

PURCHASE AND SALE AGREEMENT

Dated: _____, 2020

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

AND James Ford and Tammy Ford (“Buyer”)

Collectively, the “Parties.”

RECITALS

WHEREAS, on October 19, 2017, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building LLC, et al.*, Case No. 17-CV39624; and

WHEREAS, on October 23, 2019, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in St. Helens, Oregon, having assigned Tax Map ID No. 4N1W04-AD-02501 and Tax Account No. 10164, by deed recorded as document number 2019-008826 in the Columbia County deed records. Said foreclosed property is depicted on Exhibit A attached hereto and by this reference incorporated herein, and more particularly described as:

A tract of land in the Northeast quarter of Section 04, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7 and the South half of Lot 8, Block 73, PLAN OF THE TOWN OF ST HELENS, City of St. Helens, Columbia County, Oregon.

Excepting therefrom that portion lying within Old Portland Road

(the “Property”); and

WHEREAS, Buyer has continued to possess and occupy the residence located on the Property since April 2013; and

WHEREAS, Tammy Ford requested that the County re-convey the Property to Buyer; and

WHEREAS, on December 13, 2019, Buyer provided Seller an earnest money deposit in the amount of \$21,229.68;

WHEREAS, pursuant to ORS 275.180, Seller may sell and convey by deed to the record owner any property acquired by Seller through foreclosure for not less than the amount of taxes and interest

accrued and charged against the Property at the time of purchase by Seller with interest thereon at the rate of six percent per annum from the date of such purchase; and

WHEREAS, Buyer is the prior record owner; and

WHEREAS, Buyer was the owner of record at the time of foreclosure; and

WHEREAS, the Columbia County Board of Commissioners has agreed to re-convey the Property to Buyer upon payment of the equivalent of all back taxes and interest accrued against the Property as of November 16, 2013, plus all penalties, fees, taxes and interest at the rate of six percent per annum from November 16, 2013 through the date of closing; and

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

AGREEMENT

Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms:

1. **Purchase Price.** The total purchase price shall be the total of all back taxes and interest accrued against the property as of November 16, 2013, plus all penalties, fees, taxes and interest at the rate of six percent per annum from November 16, 2013, through closing. If closing occurs on or before February 15, 2020, the total purchase price shall be \$23,760.95 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. **Earnest Money.** Buyer has deposited \$21,229.68 as earnest money (the "Deposit").
3. **Buyer's Conditions to Closing.** Buyer's obligation to purchase the Property is conditioned on the following occurring not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Buyer:
 - A. Buyer shall deliver this Agreement signed and pay Seller the Purchase Price, less the Deposit, in one payment by cash, money order or cashier's check, at the address provided herein, on or before February 11, 2020, unless otherwise specified or waived by Buyer.
 - B. Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing, a copy of which is attached hereto as Exhibit B and by this reference incorporated herein. Seller expressly excepts from this conveyance and reserves unto Seller, and to Seller's heirs and assigns the following for the benefit of Columbia County, Oregon:
 - i. Any municipal right-of-ways, easements and encumbrances of record.
 - ii. All rights to any County, public, forest or Civilian Conservation Corps roads.
 - iii. All minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and

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

- iv. All covenants, conditions, restrictions, reservations set back lines, Special Assessments and Powers of Special Districts, Easements of Record and Agreements for Roadway Maintenance, if any.
- v. The Property shall remain vested in Buyer or either of them for so long as ad valorem real property taxes assessed on the Property are not delinquent by more than 120 days from the earliest date of delinquency. But, if ad valorem real property taxes assessed against the property are delinquent by more than 120 days from the earliest date of delinquency, then the Property and the whole thereof shall revert to and re-vest in Seller. This special condition shall expire upon the transfer of fee to a third party if no interest in the Property is retained by Buyer or either of them.

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

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring on or before the Closing Date defined herein, unless otherwise specified or waived by Seller:
 - A. Buyer shall deliver this Agreement to Seller signed and pay Seller the Purchase Price, less the Deposit, in one payment by cash, money order or cashier's check, at the address provided herein, on or before February 15, 2020.
 - B. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
 - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE

PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

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

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4 above are not timely satisfied or waived, for a reason other than the default of the Buyer or Seller under this Agreement, this Agreement, and the rights and obligations of the Buyer and Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property. This condition shall survive termination of this Agreement.
6. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.
7. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on February 15, 2020 (the "Closing Date"), with the actual time and date of closing to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the closing by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County. At closing, Seller shall convey title to the Property to Buyer by Quitclaim Deed, subject to Seller's reservations set forth in Sections 3, above.
8. Closing Costs; Prorates. Reserved.
9. Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing Date.
10. Condition of Property and Title.
 - A. Seller represents that to the best of its knowledge it has complied with all laws and regulations applicable to its use and sale of the Property and that Seller is not aware of any violations or pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property, and Seller is not aware of any such violations or any concealed defects in the Property. Risk of loss or damage to the Property shall be Buyer's

until closing and Buyer's at and after closing. Buyer acknowledges and agrees that Buyer has been in exclusive possession of the property since April 2013, and is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property.

B. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.

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 through 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.

B. The notice addresses are as follows:

FOR SELLER:
Board of County Commissioners
c/o Board Office Administrator
230 Strand, Room 338
St. Helens, OR 97051

FOR BUYER:
James Ford and Tammy Ford
344 S. 9th Street
St. Helens, Oregon 97051

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

D. 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 attorneys' fees. This paragraph shall survive closing and shall not merge with the Quitclaim Deed.

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

F. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.

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

ii. All requisite action (corporate, trust, partnership, or otherwise) have been

taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

- iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
 - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.
- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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. A party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document prior to the Closing Date. 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.
- K. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE

PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

- L. 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.”

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

APPROVALS

FOR BUYER:
JAMES FORD AND TAMMY FORD

James Ford

Tammy Ford

Date: _____

FOR COUNTY:
BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Alex Tardif, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Henry Heimuller, Commissioner

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No.10164
Map

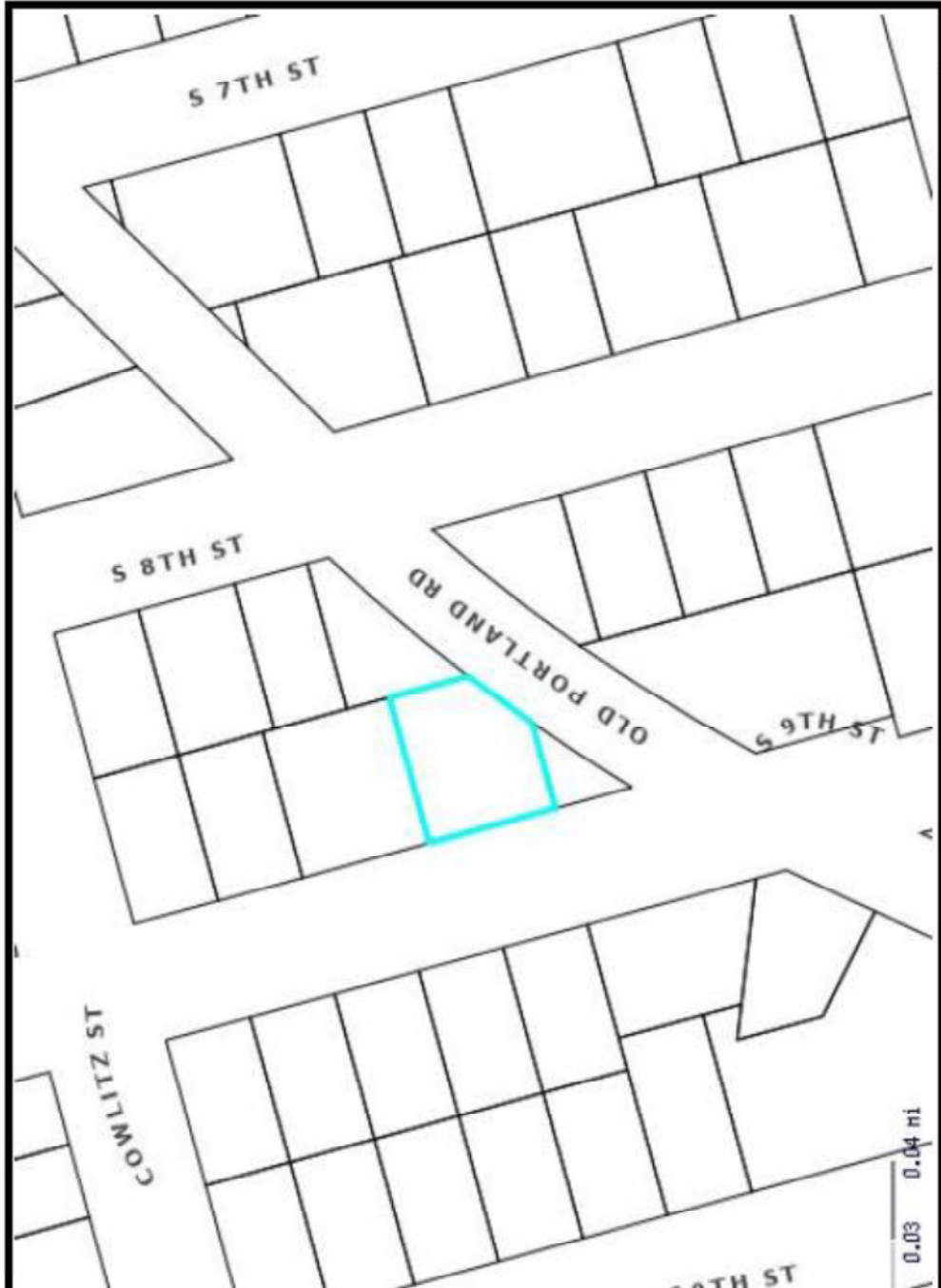


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

James Ford and Tammy Ford
344 S. 9th Street
St. Helens, Oregon 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 James and Tammy Ford, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N1W04-AD-02501 and Tax Account No. 10164, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is 23,615.95.

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

- 1) Any municipal right-of-ways, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads.
- 3) All minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium), mineral rights, ore, metals, aggregate, metallic clay, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.
- 4) All covenants, conditions, restrictions, reservations set back lines, Special Assessments and Powers of Special Districts, Easements of Record and Agreements for Roadway Maintenance, if any.
- 5) The Property shall remain vested in Buyer or either of them for so long as ad valorem real property taxes assessed on the Property are not delinquent by more than 120 days from the earliest date of delinquency. But, if ad valorem real property taxes assessed against the property are

delinquent by more than 120 days from the earliest date of delinquency, then the Property and the whole thereof shall revert to and revest in Seller. This limitation shall expire upon the transfer of fee to a third party if no interest in the Property is retained by Buyer or either of them.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ adopted on the ____ day of _____, 2020, and filed in Commissioners Journal at Book ____, Page ____.

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

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Alex Tardif, Chair

By: _____
Office of County Counsel

STATE OF OREGON)

County of Columbia) ss. ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2020, by Alex Tardif, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHBIT A to Quitclaim Deed

**Legal Description for Map ID No 4N1W04-AD-02501 and
Tax Account No. 10164**

A tract of land in the Northeast quarter of Section 04, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7 and the South half of Lot 8, Block 73, PLAN OF THE TOWN OF ST HELENS, City of St. Helens, Columbia County, Oregon.

Excepting therefrom that portion lying within Old Portland Road.