, DAWNA M

DAWNA M KENNEDY

DETACH BEFORE DEPOSITING

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER



Wauna Credit Union
Trusted since 1967

Clatskanie Branch
101 Truhaak St * PO Box 67
Clatskanie OR 97016

MONEY ORDER

CHECK NO: 24746

DATE
09/17/2016

NOT VALID FOR MORE THAN \$1,000

96-7420 MO
3232

\$645.00

PAY TO THE ORDER OF

Columbia County

AMOUNT

SIX HUNDRED FORTY FIVE DOLLAR(S) AND NO CENT(S)

Dawna M Kennedy
AUTHORIZED SIGNATURE

DAWNA M KENNEDY

⑈00024746⑈ ⑈323274209⑈ 1000680520009⑈

ORIGINAL DOCUMENT HAS A TRUE WATERMARK. HOLD TO LIGHT TO VERIFY.

CUSTODIAL AGREEMENT

Columbia County, Oregon, hereinafter referred to as the "Customer", is depositing with Zions Bank, a Division of ZB, National Association (Zions Bank), as Custodian, hereinafter referred to as the "Custodian", certain property set forth in Schedule "A" attached hereto. Other property may be added hereto from time to time by the Customer, to be governed by the terms hereof. The Customer directs that the Custodian hold the property in custody and perform services in connection therewith, in accordance with the following:

1. The Custodian will hold the property (Securities) placed in its custody for the account of the Customer, subject to the terms and conditions stated in this Custodial Agreement (the "Custody Account"). Securities will be held at a depository selected by the Custodian and in the form required by the depository, which may include registration in a nominee name or in book entry form. If the Securities held for the Customer are held in book entry form, ownership is recorded, but tangible certificates are not issued.
2. The Custodian does not assume any obligation to review the Securities held by it for the Customer, or to supervise, advise or recommend to the Customer the purchase, retention, sale, exchange or deposit in reorganization or otherwise, at any time, unless provided for by a separate written agreement between the parties. The Custodian's sole duty shall be to follow the written directions of an Authorized Officer as designated in this Custodial Agreement, or as amended in a separate signed written instrument delivered to the Custodian from time to time hereafter. The below designated Authorized Officer(s), and additional person(s) as may be designated from time to time hereafter to act as an Authorized Officer, has the legal power to deposit Securities or cash with the Custodian, and to effect any additions, substitutions, withdrawals and any other actions with regard to the Custody Account.
3. The Custodian will be under no obligation to take any action, or omit to take any action, with regard to stocks, dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for the exchange of Securities. The Custodian is authorized, but not required, to reregister defaulted Securities in the Customer's name.
4. The Custodian will not be held responsible for the genuineness, validity, alteration of, or defect in, the Securities. The Custodian will not be liable for any loss or damage to Securities in the Custody Account unless the loss or damage is due to the Custodian's failure to exercise reasonable care. The Securities in the Custody Account (including any certificates or shares of any investment company mutual fund or money market fund that may be held in the Custody Account) are not insured by the Federal Deposit Insurance Corporation (FDIC), nor protected by the Securities Investor Protection Corporation (SIPC), and the Custodian itself will be under no obligation to insure the Securities in the Custody Account.
5. The Custodian will collect interest and other income from bearer Securities and from Securities registered in the Custodian's nominee name that the Customer has deposited in the Custody Account. Unless instructed otherwise in writing, the Custodian will use its best efforts to collect principal at maturity and at dates of call for payment. The Custodian is under no obligation to present coupons or Securities for payment prior to their due date. The Custodian will have no liability for failure to collect principal and interest, due to failure of the obligor or payor of any Securities held in the Custody Account to make timely payment thereon, and will not be obligated to institute or participate in any related legal proceedings except as may be reasonably required to

factually support a claim, with the reasonable cost of such participation to be paid by Customer. The Custodian has no duty in connection with the collection or payment of dividends on stocks or interest on bonds or other Securities held in the Custody Account and registered in a name other than the Custodian's nominee name.

6. If income from the Securities is to be forwarded to the Customer, the Custodian reserves the right to withhold the payment until the Custodian receives final cash payment of any items sent for collection. If income from the Securities is credited to the Customer's Custody Account, the credit is made, provisionally, subject to the Custodian's receipt of final cash payment of any items sent for collection. The Custodian may, but shall not be required to, advance funds for the account of the Customer, and the Customer agrees to reimburse the Custodian for such advances of funds at the Custodian's then prevailing Prime Lending Rate.
7. Upon written instructions, including email or telephonic instructions promptly confirmed in writing by the Customer, the Custodian will place for the Customer's risk and account, orders for the purchase or sale of Securities, provided that the funds or the Securities are on hand in deliverable form, as applicable. The Customer agrees to execute and deliver to the Custodian written confirmation of purchases, sales or other transactions affecting the account, in form satisfactory to the Custodian. The Custodian will not be liable for or on account of any act or omission of any broker or agent selected by the Customer to purchase or sell Securities for the account of the Customer.
8. The Customer recognizes that the Custodian is a participant of the Depository Trust Company ("DTC") and is bound by its Bylaws and Rules, as they may be amended from time to time. The Customer agrees that it shall have no greater or different rights or remedies against the Custodian than the Custodian would have against DTC or any other Custodian with respect to the Property.
9. Any item (Securities or payments) received after the regular close of business shall be deemed received the next business day. On a monthly basis, the Custodian will issue a statement of transaction activity and security position report for the Custody Account. The Custody Account is subject to reasonable charges and conditions which are from time to time imposed by the Custodian or by law and such charges will be assessed to the Customer under written advice. The Customer agrees to pay the Custodian's fees as set forth in Schedule "B" attached hereto, and any out-of-pocket expenses incurred or chargeable to the Custody Account. If the Custodian does not receive the Customer's payment of such fees or charges within thirty days of the date of any invoice, the Custodian is authorized to debit the Customer's account or otherwise offset against any funds due the Customer.
10. The Customer authorizes and empowers the Custodian to execute any declarations, affidavits, and certificates of ownership or other documents which are now or may in the future be required by the Internal Revenue Service or other authority in connection with the Securities or the income from the Securities. The Custodian will withhold taxes when required by law to do so, and will not claim exemption on behalf of the Customer.
11. In the event of any dispute arising under this Custodial Agreement, the Custodian may in its sole and absolute discretion deposit the Securities and cash described herein (or so much thereof as remains in its hands) with the appropriate court having jurisdiction hereof, and interplead the parties hereto, and upon so depositing such property and filing its complaint in interpleader it shall be relieved of any future liabilities under the terms hereof as to the Securities and cash so deposited but shall not relieve the

Custodian of any obligations or liabilities already accrued under the Custodian Agreement. The Customer, its legal representatives, successors and any beneficiaries thereof do hereby submit themselves to the jurisdiction of said court and do hereby appoint the then Clerk, or acting Clerk, of said court as their Agent for the service of all process in connection with such proceedings. The institution of any such interpleader action shall not impair the rights of the Custodian under this Custodial Agreement.

12. The Customer agrees to indemnify against, and hold the Custodian harmless from, all liabilities, claims and demands (and all expenses relating thereto, including legal fees) made by or owing to the Customer, any beneficiaries or any other persons or entities with respect to this Custodial Agreement or the Custodian's acts or omissions hereunder, except for those caused by the Custodian's negligence or willful misconduct. Anything herein to the contrary notwithstanding, the Custodian shall not be liable for any consequential or punitive damages relating to its activities with regard to the Custodial Account. The Customer further agrees that responsibility for any renegees, failure to comply with bond calls, tender offers and other similar matters shall be the Customer's and that the Customer will in such events take such action as may be appropriate to avoid putting the Custodian in violation of any laws or regulations or duties to others. The provisions of this Section shall survive after the date of termination. Any release or discharge given pursuant to Section 13 of this Custodial Agreement shall not in any manner affect the effectiveness or enforceability of this Section.
13. This Custodial Agreement may be altered at any time by written notification and mutual written agreement of the Customer and the Custodian. This Custodial Agreement may be terminated at any time, upon 30 days' written notice, either by the Customer or the Custodian. At termination, all monies, Securities, and any other assets held in Custody Account of the Customer will be delivered, upon written order or receipt signed by the Customer, and payment of any undisputed charges or other fees due and owing to the Custodian as a result of this Custodial Agreement. The Customer's receipt thereof shall constitute a full and complete release and discharge of the Custodian as agent hereunder.
14. This Custodial Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of law principles. The Customer and the Custodian hereby consent to the jurisdiction of the Oregon courts in the event of any litigation or dispute hereunder.

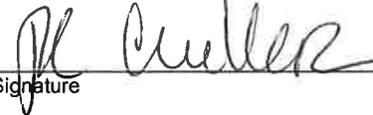
15. Specific terms and conditions applicable to this Custodial Agreement:

Tax Identification Number: 93-160022800

Address: 230 STRAND ST.

ST. HELENS OR 97051
City State Zip

Name and Title of Person(s) Authorized to Transact Business on this Custody Account:

Jennifer K Cuellar-Smith 
Name Signature

Name Signature

Name Signature

Name Signature

The Securities and Exchange Commission, Rule 14-b-1(c), which provides for improved communications between companies which issue securities, and the shareholders who own those securities, requires us to solicit your instructions to provide information when requested regarding shareholders:

Yes (You are authorized to release my name, address, and securities position(s) to companies whose shares you hold in my account.)

No (I do not want my name, address and securities positions(s) released.)

Customer
Columbia County, Oregon

Zions Bank, a Division of ZB, National Association, as Custodian

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "A"
TO CUSTODIAL AGREEMENT

[Description of Property deposited.]

- NONE. -

SCHEDULE "B"
TO CUSTODIAL AGREEMENT

SERVICES AND COMPENSATION FEE SCHEDULE
Zions Bank, a Division of ZB, National Association

Custody and Safekeeping for Columbia County, Oregon

Acceptance and Set-up Fee Waived

Includes review of custody agreement, establishment of custody account and receipt of securities.

Annual Custodian/Safekeeping Fee \$2,000.00

Portfolio Balance: \$0 - 25M

This fee compensates Zions Bank for regular administrative services which include, but are not limited to, the following: identification and processing of trades; maintenance of administrative records; furnishing information to issuer's auditors and responding to correspondence and telephone inquiries. The first year's fee is payable in advance at closing and annually thereafter, if applicable, without pro-ration.

Transaction Fees

Transactions (buys, sells free receipt, free delivers)

****First 20 trades fee waived, \$20.00 per trade thereafter***

Outgoing wire transfers

****First 20 wires fee waived, \$10.00 per outgoing wire transfer thereafter***

Legal Counsel Included

Out-of-Pocket Expenses (postage, overnight mail, etc.) Billed At Cost

Extraordinary and travel expenses, such as those incurred to attend meetings, if required, will be billed at actual costs.

Extraordinary Services By Appraisal

Extraordinary services or services not specifically contemplated with the fee proposal may be subject to special charges. Extraordinary services may include duties such as the administration of accounts in addition to a specified account, amendments, execution of additional agreements, acting in a default scenario, or any other miscellaneous requests for service will be charged based on an assessment of services to be performed.

'To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each party who opens an account. When you open an account with us, we will ask for appropriate information that will allow us to identify you.'

This quote is pending final review of the governing documents and transactions contemplated thereby and may be subject to change.