

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made by and between **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and _____, hereinafter called **PURCHASER**.

WITNESSETH:

WHEREAS, on October 13, 2010, *nunc pro tunc* October 7, 2010, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ayers, William J., et al.*, Case No. 10-2595; and

WHEREAS, on October 8, 2012, pursuant to that General Judgment, Seller acquired certain foreclosed real Property, including a certain parcel of land situated near Warren, Oregon, which was formerly owned by Fred Brandenfels and Leland Ebert; and

WHEREAS, this foreclosed Property is currently assigned Tax Map ID No. 4N1W19-AD-01400, is located at 56510 Old Portland Road, St. Helens, and is legally described as:

PARCEL 1: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet; thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning.

WHEREAS, pursuant to ORS 275.090, the County may sell and convey the Property to the highest bidder at a Sheriff's sale; and

WHEREAS, notice of sale was duly published and sale of the Property was held on December 4, 2014; and

WHEREAS, Purchaser is the highest and best bidder for the Property;

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

1. PURCHASE PRICE: The purchase price of the Property which PURCHASER agrees to pay shall be the sum of _____ Dollars (\$_____) payable subject to the following terms and conditions:

a) The sum of _____ Dollars(\$_____), representing Fifty Percent (50%) of the purchase price, plus a deposit of Ten Thousand Dollars (\$10,000) to secure performance under this Agreement, was paid when PURCHASER won the bid at the COUNTY auction held December 4, 2014, also known as the date of sale, receipt of which is hereby acknowledged.

b) The balance of _____ Dollars (\$_____) is due upon compliance with Paragraph 2. a) below in one installment due and payable no later than 90 days from the date of sale, which is on or before **March 3, 2015**, with deferred payments bearing interest from the date of sale at a rate of 3 percent (3%) annually. PURCHASER shall be in default in the performance of this Agreement for failure to pay the balance due within 90 days of the date of sale. Payment shall be made by cash or cashier's check which shall be delivered to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051

c) Payments shall first be applied to interest accrued to the date of payment, then to amounts past due COUNTY under this Agreement other than principal or interest, and then to the principal amount owing.

d) PURCHASER may at any time pay off without penalty the entire balance of the purchase price remaining due, together with interest due thereon at the above specified rate to the date of payment. However, the deposit shall not be refunded to PURCHASER until and unless PURCHASER has complied with its obligations in Section 2. a), below.

2. TERMS AND CONDITIONS.

a) The Property is being sold to PURCHASER on the condition that PURCHASER, no later than 90 days from the date of sale, **March 3, 2015**, submits proof that all solid waste violations associated with the Property have been cured. Proof shall be in the form of a letter from the Columbia County Department of Land Development Services stating that all violations have been cured. If such proof is submitted within 90 days, the remaining installment payment shall be reduced by the amount of the deposit (\$10,000). If such proof is not submitted within 90 days, PURCHASER shall be in default in the performance of the this Agreement and the COUNTY may enter the premises for purposes of removing any remaining solid waste and the deposited funds shall be forfeited to the COUNTY in their entirety.

b) PURCHASER shall have the possession of, and the income from the premises, so long as PURCHASER is not in default in the performance of this Agreement with the COUNTY, but shall forfeit PURCHASER'S rights under this Agreement and to all payments made pursuant thereto if PURCHASER: (1) fails to pay the purchase price or any part of the purchase price, principal or interest; (2) fails to pay, before delinquency, the taxes thereafter levied against the premises; (3) commits or suffers any strip or waste of or on the premises; (4) fails to submit proof that solid waste violations have been cured; or (5) violates any other provision of this Agreement. In the event of breach of a condition or other default, the COUNTY may declare the breach or default and cancel this Agreement. The COUNTY may pursue any remedy provided by law for breach or default of this Agreement.

c) At such time as PURCHASER has complied with all the terms of this Agreement, the COUNTY shall convey the Property by a **Quitclaim Deed** within 30 days. COUNTY expressly excepts from the conveyance and reserves unto COUNTY, and to COUNTY's heirs and assigns, all minerals (including, but not by way of

limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the Property to be conveyed.

d) TAXES AND LIENS: PURCHASER agrees to pay all taxes and liens hereafter levied upon the Property and all public or private liens which may hereafter be imposed upon the Property as the same become due and before they become delinquent. In the event PURCHASER defaults in the payment of any taxes or liens, the COUNTY may, but shall not be obligated to, pay said taxes or liens on behalf of PURCHASER, all of which sums so added to the principal balance shall bear interest at the rate of 12% compounded annually from the date of payment by the COUNTY.

e) INSURANCE: From the sale date until a quit claim deed is recorded, PURCHASER shall keep in force at all times a policy of fire insurance, with standard extended coverage endorsements, on a replacement cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to COUNTY under a standard mortgagee's clause and PURCHASER as their respective interests may appear. Said insurance policy shall also include commercial general liability coverage and environmental liability coverage in an amount not less than \$1,000,000 per occurrence to protect Columbia 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 fees, that the COUNTY, its officers, agents, employees, successors and assigns may sustain or incur on account of (1) any damage to or destruction of any Property, including but not limited to environmental liability, that the COUNTY may own or in which it may have an interest; (2) any damage to or destruction of any Property, including but not limited to environmental liability, 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 PURCHASER, or PURCHASER's heirs, successors, assigns and/or invitees/permittees arising in any manner out of PURCHASER's use or possession of the Property prior to the date a quitclaim deed is recorded, except to the extent of the COUNTY's sole negligence. PURCHASER shall provide to COUNTY a certificate or certificates of insurance evidencing coverage in the amounts described, above, within 2 business days of the sale date. The certificate or certificates of insurance shall be accompanied by additional insured endorsements.

f. INDEMNIFICATION: PURCHASER agrees to release, defend, indemnify, and hold harmless the COUNTY, its officers, agents, employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees, that the COUNTY, its officers, agents, employees, successors and assigns may sustain or incur on account of (1) any damage to or destruction of any property, including but not limited to environmental liability, that the COUNTY may own or in which it may have an interest; (2) any damage to or destruction of any property, including but not limited to environmental liability, 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 PURCHASER, or PURCHASER's heirs, successors, assigns, and/or invitees/permittees arising in any manner out of PURCHASER's use or possession of the Property prior to the date a quitclaim deed is recorded, except to the extent of the COUNTY's sole negligence.

g. POSSESSION: PURCHASER shall have the possession of, and the income from the premises so long as he/she is not in default in the performance of his/her Agreement with COUNTY, but shall forfeit his/her rights under such Agreement, and to all payments made pursuant thereto, if he/she fails to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the premises, or commits or suffers any strip or waste of or on such premises, or violates any other reasonable provision of this Agreement which COUNTY may see fit to require.

h. ASSIGNMENT. PURCHASER agrees that he/she may not assign this Agreement or his/her rights hereunder without the written consent of the COUNTY.

3. DEFAULT. In the event PURCHASER fails to make the payments provided for herein, or any of them, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on such premises, or fails to comply with any other term or condition of this Agreement, time of payment and strict performance being declared to be the essence of this Agreement, then the COUNTY at its option, shall have the right:

a) To cancel this Agreement.

b) To foreclose this Agreement by suit, in equity, or any other right existing by law. In either of such cases all of the right and interest herein created or then existing in favor of PURCHASER derived under this Agreement PURCHASER shall utterly cease and determine, and the right to possession of the real Property above described and all rights acquired by the PURCHASER shall revert to and revest in COUNTY without an act of reentry or any other act of COUNTY to be performed, and without any right of PURCHASER of return, reclamation or compensation for moneys paid on account of the purchase of said Property, as absolutely, fully and perfectly as if this Agreement and such payments had never been made; and, in the event of such default, all payments heretofore made on this Agreement are to be retained by and belong to COUNTY as the agreed and reasonable rent of said premises to the time of such default.

c) COUNTY, in the event of such default, shall have the right to immediately, or at any time thereafter, enter upon the real Property aforesaid without any process of law and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging.

4. ATTORNEY'S FEES. In the event suit or action is instituted to enforce any of the provisions hereof, **each party shall pay their own attorney fees.**

5. CONDEMNATION. In the event of appropriation of said real Property or any portion thereof by any public or private corporation under the laws of eminent domain, the sum or sums of money received by PURCHASER in payment of said appropriation shall be forthwith paid by PURCHASER on the purchase price of said Property as an additional payment over and above the regular annual payments, and other payments due as herein expressed; provided, however, that in no event shall said payments be more than the full purchase price stated herein.

6. WAIVER. Failure by COUNTY at any time to require the performance by the PURCHASER of any of the provisions hereof shall in no way affect COUNTY'S right hereunder to enforce the same, nor shall any waiver by COUNTY of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

7. SUCCESSOR INTEREST. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignments.

8. TITLE. The COUNTY does not warrant, guarantee or make any claims as to Title to the Property. The COUNTY only sells and conveys the title, if any, that it has acquired by tax foreclosure. Upon full payment of the purchase price under this Agreement, Purchaser only receives a quitclaim deed from COUNTY. COUNTY WILL NOT WARRANT THAT TITLE OF THE REAL PROPERTY IS FREE OF DEFECTS OR ENCUMBRANCES. COUNTY will not warrant that its foreclosure proceeding or any other proceeding authorizing the acquisition or sale of this Property was free of defect. PURCHASER acknowledges that COUNTY is not providing title insurance and Purchaser will need to obtain any title insurance Purchaser desires. Conveyance is subject to any recorded

easements to the United States or any government agency thereof. Risk of loss or damage to the Property shall be PURCHASER'S from the date of this Agreement.

9. CONDITION. COUNTY does not warrant, guarantee, or make any claim as to the condition of the Property. NO inspection, environmental assessment, or audit has been performed. Purchaser accepts the land, improvements, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representation or warranties from COUNTY, its officers, agents or employees, expressed or implied.

10. USE. COUNTY does not warrant, guarantee, or make any claim that any particular Use may be made of the Property.

11. DEVELOPMENT. All actions and costs necessary to develop the Property being sold under this Agreement (the Property) shall be borne by PURCHASER. COUNTY makes no warranties, expressed or implied, as to the ability to develop the Property under current land use law. COUNTY, in COUNTY'S capacity as owner of the Property, shall cooperate with PURCHASER in PURCHASER'S attempts to obtain necessary permits for development of the Property. Any actions by PURCHASER, such as permit applications, further subdivision of the Property or replatting of the Property, which requires the consent of COUNTY due to COUNTY'S ownership of the Property shall not be unreasonably withheld. Such consent shall be given in writing by the Board of Commissioners of Columbia County or its designee.

12. HEADINGS. The headings herein contained are for reference only and are not to be construed as part of this Agreement.

13. 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.”

14. MISCELLANEOUS. Time is of the essence of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

15. 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.

16. 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.

17. 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.

18. PRO RATES. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the Property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the Property (e.g. as farm or forest property) shall be paid by Buyer. Buyer shall not be responsible for paying Seller for heating oil (if any) in the tank at date of possession.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

DATED: _____

PURCHASER:

(Print Name)

STATE OF OREGON)
) ss

