

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Demolition of the Structure )  
Located on County-owned Property Known as )  
Tax Account No. 4313-040-01200 )  
\_\_\_\_\_ )

**ORDER NO. 50 - 2007**

WHEREAS, on October 23, 2003, *nunc pro tunc* October 3, 2003, the Circuit Court of the State of Oregon for the County of Columbia entered of record the Judgment and Decree in *Columbia County v. Lucy Chavira, owner, John Le Shelton, buyer, et al*, Case No. 03-2349; and

WHEREAS, on November 3, 2005, pursuant to that Judgment and Decree, Columbia County, a political subdivision of the state of Oregon, acquired certain foreclosed real property, including a certain parcel of land situated in the City of Scappoose, formerly owned by Lucy Chavira; and

WHEREAS, the property is commonly known as Tax Account No. 4313-040-01200 and is more particularly described as:

Tract 3 in McNaughton's Addition to Scappoose Acre Tracts, Columbia County, Oregon, EXCEPT those portions conveyed to Chapman Community Club, a non-profit corporation, by deeds, recorded August 16, 1926, in Book 42, page 80, recorded March 10, 1969 in Book 172, page 552 and recorded June 16, 1969 in Book 173, page 529, Deed records of Columbia County, Oregon, and EXCEPT that portion conveyed to Donald A. Fisher, et ux by deed recorded January 24, 1967, in Book 164, page 5, Deed Records of Columbia County, Oregon. INCLUDING water agreement with adjoining owner.

and

WHEREAS, this property is located near the former Crown Zellerbach Logging Road and the Board of County Commissioners has determined that the County will retain the property for potential use augmenting the future Crown Zellerbach trail; and

WHEREAS, there is a vacant, dilapidated structure on the property which is a public safety hazard and in danger of causing harm to others; and

WHEREAS, the Scappoose Rural Fire Protection District has agreed to use the structure as a "burn-to-learn" practice upon the issuance of a Demolition Permit by Columbia County and the execution of a Demolition Liability Release Form, a copy of which is attached hereto as Exhibit 1 and by this reference incorporated herein.

**ORDER NO. 50 - 2007**

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. That Land Development Services is hereby directed to issue a Demolition Permit to the Scappoose Rural Fire Protection District for the destruction of this structure by fire.
2. That the Chair of the Board of Commissioners is hereby authorized to execute the Demolition Liability Release Form required by the Scappoose RFPD.

Dated this 4<sup>th</sup> day of April, 2007, at St. Helens, Oregon.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: *John M. Steward*  
Chair

By: *[Signature]*  
Commissioner

By: *not present*  
Commissioner

Approved as to form

By: *John K. [Signature]*  
Office of County Counsel

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EXHIBIT 1

DEMOLITION LIABILITY RELEASE FORM

This agreement is between the Scappoose Rural Fire Protection District, organized under Oregon Revised Statutes, Chapter 478, hereinafter known as Fire District; and COLUMBIA COUNTY, hereinafter known as Grantors.

1. Property. Grantors represent that they are the owners of the property located at:

Address: Chapman Road (next to Chapman Station) Tax account  
4313-040-01200

City/State: Scappoose, OR

And in particular a structure described as:

One (1) Wood Frame Structure,

2. Grantors' Representations. Grantors represent that they have full right and authority to authorize the burning of the above structure, and that there are no underlying security agreements, interests, or competing owners that have any right in or to the property or structure.

3. Demolition. The parties agree that the Fire District may use the above-described structure as a "burn-to-learn" and in that regard, may have access to the property for the purposes of conducting the number and duration of training exercises as the Fire District deems appropriate prior to the demolition of the structure. The described building or buildings are donated for the express purpose of training firefighters and are to be burned to the ground in the course of conducting training exercises. Access to the property shall begin on the 1st day of April 2007, and continue until the 30th day of June 2007.

4. Rubble Removal. Grantor will be responsible for removal of all unburned rubble. This includes removal of ash and foundation. The Grantor will be responsible for filling in any hazardous depressions as a result of this demolition.

5. Liability. Grantors acknowledge that the Fire District will be using water and other fire agents to control and put out training fires, and that this exercise will necessitate the bringing of equipment and personnel onto their property. It is agreed that these building(s) will no longer be insured against loss by fire or other damage, and is also agreed to hold harmless the Fire District for damages sustained by the above described buildings and/or property upon which they are located. Further, the Grantor shall not be held liable for any injuries to personnel, damage to equipment or damages to property of others sustained in connection

with these training exercises, unless specified and agreed upon. Fire District will defend Grantor to the extent of Oregon tort limits for claims arising out of their operations.

The Grantor acknowledges that there is no historical value to said building. Further, Grantor represents that all fire insurance policies in effect on the structure have been terminated prior to this date, and they will provide proof that no liens, mortgages or other financial interest is held by any other person or institution. Proof will be a judicial notice of title, deed, or court award. Property located within the Scappoose city limits will require a Demolition Permit obtained from the City and presented to the Fire District prior to demolition. The property owner assumes full responsibility for the safety of the site after the Fire District formally leaves the site and turns the property back over to the owner. The grantor recognizes risks to exposed trees on owners' property and the Fire District will use their best efforts to protect those risks.

DATED this \_\_\_ day of March 2007

Grantor,

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF OREGON, County of Columbia) ss.

This instrument acknowledged before me on this \_\_\_ day of March 2007.

Notary Public of Oregon: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ACCEPTED:

Authorized Representative  
Fire District

\_\_\_\_\_