



PORT COMMISSION SPECIAL MEETING

100 E STREET, COLUMBIA CITY, OR 97018

July 21, 2025 1:00 P.M.

This meeting will be held by Zoom as all Commissioners are expected to attend by Zoom.
Members of the public may attend the meeting electronically by: <https://us02web.zoom.us/j/87853726417>

Call-In: (253) 205-0468

Meeting ID: 878 5372 6417

Passcode: 864946

I. CALL MEETING TO ORDER (President, Nick Sorber)

A. Roll Call

II. COMMENTS FROM THE PUBLIC

(Limited to 2 min. per person unless prior authorization is obtained)

III. NEW BUSINESS

A. Resolution 2025-21

Amy Bynum

Scappoose Hospitality Group Purchase & Sale Agreement
Staff Report and Resolution

IV. ADJOURNMENT

Upcoming Meetings & Events

July 28	5:00 p.m.	Airport Advisory Committee Meeting
July 29	6:30 p.m.	Columbia City Community Meeting (Lignetics) Columbia City Community Hall, 1850 2 nd St.
July 31	6:00 p.m.	13 Nights on the River
August 9	8 am –3 pm	Columbia City Celebration
August 13	8:30 a.m.	Commission Meeting

Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA-accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.

Pursuant to ORS 192.640 (1), the Port of Columbia County Commission reserves the right to consider and discuss, in either Open Session or Executive Session, additional subjects which may arise after the agenda is published.



Purchase & Sale Agreement with Scappoose Hospitality Group

RES 2025-21 STAFF REPORT

DATE: July 21, 2025
TO: Port Commission
FROM: Amy Jauron Bynum – Deputy Executive Director
RE: **Scappoose Hospitality Group Purchase and Sale Agreement**

Discussion

A hotel market study developed by HVS Consulting & Valuation in 2023 (“the Study”) considered the viability of a hotel near Oregon Manufacturing Innovation Center (OMIC R & D) in Scappoose. The findings from the Study led the Scappoose Hospitality Group, LLC (“SHG”) to pursue a hotel development in Scappoose and approach the Port with interest in purchasing property on Wagner Court near Scappoose Airport. At Commission's direction, Port staff have negotiated a Purchase and Sale Agreement (“PSA”) with SHG.

Summary of PSA terms:

- **Property:** SHG is purchasing unimproved property known as tax lot number 3106-c0-00800
- **Purchase Price:** \$347,077
- **Project Financing:** SHG has 2 years to pay the Purchase Price dependent on securing project financing
- **Earnest Money:** \$25,000 by July 25, 2025, non-refundable after a 180-day due diligence period
- **Agreement to Pay Costs:** \$5,000 at closing for staff time incurred
- **Property Reversion/Contingencies:** SHG must convey the property back to the Port if SHG does not start construction on an operation hotel within 3 years of closing. The reversion requirement to start a hotel will be deemed satisfied if all three of the following items are completed before the 3-year deadline (1) SHG has a construction contract for a hotel development; (2) SHG has all necessary land-use approvals for a hotel development; and (3) SHG has closed on construction loan for a hotel.

Recommendation

Consider Resolution 2025-21, authorizing the Executive Director to sign the attached Purchase and Sale Agreement with Scappoose Hospitality Group, LLC and all documents related to the sale.

RESOLUTION NO. 2025-21

A RESOLUTION AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH SCAPPOOSE HOSPITALITY GROUP FOR A HOTEL IN SCAPPOOSE

WHEREAS, the Port owns Tax Lot 3106-c0-00800, an unimproved parcel of real property near Scappoose Airport; and

WHEREAS, Scappoose Hospitality Group, LLC is interested in purchasing the property to develop an upper-midscale, extended-stay branded hotel in Scappoose to support economic activity near the Oregon Manufacturing Innovation Center (OMIC R&D) and Scappoose Airport; and

WHEREAS, the Port Commission is supportive of a hotel development for Columbia County, as the hotel will serve business and leisure travelers, OMIC R&D visitors, and airport users; and

WHEREAS, the Port and Scappoose Hospitality Group have negotiated a Purchase and Sale Agreement reflecting a purchase price of \$374,077; Now, therefore

BE IT RESOLVED that the Board authorizes the Executive Director of the Port to sign the attached Purchase and Sale Agreement as presented. The Board further authorizes the Executive Director to execute any and all documents related to the sale.

PASSED AND ADOPTED this 21st day of July 2025 by the following vote:

AYES: _____ **NAYS:** _____

ABSTAIN: _____

PORT OF COLUMBIA COUNTY

By: _____
President

Attested By:

Secretary

PURCHASE AND SALE AGREEMENT

Tax Lot 3106-c0-00800, SCAPPOOSE, OREGON

This **Purchase and Sale Agreement** (“Agreement”) effective this _____ day of _____, 2025 (the “Effective Date”) is by and between the Port of Columbia County, an Oregon municipal corporation (“Seller”) and Scappoose Hospitality Group, LLC, an Oregon Limited Liability Company (“Purchaser”). Seller owns the unimproved real property located at Wagner Court, Scappoose, Oregon 97056 referred to as Tax Lot 3106-c0-00800 and as depicted and described in **Exhibit A** attached hereto and all rights, privileges and appurtenances belonging or pertaining thereto (“the Property”). Seller wishes to sell the Property to Purchaser and Seller engaged in mutually beneficial negotiations the result of which was that Purchaser offered to purchase the Property, and Seller has accepted Purchaser’s offer (“the Sale”) and thus Seller has agreed to sell the Property to Purchaser, and Purchase agrees to purchase the Property, subject to and in accordance with the terms and conditions of this Agreement, as follows:

1. **PURCHASE PRICE.** The total purchase price for the Property (“the Purchase Price”) shall be Three Hundred Seventy-Four Thousand and Seventy-Seven Dollars (\$374,077.00). The Purchase Price shall be payable in cash at Closing (as defined below). Purchaser shall open an escrow with Ticor Title Company of Oregon in Scappoose Oregon (“Title Company”) and shall deposit with Title Company the Purchase Price on the Closing Date, unless otherwise extended by mutual written agreement of both parties.
2. **EARNEST MONEY DEPOSIT.** Earnest money in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Earnest Money”) shall be delivered by Purchaser to Title Company within three (3) business days of the Effective Date. The Earnest Money will become nonrefundable One Hundred and Eighty (180) days after the Effective Date if the Purchaser has not communicated their intent to terminate this Agreement (the “Termination Notice”) per section 15 Notices (“Termination Deadline”). Purchaser may, in its sole discretion provide such Termination Notice at any time prior to the Termination Deadline and the Agreement shall terminate upon Purchaser providing the Termination Notice and the Earnest Money shall be returned to Purchaser. The Earnest Money will be applied towards the Purchase Price unless Purchaser does not complete the Sale, in which case the non-refundable Earnest Money is the sole property of Seller. Purchaser and Seller hereby agree that a reasonable estimate of the total damages that Seller would suffer in the event that Purchaser defaults and fails to complete the Sale and purchase of the Property is an amount equal to the Earnest Money and agree that such amount represents liquidated damages for such breach of this Agreement by Purchaser, subject to any other provisions of this Agreement.
3. **CONTINGENCIES.**
 - 3.1. Seller’s obligation to sell the Property is conditioned upon approval of this Agreement by a majority vote in a public meeting by the Port of Columbia County Commission (the “Port Commission”). The Port Commission is a five-member local government that governs sale and leasing activities of Seller. If the Port Commission does not approve this Agreement in its sole and absolute discretion, this Agreement will be

rendered null and void without further liability or cause of action available to either party and the Earnest Money will be returned to Purchaser.

3.2. Reversion.

3.2.1. Notwithstanding anything herein to the contrary, Seller shall require Purchaser to convey the Property back to Seller after the Closing Date upon the failure of Purchaser to comply with the conditions set forth in Sections 3.2, 3.3, and 3.4 and, in the event of such failure, Purchaser agrees to convey the Property back to Seller (“Seller’s Reversionary Right”), and, except as set forth below in Section 3.2.2, any deed conveying the Property to Purchaser shall contain a right of reversion that would allow the Property to revert to Seller upon Seller’s exercise of Seller’s Reversionary Right (“Property Reversion”). Seller’s Reversionary Right may be exercised by the Seller, in its sole discretion, only if the Purchaser does not start construction of an operational hotel on the Property within three (3) years of Closing Date. In the event of Property Reversion, Seller shall return the Purchase Price to Purchaser, excluding all non-refundable Earnest Money, within one hundred twenty (120) days of Property Reversion. This Section 3 shall survive the Closing and continue in effect unless earlier terminated as set forth in this Section 3. Seller’s Reversionary Right shall terminate and be of no further force and effect if and when Purchaser has started construction of an operational hotel on the Property or Property Reversion occurs as outlined herein. Both parties agree to execute any documents reasonably requested or otherwise necessary in order to effectuate the purposes of this Section 3, including, but not limited to, executing and, if requested by Purchaser, recording against the Property, a mutually agreeable document memorializing the termination of the Seller’s Reversionary Right upon such termination in form sufficient to clear title to the Property of the Seller’s Reversionary Right.

3.2.2. The requirement to start construction of an operational hotel on the Property shall be considered satisfied when, in the sole discretion of the Seller, (i) Purchaser has entered into a construction contract with a general contractor for the construction of an operational hotel on the Property; (ii) Purchaser has secured its materially necessary land use approvals for construction of an operational hotel on the Property; and (iii) closed on a construction loan for the construction of an operational hotel on the Property (collectively, the “Construction Commencement Conditions”). Notwithstanding anything to the contrary in this Section, if Purchaser has, as of the Closing Date, satisfied each of the three Construction Commencement Conditions with proof as required by section 3.2.3 as approved in the sole discretion of Seller which shall not be unreasonably withheld, conditioned or delayed, then the Deed conveying the Property to Purchaser shall not contain any reversionary interest, as the Seller’s Reversionary Right shall be deemed satisfied and terminated as of the Closing Date.

3.2.3. To demonstrate compliance with Section 3.2.2, Purchaser shall deliver to Seller: (i) a copy of Purchaser’s fully executed construction contract with its general contractor; (ii) a copy of the final land use approval from the City of Scappoose, and (iii) a final copy of a lender-issued commitment letter, or written confirmation from a recognized financial institution, indicating that financing for the construction of

the hotel has been approved and is scheduled to close, all of which, shall be provided to Seller twenty (20) business days prior to Closing in order to satisfy the Construction Commencement Conditions as of the Closing Date.

- 3.3. Project Financing. Purchaser's obligation to close this transaction shall be subject to Purchaser's determination that Purchaser can obtain financing for its acquisition of the Property and development of an operational hotel on the Property on such terms are satisfactory to Purchaser in Purchaser's sole discretion (the "Project Financing Contingency") and the satisfaction by Purchaser of such condition on or before the date that is two (2) years after the Effective Date, unless extended by mutual agreement of the parties (the "Project Financing Deadline Date"). Purchaser shall deliver to Seller written notice of intent to proceed or terminate the transaction by the Project Financing Deadline Date.
- 3.4. Land Use Contingency. Purchaser's obligation to close this transaction shall be subject to Purchaser's determination that Purchaser can obtain land use approval for the development of an operational hotel on the Property in Purchaser's sole discretion ("Land Use Contingency") and the satisfaction by Purchaser of such condition on or before the date that is two (2) years after the Effective Date, unless extended by mutual agreement of the parties (the "Land Use Contingency Deadline Date"). Purchaser shall deliver to Seller written notice of intent to proceed or terminate the transaction by the Project Land Use Contingency Deadline Date.
- 3.5. Seller shall make available to Purchaser all documents regarding the Property in Seller's possession or control. Notwithstanding the foregoing, Seller shall not be required to deliver any of the following documents: (i) any proposals, letters of intent, draft contracts and the like prepared by or for other prospective purchasers of the Property, or (ii) Seller's internal memoranda, attorney-client privileged documents or privileged communications or appraisals. Although Seller has agreed to make available to Purchaser information regarding the Property, Seller and its agents shall have no responsibility or liability for the completeness or accuracy of such information, Seller is making no representation with respect to such documents and information, Purchaser assumes and accepts the entire responsibility for interpreting and assessing the information provided, and Purchaser will rely solely on Purchaser's own judgment in making Purchaser's decision to purchase the Property.
- 3.6. Seller shall provide Purchaser and its consultants with access to the Property, at Purchaser's sole cost and expense, to prepare tests and studies, including, without limitation, any tests, geological reports, surveys, hazardous/toxic materials investigations, and other physical investigations of, on, or in the Property.
- 3.7. At Closing, Seller shall furnish to Purchaser an ALTA Standard Coverage Owner's Policy of Title Insurance (the "Policy") issued by Title Company, insuring title vested in Purchaser in the amount of the Purchase Price against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions as determined hereunder, and together with such endorsements as are required by Purchaser. Seller

agrees to cooperate with Title Company and Purchaser in connection therewith and execute and deliver to Title Company appropriate certifications, affidavits, and indemnities confirming that Seller has not, prior to Closing, done anything on or about the Property, which would prevent Title Company from issuing the Policy required hereby or endorsements thereto. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's legal counsel a preliminary title report for the Policy, together with legible copies of all documents referenced or described therein (collectively, the "Title Report"). Purchaser shall be responsible for securing (or updating), at Purchaser's sole expense, an ALTA survey of the Property (the "Survey") but only if Purchaser desires to obtain such Survey. Purchaser shall notify Seller in writing of Purchaser's approval of any exceptions or other defects shown in the Title Report ("Permitted Exceptions") within fifteen (15) days of receipt by Purchaser and Purchaser's counsel of the Survey. Seller shall: (a) with respect to liens and encumbrances which can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing; and (b) with respect to other encumbrances, use reasonable efforts to eliminate all exceptions to title other than the Permitted Exceptions prior to Closing. Seller shall notify Purchaser within ten (10) days of receipt of Purchaser's notice which exceptions to title Seller shall cure; if Seller has not agreed to remove all exceptions other than the Permitted Exceptions, Purchaser may, at its sole option, either: (i) terminate this Agreement, or (ii) waive its prior disapproval and elect to approve such exception(s) as Permitted Exceptions. If Purchaser elects to terminate this Agreement under this section, the Purchase Price shall be refunded to the Purchaser but the Earnest Money will remain the sole property of Seller if the Termination Deadline outlined in section 2 has passed.

4. **INDEMNITY.** Purchaser shall protect, defend, indemnify, and hold Seller and Seller's Commissioners, volunteers, agents, and employees harmless (using legal counsel acceptable and approved by the Port) for, from and against any claims, liabilities, damages, liens, attorneys' fees, penalties, demands, causes of actions and suits of any nature whatsoever arising out of any matters related to this Agreement by Purchaser, its agents, employees or contractors. This indemnity includes an obligation of Purchaser to reimburse Seller for any and all damage Purchaser may cause to the Property and this indemnity shall survive the closing or termination of this Agreement.
5. **INTERIM ACTIONS.** So long as this Agreement remains in effect, Purchaser shall have the exclusive right to pursue all necessary approvals for developing the Property in such manner as Purchaser shall deem appropriate in Purchaser's sole discretion. Seller hereby grants to Purchaser the right, as Seller's agent and in Seller's name if so required, to, among other things: (a) enter into discussions and negotiations regarding the Property with all governmental authorities having jurisdiction; and, with Seller's express written consent, (b) apply for, prosecute, participate in and/or cause to be issued and finally approved any plat, permit, rezoning, change in comprehensive plan designation, development agreement, variance or conditional use request, local improvement district, or other approval which may be required incident to Purchaser's planned development of the Property.
6. **CLOSING.** Closing of the purchase of the Property shall occur at Title Company 60 days after the Project Financing Contingency Deadline Date and Land Use Contingency Deadline Date

(“Closing Date” or “Closing”) unless otherwise extended by mutual agreement of the parties. Upon Closing, Seller shall execute and deliver to Purchaser a warranty deed (the “Deed”), conveying marketable fee title to the Property, subject only to the Permitted Exceptions, if any, approved by Purchaser.

7. **CLOSING COSTS AND LIENS.** Purchaser and Seller shall each pay one-half (1/2) of all costs and fees related to this Agreement. There shall not be any proration of taxes, as Seller is a tax-exempt entity. Purchaser will be responsible for all property taxes from the Closing Date.
8. **COMMISSIONS.** Neither party will pay a commission for a broker representing the other party in connection with this transaction.
9. **REPRESENTATIONS.** Purchaser represents that it accepts and executes this Agreement based on their own examination and personal knowledge of the Property; that except for as provided in this Agreement, Seller has made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller has made no agreement or promise to alter, repair, or improve the Property; and that Purchaser takes the Property “AS IS,” with all faults, and without any representations, guarantees, or warranties from the Seller, either expressed or implied, as to suitability or condition. Seller makes no representation as to the exact size of the Property. Purchaser is advised, if desired, at its sole cost and expense, to obtain a survey of the Property to determine the size and boundaries.
10. **UTILITIES.** Seller makes no representation or warranties regarding the availability or quality of utilities and other services available to the Property. Purchaser is responsible for verifying, obtaining, and paying for all utilities and related connections.
11. **POSSESSION.** Purchaser is entitled to possession on the Closing Date, unless otherwise agreed to in writing between the parties.
12. **BINDING EFFECT/ASSIGNMENT RESTRICTED.** This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns.
 - 12.1.1. Assignment of Interest or Rights: Except for Transfers to Affiliates as outlined herein, Purchaser shall not sell, assign, or otherwise transfer its interest in this Agreement either voluntarily or by operation of law, without the prior written consent of the Port. Any such transfer or assignment, or attempted assignment without such consent, shall be null and void.
 - 12.1.2. Transfers to Affiliate: Purchaser may transfer this Agreement to any entity that Purchaser controls, directly or indirectly, is under common control with, or is controlled by the Purchaser (“Affiliate”) by providing prior written notice to the Port for review and approval by Port staff. Purchaser shall promptly notify Port of any such proposed transfer and take no further action until such time as Port staff complete their review and approval process. Any such review is not required to be taken before

the Port of Columbia County Commission. For the purposes of this Agreement, SHD 1 LLC is considered an Affiliate and is preapproved by Port Staff.

13. **ESCROW DEPOSITS.** Escrow is authorized to hold, apply and/or release the Earnest Money as provided for in this contract.
14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the Sale of the Property and supersedes all prior written or oral agreement or understandings. This Agreement may not be modified or amended except by a written agreement signed and executed by both parties. The parties were represented by legal counsel and/or had the opportunity to be represented by legal counsel and accordingly waive the rule of construction that this Agreement shall be construed against its drafter. This Agreement was negotiated between the parties and is voluntarily executed. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day. "Business day" means a day that both national banks and Title Company are open for business in Portland, Oregon.
15. **NOTICES.** All notices and communications in connection with this Agreement must be given in writing and transmitted by first class mail and/or email to either party at the address provided by each party below. Notices given in accordance with this paragraph are deemed given upon the date of receipt or the date of mailing, with proof of mailing. Either party may, by written notice, designate a different address for purposes of this contract. For email delivery purposes, receipt is only confirmed with a reply by the recipient acknowledging receipt of the message.
16. **ESCROW DEPOSITS.** The Title Company is authorized to hold, apply and/or release the Earnest Money as provided for in this Agreement.
17. **COMMISSIONS.** Neither party will pay a commission for a broker representing the other party in connection with this transaction.
18. **APPLICABLE LAW.** This Agreement is construed, applied, and enforced in accordance with the laws of the State of Oregon. Venue is in Columbia County Circuit Court, St. Helens, Oregon.
19. **WAIVER.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
20. **WAIVER BY PURCHASER.** If Purchaser, with knowledge of (i) a default in any of the covenants, agreements or obligations to be performed by Seller under this Agreement and/or (ii) any breach of or inaccuracy in any representation or warranty of Seller made in this Agreement, nonetheless elects to proceed to Closing, then, upon the consummation of the Closing, Purchaser shall be deemed to have waived any such default and/or breach or inaccuracy and shall have no claim against Seller with respect thereto.

21. **INTENT TO BE BOUND.** This Agreement sets forth the essential terms of the transaction contemplated between the Seller and Purchaser, and all parties hereto intend to be bound by this Agreement.
22. **ATTORNEY FEES.** If either Party incurs attorney fees, costs, or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.
23. **APPLICABLE LAW.** This Agreement is construed, applied, and enforced in accordance with the laws of the State of Oregon. Venue is in Columbia County Circuit Court, St. Helens, Oregon.
24. **SEVERABILITY.** Should any term, provision, or portion of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable, then such provision will continue in effect only to the extent that it remains valid. In the event that any provision of this contract becomes less than fully operative, the remaining portion of that provision and all other provisions of this Agreement will nevertheless remain in full force and effect.
25. **DOCUMENT EXECUTION.** This Agreement may be executed in identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts, have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall be deemed to constitute an original instrument, with the same force and effect as execution and delivery of an original and shall create a valid and binding obligation of the party executing the Agreement.

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 2010.10.13

AGREED AND ACCEPTED BY THE UNDERSIGNED AS OF THE EFFECTIVE DATE:

SELLER:

PORT OF COLUMBIA COUNTY

By: _____

Sean P. Clark

Executive Director

PO Box 190

Columbia City, OR 97018

clark@columbiacounty.org

PURCHASER:

Scappoose Hospitality Group, LLC

By: Angela Rowe

Angela Rowe

Principal

821 NW 11 Ave, 201

Portland, OR 97209

Angela@scappoosehospitalitygroup.com

Exhibit A



Legal description to be added upon opening of escrow with Title Company.