

**After recording, return to:**  
Board of County Commissioners  
Columbia County Courthouse  
230 Strand, Room 331  
St. Helens, OR 97051

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Proposed Vacation of     )  
a Portion of Jackson Way Located Near     )  
Scappoose, Oregon     )  
[Brad Weigandt]     )  
\_\_\_\_\_     )

**AMENDED**  
**ORDER NO. 13- 2014**  
(Initiating/Finalizing Vacation Proceedings)

WHEREAS, pursuant to ORS 368.341(1), the Board of Commissioners for Columbia County, Oregon, may initiate proceedings to vacate property under ORS 368.326 to 368.366; and

WHEREAS, Jackson Way is a platted, unconstructed right-of-way in the Columbia Acres No. 1 subdivision in the south Scappoose area; and

WHEREAS, on December 5, 2013, Brad Weigandt, who owns property abutting both sides of the platted right-of-way, filed with the Board a Petition requesting that the Board vacate that portion of Jackson Way from its intersection with Bonneville Drive on the west to the western boundary line of Tax Map ID # 3N2W24-BC-3200 on the east; and

WHEREAS, the Petition is attached hereto, labeled Exhibit 1, and is incorporated herein by this reference; and

WHEREAS, pursuant to ORS 368.351, the proceedings for vacation were initiated by a petition that contains the acknowledged signatures of owners of 100 percent of the land abutting the property proposed to be vacated and acknowledged signatures of 100 percent of the owners of property abutting any public property proposed to be vacated and the Petition indicates the owners' approval of the proposed vacation as confirmed by Lonny Welter, Transportation Planner, in the attachment labeled Exhibit 2, incorporated herein by this reference; and

WHEREAS, because the Petition meets the signature requirements of ORS 368.351, the Board

may make a determination about the vacation without holding a hearing if the county road official, i.e., the Roadmaster, files with the Board a written report that contains his assessment that the vacation is in the public interest; and

WHEREAS, the County Roadmaster, Dave Hill, has filed a report dated March 19, 2014, with the Board indicating that he has determined that the proposed vacation of the portion of Jackson Way would be in the public interest; and

WHEREAS, a copy of the Roadmaster's report is attached hereto, labeled Exhibit 3, and incorporated herein by this reference; and

WHEREAS, the proposed vacation is legally described and conceptually depicted in Exhibit 3; and

WHEREAS, the petition submitted by Brad Weigandt complies with the petition requirements of ORS 368.341(3); and

WHEREAS, the Board finds that the petition, as amended, meets the requirements of ORS 368.341 and contains the acknowledged signatures and owners' approval as required by ORS 368.351; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Vacation of that portion of Jackson Way as more particularly described and shown in Exhibit 3 is in the public interest.
2. The property described on page 3 and depicted on page 4 in Exhibit 3 is hereby vacated, and shall hereby vest in the abutting property owners as provided in ORS 368.366(1)(d) by extension of said owners' abutting property boundaries to the centerline of the vacated platted right-of-way.
3. This vacation is being made with a specific reservation of any existing rights-of-way for utility easements.
4. Pursuant to Order No. 55-2001 and the decision of the Board of County Commissioners, the required fee of \$1,000 for vacations of public rights-of-way was paid by the petitioner; \$500 was deposited directly into the County Road Fund and \$500 into the General Fund, Fees for Services, Road Vacations, Line Item No. 100-00-00-3255, out of which the following costs shall be paid:

SERVICE	FEE	SUBTOTAL
Filing Petition by the Clerk	\$28.50	\$ 28.50
Review for Correct Property Description by County Surveyor [if required]	\$30.00 [per parcel]	\$ 00.00

Hearing (if required)	\$100.00	\$00.00
Recording Final Order by the Clerk	\$46.00 [first page]	\$46.00
	\$5.00 [each additional page x 92 pp.]	\$460.00
Two Certified Copies by the Clerk [one to Assessor, one to Surveyor]	\$3.75 [per copy x 2]	\$ 7.50
	\$00.25 [per page x 93 pp. x 2]	\$23.90
Posting the Approved Road Vacation by County Surveyor	\$100.00 [ per parcel]	\$100.00
	TOTAL EXPENSES	\$ 665.90

5. The \$28.50 filing fee has already been paid to the County Clerk. The Treasurer is hereby authorized to disburse the following amounts from the Fees for Services, Road Vacations account as follows:

To County Clerk	:	\$ 555.90
To County Surveyor	:	\$ 100.00

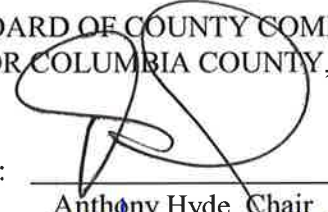
[All of the above costs were paid and funds disbursed under the original Order No. 13-2014.]

6. This Order shall be recorded with the County Clerk without further costs, a copy inserted in the appropriate road jacket, and certified copies shall be filed with the County Surveyor and the County Assessor.

[Amended to replace pages 5 and 6 of Exhibit 3 with corrected covenants.]

DATED this 22nd day of October, 2014.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Anthony Hyde, Chair

By:   
Henry Heimuller, Commissioner

By:   
Earl Fisher, Commissioner

APPROVED AS TO FORM:

By:   
Office of County Counsel

**EXHIBIT 1**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Vacation of Jackson } Way  
Located Near SCAPPOOSE }  
Columbia County, Oregon } **PETITION FOR VACATION**

I/We, BRAD WEIGANDT, [insert name(s) of all petitioners], who  
reside at 3002 NE 7TH AVE PORTLAND OR 97212 [insert  
address], 503-810-8860 [phone] petition the Board of County Commissioners for the  
vacation of the following property:

1. Description of Property Proposed for Vacation [attach additional sheets if necessary]:

a. General Description:

JACKSON WAY OFF OF BONNEVILLE DR  
SCAPPOOSE OR 97056

b. Legal Description:

SEE ATTACHED

2. Description of Your Property Interest [attach additional sheets if necessary]:

a. Type of interest you have in any property affected by the proposed vacation:

I OWN PARCELS ON BOTH SIDES OF  
JACKSON WAY.

b. Legal Description of your property:

SEE ATTACHED

3. Creation of Public Interest.

See Exhibit B, attached. [Attach copies of deeds, plats, orders or other documentation showing creation of public interest in the property or right-of-way proposed for vacation and present ownership of the parcel].

4. Statement of reasons for vacation [attach additional sheets if necessary]:

Q Jackson Way will NEVER BE  
CONSTRUCTED AND I OWN PARCELS ON BOTH SIDES

5. Names and addresses of all persons holding any recorded interest in the property proposed to be vacated [attach additional sheets if necessary]:

SEE ATTACHED

6. Names and address of all persons owning any improvements constructed on property proposed to be vacated [attach additional sheets if necessary]:

SEE ATTACHED

7. Names and addresses of all persons owning any real property abutting the property proposed to be vacated [attach additional sheets if necessary]:

SEE ATTACHED

8. The signature(s), acknowledged before a notary or other person authorized to take acknowledgments of deeds, of at least a) the owners of sixty (60) percent of the land abutting the property proposed to be vacated, or b) sixty (60) percent of the owners of land abutting the property proposed to be vacated, are attached (attach consent forms). [Note: without the acknowledged signatures of owners of 100 percent of any private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, a hearing will be required].

9. If the petition is for the vacation of property that will be redivided in any manner, a subdivision plan or partitioning plan showing the proposed redivision is attached.
10. A true and accurate map of the proposed vacation is attached as Exhibit A.
11. I verify that I have flagged all corners of the area proposed to be vacated and that the flags are reliably and accurately located and are easily visible.
12. The non-refundable vacation fee of \$1,000 is tendered with this petition.
13. Signature and Verification(s):

STATE OF OREGON       )  
                                      ) ss.  
County of Columbia )

Bradley A. Weigandt

I/We BRADLEY A. WEIGANDT, am/are  
the petitioner(s) herein and hereby swear, under penalties of perjury, that the statements  
made in this petition, and the attachments hereto, are true to the best of my/our knowledge.

Bradley A. Weigandt

(Date) 12/5/13

(Petitioner's Name)

\_\_\_\_\_  
(Co-Petitioner's Name [if any])

\_\_\_\_\_  
(Co-Petitioner's Name [if any])

Subscribed and sworn to before me this 5th day of December,  
~~200~~  
2013 AMJ

Roswitha M. Jensen

Notary Public for Oregon  
My Commission Expires:



PETITION FOR VACATION (Rev. Jun 2001)

Page 4

[illegible]

My dear friend and brother in Christ,  
I have just received your letter of the 10th inst.  
and am glad to hear from you.  
I am well and hope this finds you the same.  
I am, dear friend, ever,  
Your affectionate brother,  
A. A. Phelps.

Trans. from July 1<sup>st</sup> 1938 to June 30<sup>th</sup> 1938 have been paid  
Walter M. Foyt any short  
 Approved: September 1938  
R. H. Anderson any  
 Page 4 Robert H. Anderson

[illegible]

STATE OF OREGON } ss.  
COUNTY OF COLUMBIA }

before me appeared A. E. Westhead, Sheriff of the County of Madison, State of Wisconsin, who has been duly sworn and who has examined the foregoing and who certifies that he has no knowledge of the person or persons named therein and that he has no knowledge of the person or persons named therein and that he has no knowledge of the person or persons named therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 10th day of June 1901.

A. E. Westhead, Sheriff.

NUMBER 1  
SECTION 24 T.3N. R.2W.4M

*Certified*

Approved \_\_\_\_\_ September \_\_\_\_<sup>th</sup> 1890  
by N. K. Tvedeen County Judge  
*Jesse McCarty* County Commissioner  
Jesse J. Walker County Commissioner  
Expended \_\_\_\_\_ \$ \_\_\_\_\_  
for \_\_\_\_\_  
to \_\_\_\_\_  
in \_\_\_\_\_  
County \_\_\_\_\_  
State of Oregon.

— ROAD TO BE VACATED \*EXHIBIT A\*

CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): Paul & Judy Knopp
2. Mailing address of abutting property owner(s): 10499 CHAPPEL ROAD NE  
AURORA OR 97002
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description): SEE  
ATTACHED LEGAL

Tax Account No. 7175

Tax Map ID No. 3N2W24-BE-00100

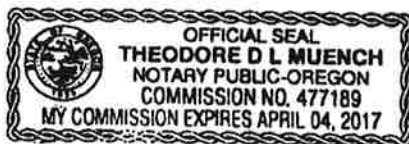
4. Legal description of property proposed for vacation (attach additional sheets if necessary):  
TO BE PREPARED BY  
LICENSED SURVEYOR WHEN STREET  
IS VACATED

5. I/We am/are the owner(s) of the above described property abutting the property proposed to be vacated and consent to the proposed vacation.

[Signature] Date 11/26/13  
(Property Owner's Signature)  
[Signature] Date 11-26-13  
(Co-Property Owner's Signature [if any])

STATE OF OREGON )  
                    Clackamas ) ss.  
County of Columbia )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2013, by  
Paul Knopp and Judy Knopp



Theodore D. Muench  
Notary Public for Oregon  
My Commission Expires: April 04, 2017

ALL PAGES  
B  
EXHIBIT



**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2013

December 5, 2013 10:25:51 am

Account # 7175  
 Map # 3N2W24-BC-00100  
 Code - Tax # 0108-7175  
 Legal Descr COLUMBIA ACRES NO. 2  
 Block - 9 Lot - 1  
 Mailing Name KNOPP PAUL S. & JUDY L.  
 Agent  
 In Care Of  
 Mailing Address 10499 CHAMPOEG RD NE  
 AURORA, OR 97002

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL  
 Deed Reference # 2006-14468  
 Sales Date/Price 11-03-2006 / \$0.00  
 Appraiser

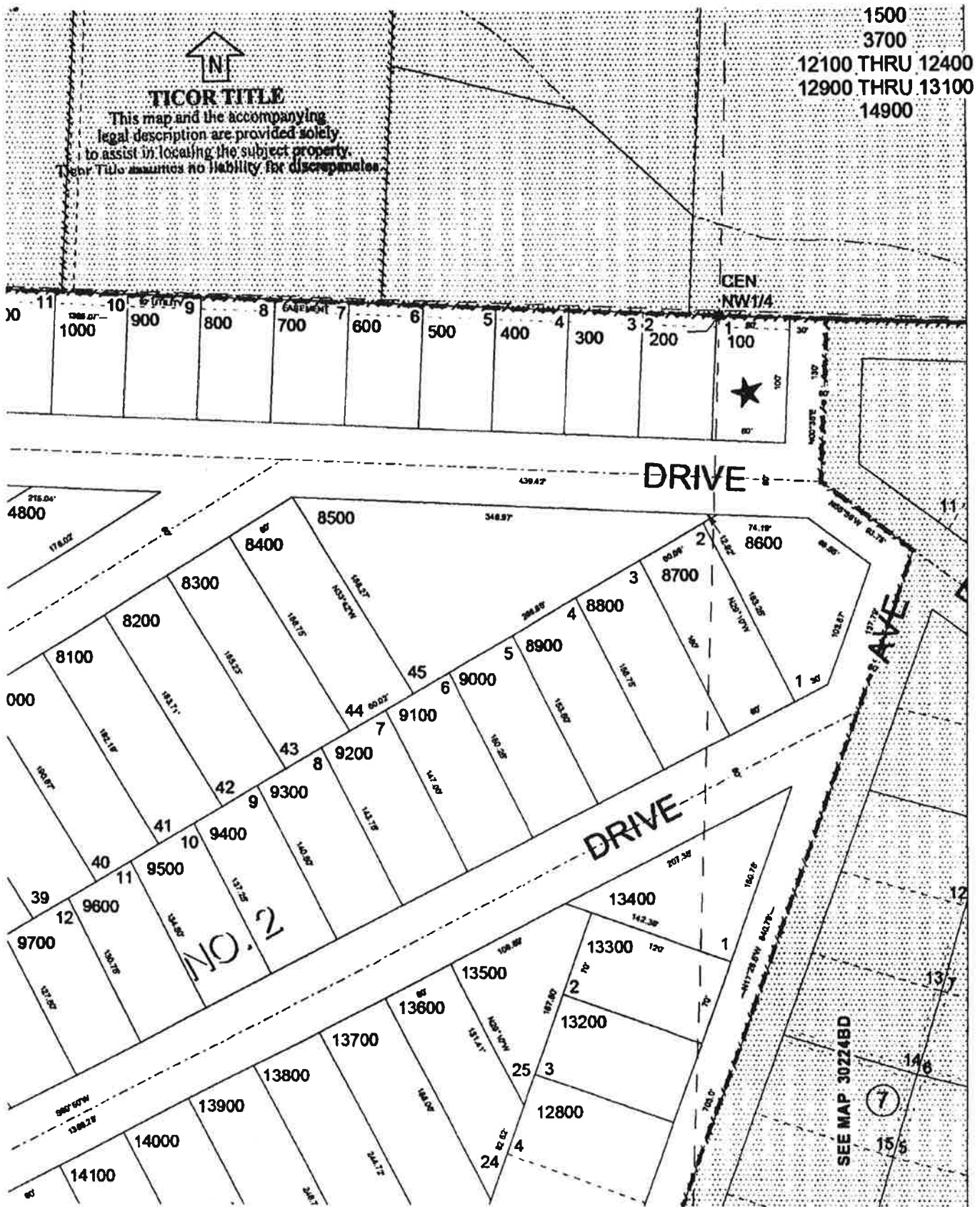
Prop Class 890 MA SA NH Unit  
 RMV Class 890 02 63 000 49264-1

Situs Address(es)		Situs City			
		Value Summary			
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		800		Land	0
Impr.		0		Impr.	0
Code Area Total	550	800	550		0
Grand Total	550	800	550		0

Land Breakdown											Trended RMV
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	
0108	1	F		CO:RR-5	Miscellaneous at Market	100	A	0.14	WS	001	800
Grand Total								0.14			800

Improvement Breakdown											Trended RMV
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #			
Grand Total								0			0

Code		Exemptions/Special Assessments/Potential Liability					
Area	Type						
0108							
SPECIAL ASSESSMENT:							
■	FIRE PATROL	Amount	18.75	Acres	0.14	Year	2013
NOTATION(S):							
■	FIRE PATROL ADDED 2007						



TICOR TITLE

07-57390

07-57390

COLUMBIA COUNTY, OREGON 2006-014468  
DEED-D 11/08/2006 11:44:46 AM  
Cnt=1 Sin=8 HUSERB  
\$20.00 \$11.00 \$10.00 Total:\$41.00



00060979200600144680040040

Elizabeth E. Huser, County Clerk for Columbia County, Oregon  
certify that the instrument identified herein was recorded in the Clerk  
records Elizabeth E. Huser - County Clerk



After Recording Return To:  
Paul S. Knopp  
Judy L. Knopp  
10499 Champoeg Road NE  
Aurora OR 97002

Send Tax Statements To:  
Paul S. Knopp  
Judy L. Knopp  
10499 Champoeg Road NE  
Aurora OR 97002

Title Order No. 07-57390  
Escrow No. 07-57390  
Tax Account No. 01-08-2-3224-  
023-00100, 01-08-2-3224-023-  
00200, 01-08-2-3224-023-00300,  
01-08-2-3224-023-09500, 01-08-2-  
3224-023-09600, 01-08-2-3224-  
023-09700, 01-08-2-3224-023-  
10000, 01-08-2-3224-023-10100,  
01-08-2-3224-023-10200, 01-08-2-  
3224-023-13900, 01-08-2-3224-  
023-14000, 01-08-2-3224-023-  
14100, 01-08-2-3224-023-14400,  
01-08-2-3224-023-14500

### WARRANTY DEED (ORS 93.850)

Scott Sylvester, an estate in fee simple, as to Lots 16 and 16A, Block 13 and Scott Sylvester and Roman V. Novokhatniy, as tenants in common, as to the remainder, Grantor, conveys and warrants to Paul S. Knopp and Judy L. Knopp, as tenants by the entirety, Grantees, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

The true consideration for this conveyance is \$0.00. However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value is part of the whole consideration.

Dated this 3<sup>rd</sup> day of Nov, 2006

Roman V. Novokhatniy

Scott Sylvester

CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): Will & Lisa LOONEY
2. Mailing address of abutting property owner(s): 50815 SW OLD PORTLAND ROAD  
CLATSOP CO OR 97056
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description): SEE ATTACHED  
LEGAL

Tax Account No. 7133

Tax Map ID No. 3N2W24-00-01402

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

TO BE PREPARED BY LICENSED  
SURVEYOR WHEN STREET IS  
VACATED  
JACKSON WAY IS TO BE VACATED. - ALSO ATTACHED

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

[Signature]  
(Property Owner's Signature) Date 11/19/2013

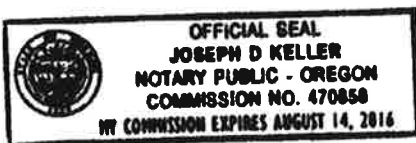
[Signature]  
(Co-Property Owner's Signature (if any)) Date 11/19/13

STATE OF OREGON )

County of Columbia ) ss.

The foregoing instrument was acknowledged before me this 19 day of November, 2013, by  
Will and Lisa Looney

[Signature]  
Notary Public for Oregon  
My Commission Expires: 8/14/16



1-08

PORTLAND & WESTERN RR

1/16 COR

801 5.87 AC.

601 4.00 AC. LOT 1 28.30

CS# B-79

1400 6.68 AC.

CS# L-1034

CS# L-2083

1408 2.65 AC.

1409 2.84 AC.

1403 2.97 AC.

CS# 68

1407 2.48 AC.

CS# L-1034

1/16 COR

803 5.14 AC.

2500 0.37 AC.

2712 2.41 AC.

1-08

SEE MAP

30224BD

30224AC

1-08

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2012

September 10, 2013 3:36:03 pm

Account # 7133  
Map # 3N2W24-00-01402  
Code - Tax # 0108-7133

Tax Status ASSESSABLE  
Acct Status ACTIVE  
Subtype NORMAL

Legal Descr See Record

Mailing Name LOONEY WILL A & LISA D

Deed Reference # See Record

94-01708

Agent

Sales Date/Price See Record

In Care Of

Appraiser ALAN KING

Mailing Address 50815 SW OLD PORTLAND RD  
SCAPPOOSE, OR 97056

Prop Class 401 MA SA NH Unit  
RMV Class 401 02 21 000 6316-1

Situs Address(es)	Situs City
ID# 1 50815 OLD PORTLAND RD SW	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		138,860		Land	0
Impr.		225,280		Impr.	0
Code Area Total	274,730	364,140	274,730		0
Grand Total	274,730	364,140	274,730		0

Land Breakdown											Trended RMV
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	
0108	2	R		CO:RR-5	Market	107.5	A	0.32	1H1	*	4,430
0108	3	R		CO:RR-5	Market	107.5	A	0.32	1H2	*	4,430
0108	4	R		CO:RR-5	Market	107.5	A	1.19	1H4	*	16,770
0108	5	D		CO:RR-5	Market	107.5	A	2.17	1H7	*	30,730
0108	6	F		CO:RR-5	Market	107.5	A	0.03	1H7	*	450
0108	1	R		CO:RR-5	Rural Site	107.5	A	1.00		*	82,060
Grand Total								5.03			138,870

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
0108	1	2000	152	One story with basement	107.5		2,027			200,430
0108	2		100	Outbuildings	107.5		0			24,850
Grand Total							2,027			225,280

Code Area		Exemptions/Special Assessments/Potential Liability						
Type								
0108								
SPECIAL ASSESSMENT:								
■ FIRE PATROL SURCHARGE	Amount	47.50	Acres	0	Year	2012		
■ FIRE PATROL	Amount	18.75	Acres	2.2	Year	2012		
NOTATION(S):								
■ FARM POT'L ADD'L TAX LIABILITY ADDED 1988	Amount	4.03	Tax	787.66	Years	5		
Disq 1988 Suspension, 5.03 ac, 5 yrs, \$1016.18								
2001 pd GB 01-40, 1 ac hs \$228.52								
■ FIRE PATROL ADDED 2007								





6 - 10 - 90

**SUBJECT "A"**

A parcel of land lying in the Thomas Joshua Donation Land Claim No. 66, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon; Beginning at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 24, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon; thence North 1°00'03" East along the West line of the Wesley L. Brown tract as described in Book 126, page 274, said Records of Columbia County, Oregon, a distance of 324.17 feet; thence North 88°13'15" East a distance of 653.67 feet; thence South 1°00'03" West a distance of 353.69 feet to the South line of said Brown tract; thence along said South line North 76°19'13" West a distance of 26.35 feet to an angle corner in said South line; thence North 89°48'21" West a distance of 529.20 feet to the point of beginning.

ALSO a 10 foot wide non-exclusive road easement more particularly described as follows:

Beginning at the Northwest corner of the above described parcel; thence North 88°13'15" East a distance of 240.04 feet; thence North 87°20'12" East a distance of 459.50 feet to the Westerly right of way line of County Road "B"; thence along said Westerly right of way line South 7°54'30" East a distance of 1.12 feet; thence South 18°12'03" East a distance of 9.04 feet; thence leaving said Westerly right of way line South 87°20'12" West a distance of 651.00 feet; thence South 89°13'15" West a distance of 240.04 feet to the East line of said above described parcel; thence North 1°00'03" East a distance of 10.01 feet to the point of beginning.

**ST. HELENS**



CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): ROGER & KATHRYN ANTONICH
2. Mailing address of abutting property owner(s): 33341 BONNEVILLE DR.  
SLAPPOOSE OR 97052
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description):  
SEE ATTACHED LEGAL

Tax Account No. 7322/7323 Tax Map ID No. 3N2W/24 BD 00600/00700

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

TO BE PREPARED BY  
LICENSED SURVEYOR WHEN STREET  
IS VACATED AND THE  
STREET DIVIDED BY ABUTTING PROPERTY OWNERS

5. I/we am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

Roger J. Antonich  
(Property Owner's Signature)

Date

19 Nov 2013

Kathryn A. Antonich  
(Co-Property Owner's Signature [if any])

Date

Nov 1, 2013

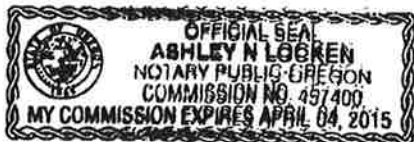
STATE OF OREGON )  
 ) ss.

County of Columbia )

The foregoing instrument was acknowledged before me this 1st day of November, 2013 <sup>ad</sup>  
Roger and Kathryn Antonich

Ashley N. Logren

Notary Public for Oregon  
My Commission Expires:





SEC 3 2 24



COLUMBIA COUNTY  
MAP WAS RECD. FOR ASSISTANT RECORDS CLERK  
Scale: 1" = 100' Current Revision Date: 4/23/73

PART 1  
3 2 24 24

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2012

September 19, 2013 3:32:39 pm

Account # 7322  
 Map # 3N2W24-BD-00600  
 Code - Tax # 0108-7322  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 16

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name ANTONICH ROGER & KATHRYN  
 Agent  
 In Care Of  
 Mailing Address 33341 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

Deed Reference # See Record  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

267/910

Prop Class 401 MA SA NH Unit  
 RMV Class 401 02 63 000 9211-1

Situs Address(s)	Situs City
ID#	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		15,240		Land	0
Impr.		0		Impr.	0
Code Area Total	5,210	15,240	5,210		0
Grand Total	5,210	15,240	5,210		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown				Trended RMV	
						TD%	LS	Size	Land Class		LUC
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.16		*	15,240
Grand Total								0.16			15,240

Improvement Breakdown										Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex% MS	Acct #		RMV
Grand Total								0		0

# 2-11-87

## WARRANTY DEED (Statutory Form)

BOOK 267 PAGE 901

GRANTOR: ALICE JOANN WILLIAMS AND JOHN ARTHUR ROBERTS, as tenants in common

### CONVEYS AND WARRANTS TO

GRANTEE: ROGER J. ANTONICH AND KATHRYN A. ANTONICH, husband and wife

the following described real property free of encumbrances except as specifically set forth herein:

b7c-1  
7-1

Lot 16, Block 8, COLUMBIA ACRES NUMBER 1, according to the Plat thereof recorded in Volume 3 of Plats, page 107, records of Columbia County.

1. Road Maintenance Agreement recorded July 30, 1980 in Book 231, page 885, Deed Records of Columbia County, Oregon.
  2. Regulations, including levies, liens, assessments, rights of way, and easements of Columbia Acres Water Association.
  3. Easement as delineated on the recorded plat for utilities and drains.
  4. Set back provisions as delineated on the recorded plat, being 25 feet from the street property lines.
  5. C C & R's recorded December 4, 1956 in Book 131, page 50, recorded November 2, 1956 in Book L, Page 813, Misc. Records, and recorded March 20, 1979 in Book 223, page 49, Deed Records of Columbia County, OR.
- This instrument will not allow use of the property described in this instrument in violation of applicable local laws and regulations. Before signing or accepting this instrument, the parties acquiring title to the property should check with appropriate city or county planning department to verify approved uses.

The true and actual consideration for this transfer is \$ 2800.00

If grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation affixed.

DATED: January 21, 1987

GRANTOR:

*Alice Joann Williams*  
ALICE JOANN WILLIAMS  
*John Arthur Roberts*  
JOHN ARTHUR ROBERTS

Until a change is requested, all the instruments shall be sent to the following address: 33341 Bonneville Dr., Scappoose, Or. 97056

STATE OF OREGON, County of _____ Date: _____ Personally appeared the above named Alice Joann Williams and John Arthur Roberts, known to me and authorized to sign this instrument to be voluntarily and duly executed. Before me: Notary Public for Oregon My commission expires: _____	STATE OF OREGON, County of _____ Date: _____ Personally appeared _____, who being known to me and authorized to sign this instrument to be voluntarily and duly executed. Before me: Notary Public for Oregon My commission expires: _____
<b>WARRANTY DEED</b> I, _____, do hereby certify that the above named persons are the true and lawful owners of the property described in this instrument and that the same is not subject to any lien or encumbrance of any kind. AFTER RECORDING RETURN TO: Roger J. Antonich 33341 Bonneville Dr. Scappoose, Or. 97056	
0747 I DON'T USE THIS SPACE. RETURN FOR RECORDED LARGE IN GRUN- THER SPHERE WORKS.	
STATE OF OREGON, County of _____ I hereby certify that the above named persons are the true and lawful owners of the property described in this instrument and that the same is not subject to any lien or encumbrance of any kind. Notary Public for Oregon My commission expires: _____	

2-11-87

BOOK 267 PAGE 902

STATE OF OREGON,

County of Walla Walla

FORM NO. 23 - ACKNOWLEDGMENT  
STANDARD LAW FOL. 901. PORTLAND, ORE.

BE IT REMEMBERED, That on this 29th day of JANUARY, 1987,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named John Arthur Roberts

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

M. Lorraine Crawford  
Notary Public for Oregon.  
My Commission expires 12-19-90

STATE OF WASHINGTON,

County of Pierce



On this day personally appeared before me ALICE JOANN WILLIAMS

to me known to be the individual described in and who executed the within and foregoing instrument and  
acknowledged to me that she signed the same as her free and voluntary act and deed for  
the purposes therein mentioned.

Given under my hand and official seal this 2nd day of February 1987

Notary Public in and for the State of Washington, residing at TACOMA

TL-24 1/84

Security Title Insurance Company of Washington - ACKNOWLEDGMENT - ORDINARY

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2012

September 19, 2013 3:32:52 pm

Account # 7323  
 Map # 3N2W24-BD-00700  
 Code - Tax # 0108-7323  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - "17, PT 5,18"

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name ANTONICH ROGER J & KATHRYN A  
 Agent  
 In Care Of  
 Mailing Address 33341 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

Deed Reference # See Record 240/178  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

Prop Class 401 MA SA NH Unit  
 RMV Class 401 02 63 000 9310-1

Situs Address(s)	Situs City
ID# 33341 BONNEVILLE DR	SCAPPOOSE

		Value Summary				
Code Area	AV	RMV	MAV	RMV Exception	CPR %	
0108 Land		66,610		Land	0	
Impr.		180,580		Impr.	0	
Code Area Total	247,190	247,190	248,110		0	
Grand Total	247,190	247,190	248,110		0	

				Land Breakdown						Trended	
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	RMV
0108	1	R		CO-RR-5	Rural Site	107.5	A	0.45		*	66,610
Grand Total								0.45			66,610

		Improvement Breakdown						Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex% MS Acct #	RMV
0108	1	1981	142	One story with basement	107.5	1,200		137,980
0108	2		100	Outbuildings	107.5			34,550
0108	2		300	Farm Bldg	107.5			8,050
Grand Total							1,200	180,580



10-16-81

FORM 10-123-WARRANTY 1980 Substituted in Compliance  
10-24

WARRANTY 0980

BOOK 240 PAGE 178

KNOW ALL MEN BY THESE PRESENTS, That  
R.J.L. ENTERPRISES, INC., an Oregon corporation,  
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by ROGER JOHN ANTONICH  
and KATHRYN A. ANTONICH, husband and wife, hereinafter called  
the grantees, does hereby grant, bargain, sell and convey unto the said grantees and grantees's heirs, successors and  
assigns, that certain real property, with the improvements, hereditaments and appurtenances thereunto belonging or ap-  
pertaining, situated in the County of Columbia and State of Oregon, described as follows, to-wit:

A portion of Lots 5 and 18 and all of Lot 17, Block 8, COLUMBIA ACRES NUMBER 1,  
County of Columbia and State of Oregon, described as follows:

Beginning at the Northwest corner of Lot 5, Block 8, COLUMBIA ACRES NUMBER 1; thence  
Southwesterly along the West line of said Lot 5 and 17 to the Southwest corner of said  
Lot 17; thence Southeasterly along the South line of said Lot 17 and along the South  
line of said Lot 18 to a point which is 62.81 feet Southwesterly of the Southeast  
corner of said Lot 18; thence Northeasterly in a straight line to the Northeast corner  
of said Lot 5, Block 8; thence Northwesterly along the North line of said Lot 5 to the  
point of beginning.

IT WAS HEREBY, CONTAINING RECITATION ON SEVERAL DUES

To Have and to Hold the same unto the said grantees and grantees's heirs, successors and assigns forever.  
And said grantor hereby covenants to and with said grantees and grantees's heirs, successors and assigns, that  
grantee is lawfully seized in fee simple of the above granted premises, free from all encumbrances except  
covenants, assessments, restrictions and reservations of record, and Road Agreement  
recorded July 30, 1980 in Deed Book 231, page 886

and that  
grantee will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims  
and demands of all persons whomsoever, except those claiming under the above described encumbrances.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$63,270.00

In construing this deed and when the context so requires, the singular includes the plural and all grammatical  
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.  
In Witness Whereof, the grantor has executed this instrument this day of October, 1981.

If a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by  
order of its board of directors.

R.J.L. ENTERPRISES, INC.

By: Robert J. Lee, President

STATE OF OREGON,  
County of Columbia

Personally appeared the above named

and acknowledged the foregoing instru-  
ment to be voluntary act and deed.

Before me:  
(OFFICIAL  
SEAL)  
Notary Public for Oregon  
My commission expires

STATE OF OREGON, County of Columbia  
October 16, 1981  
Personally appeared ROBERT J. LEE, who, being duly sworn,  
deposes that he is the President of R.J.L. Enterprises, Inc., a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument, full copy of which is be-  
fore me, was executed by authority of its board of directors and each of  
them acknowledged said instrument to be its voluntary act and deed.

Enterprise, Inc.  
Before me:  
(OFFICIAL  
SEAL)  
Notary Public for Oregon  
My commission expires June 1, 1982

R.J.L. Enterprises, Inc.  
P. O. Box 1112  
Scappoose, OR 97056  
Mr. and Mrs. ROGER JOHN ANTONICH  
Rt. 1, Box 137-5  
Scappoose, OR 97056  
After recording herein to: RUSSELL L. ANTONICH, COY  
ROGER J. & KATHRYN A. ANTONICH  
Rt. 1, Box 137-5  
Scappoose, OR 97056  
If a change is reported all test statements shall be sent to the following address:  
RUSSELL L. ANTONICH, COY  
Rt. 1, Box 137-5  
Scappoose, OR 97056

6456

STATE OF OREGON,

County of Columbia  
I certify that the within instru-  
ment was received for record on the  
day of October, 1981,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book/reel/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as document/two file/  
instrument/microfilm No. \_\_\_\_\_  
Record of Deeds of said county.  
Witness my hand and seal of  
County clerk.

By \_\_\_\_\_ Deputy

ST. HELENS

CONSENT OF ABUTTING PROPERTY OWNER(S)

(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): DONALD + ROSALIE ERICKSON
2. Mailing address of abutting property owner(s): 33369 BANEVILLE PR.  
SLAPPERSE OR 97056
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description):  
SEE ATTACHED LEGAL

Tax Account No. 7329

Tax Map ID No. 3N2W24-BD D1800

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

LEGAL DESCRIPTION TO BE PREPARED BY  
LICENSED SURVEYOR WHEN STREET IS  
VACATED

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

Donald V. Erickson  
(Property Owner's Signature)

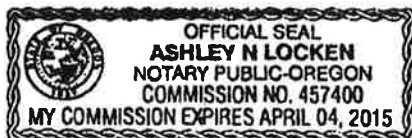
11-1-13  
Date

Rosalie D. Erickson  
(Co-Property Owner's Signature [if any])

11-1-13  
Date

STATE OF OREGON     )  
                                  ) ss.  
County of Columbia)

The foregoing instrument was acknowledged before me this 1st day of November, 2013 at 2008, by  
Donald and Rosalie Erickson

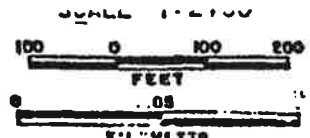
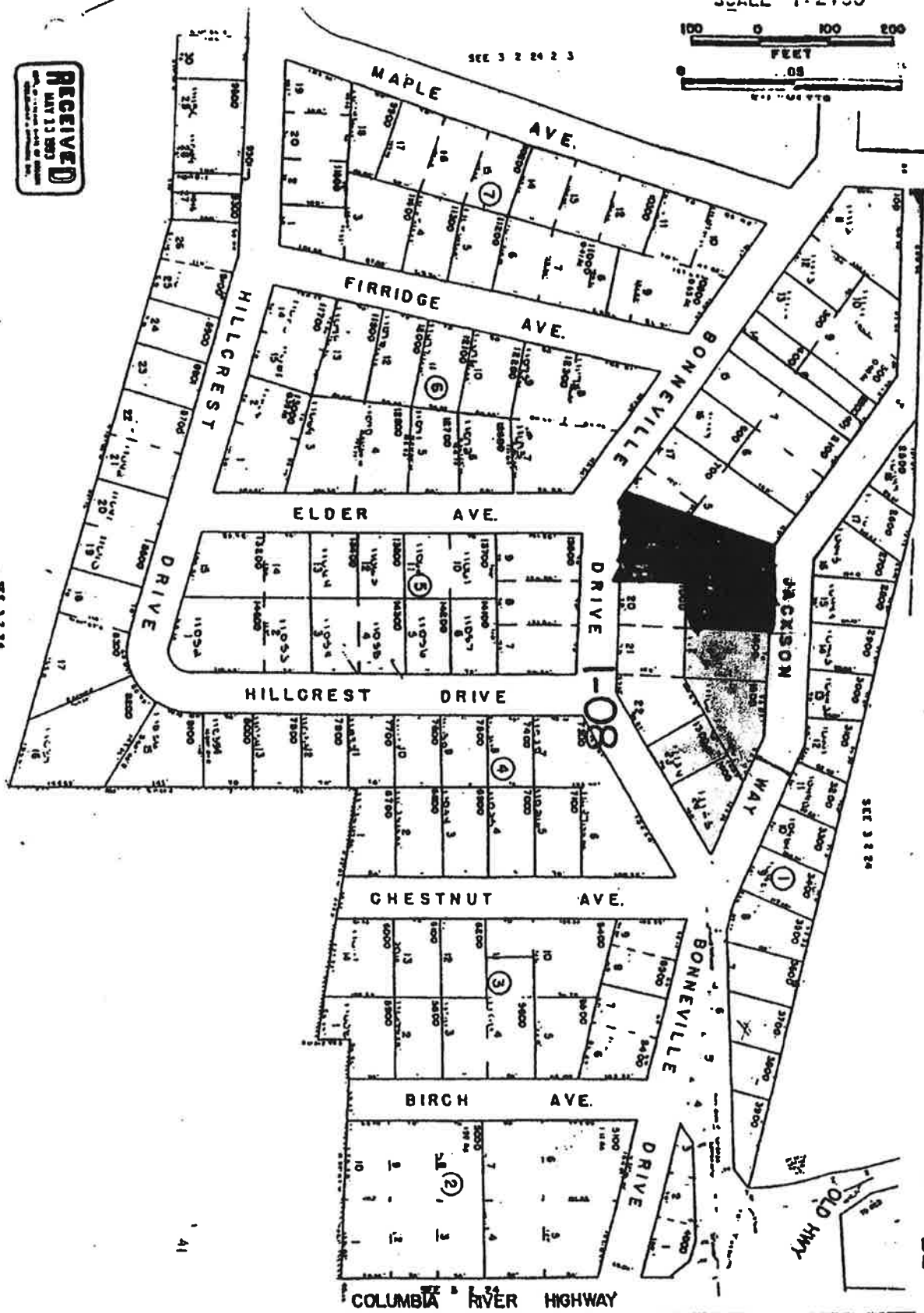


Ashley Schum  
Notary Public for Oregon  
My Commission Expires:





SEC 3 2 24



COLUMBIA COUNTY  
THIS MAP HAS BEEN PREPARED FOR ASSISTANT RECORDERS ONLY  
Scale: 1" = 100' Contour Interval: 4' / 21'70

PART 1  
3 2 24 2 4

3 2 24 2 4

COLUMBIA COUNTY, OREGON 2009-007864  
DEED-D  
Cn=1 Pgs=1 HUSERB 08/17/2009 02:06:19 PM  
\$5.00 \$11.00 \$5.00 \$10.00 Total:\$31.00



00108320200900078640010016

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk  
records.

Elizabeth E. Huser - County Clerk

After recording, return to:

Donald V. and Rosalie D. Erickson, The  
33369 Bonneville Drive  
Scappoose Oregon 97056

SEND TAX STATEMENT TO:  
Same

**STATUTORY BARGAIN AND SALE DEED**  
(Correction Deed)

Donald V. Erickson and Rosalie D. Erickson, husband and wife, and each of them, Grantor, do hereby grant, bargain, sell and convey to Donald V. Erickson and Rosalie D. Erickson, Trustees of the Donald Erickson and Rosalie Erickson Revocable Living Trust UTD May 20, 2009, and their successors in trust, Grantee, and unto Grantee's successor and assigns, all of that certain real property with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the count of Columbia, State of Oregon, described as follows:

Lots 3, 4, 5, 18 and 19, Block 8, COLUMBIA ACRES NUMBER ONE, in the County of Columbia and State of Oregon. EXCEPTING THEREFROM that portion of Lots 5 and 18 conveyed to R.J.L. Enterprises, Inc., an Oregon corporation, by instrument recorded May 8, 1981 in Book 236, page 911, Deed Records of Columbia County, Oregon.

THIS STATUTORY BARGAIN AND SALE DEED (Correction Deed) IS BEING RECORDED TO CORRECT the property legal description in Deed recorded June 12, 2009 as Fee No. 2009-005759.

Subject to all conditions, restrictions, and encumbrances of record.

The true and actual consideration for this transfer is -0-; transfer to grantor trust.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 PERSONAL ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND 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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

DATED this 14 day of August, 2009.

Donald V. Erickson

Rosalie D. Erickson

STATE OF OREGON           )  
County of Columbia       ) ss.

The foregoing instrument was acknowledged before me this 14 day of Aug, 2009, by Donald V. and Rosalie D. Erickson.

Notary Public for Oregon



**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
**FOR ASSESSMENT YEAR 2013**

October 18, 2013 11:21:51 am

Account # 7329  
Map # 3N2W24-BD-01800  
Code - Tax # 0108-7329

Tax Status ASSESSABLE  
Acct Status ACTIVE  
Subtype NORMAL

Legal Descr COLUMBIA ACRES NO. 1  
Block - 8 Lot - 3.4, 19 PT 5, 18

Mailing Name ERICKSON DONALD & ROSALIE REVOCABLE LMI

Deed Reference # 2009-7864

Agent

Sales Date/Price 08-14-2009 / \$0.00

In Care Of ERICKSON DONALD V & ROSALIE D

Appraiser JUDY GETTMAN

Mailing Address 33369 BONNEVILLE DR  
SCAPPOOSE, OR 97056

Prop Class 401 MA SA NH Unit  
RMV Class 401 02 63 000 28163-1

Situs Address(es)	Situs City
ID# 33369 BONNEVILLE DR	SCAPPOOSE

Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		84,810		Land	0
Impr.		214,340		Impr.	0
Code Area Total	299,150	299,150	321,750		0
Grand Total	299,150	299,150	321,750		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0108	1	R		CO:RR-5	Rural Site	101	A	0.66			84,810
Grand Total								0.66			84,810

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
0108	1	1990	144	Two story with basement		101	1,136			193,030
0108	2		300	Farm Bldg		101				21,310
Grand Total										214,340

503-396-2972

CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): JAMES & TENA SARGENT
2. Mailing address of abutting property owner(s): 33313 BONNEVILLE DR.  
SCAPPOOSE OR 97056
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description): SEE ATTACHED  
LEGAL

Tax Account No. 7321

Tax Map ID No. 3N2W24-BD-00401

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

TO BE PREPARED BY LICENSED  
SURVEYOR WHEN STREET IS  
VACATED

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

[Signature]  
(Property Owner's Signature)

12-03-2013  
Date

Tena Sargent  
(Co-Property Owner's Signature [if any])

12-03-13  
Date

STATE OF OREGON )

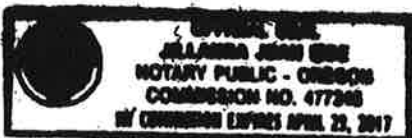
County of Columbia ) ss.

The foregoing instrument was acknowledged before me this 3rd day of December 2013 <sup>JA</sup> ~~2008~~, by

James Sargent and Tena Sargent

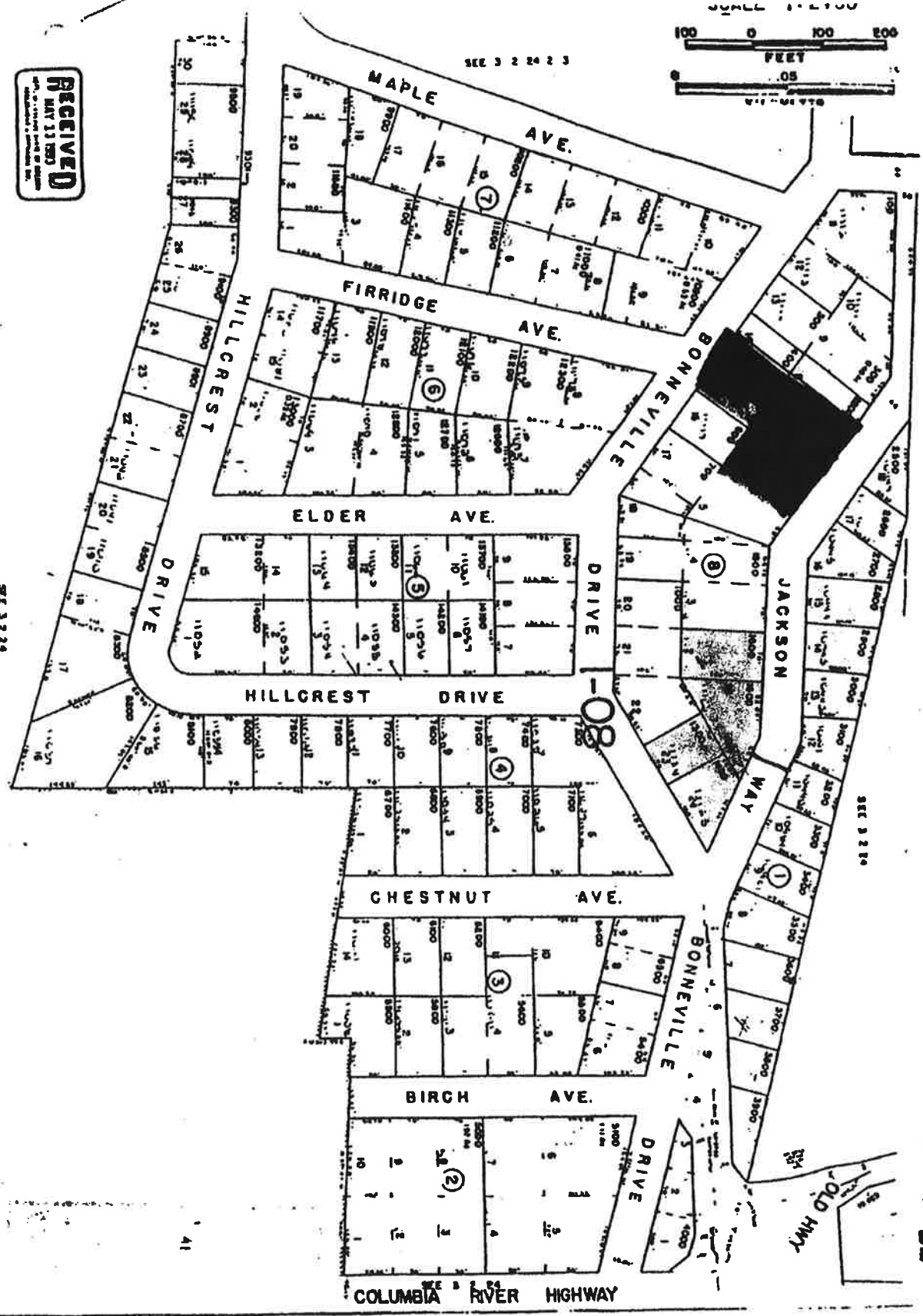
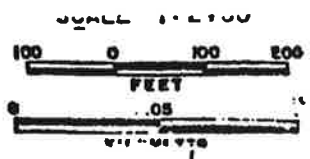
[Signature]  
Notary Public for Oregon

My Commission Expires: April 23, 2017



RECEIVED  
MAY 11 1973  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

SEC 3 2 2 4



COLUMBIA COUNTY  
THIS MAP HAS BEEN PREPARED FOR ASSISTANCE IN REVENUE ONLY  
Scale: 1"=100' Current Revision Date: 2/23/72

PART 1  
3 2 2 4 2 4

3 2 2 4 2 4

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2012

September 10, 2013 3:38:48 pm

Account # 7321  
 Map # 3N2W24-BD-00401  
 Code - Tax # 0108-7321  
 Legal Descr See Record  
 Mailing Name SARGENT JAMES F & TENA G  
 Agent  
 In Care Of  
 Mailing Address 33313 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Deed Reference # See Record 91-1361  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

Prop Class 401 MA SA NH Unit  
 RMV Class 401 02 21 000 9026-1

Situs Address(s) Situs City

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		14,470		Land	0
Impr.		0		Impr.	0
Code Area Total	600	14,470	600		0
Grand Total	600	14,470	600		0

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.18		*	14,470
Grand Total								0.18			14,470

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #			Trended RMV
Grand Total										0	0

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2012

September 19, 2013 3:34:26 pm

Account # 7330  
 Map # 3N2W24-BD-02100  
 Code - Tax # 0108-7330  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - "6,7,15, E 1/2 8,14"

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name SARGENT JAMES F & TENA G  
 Agent  
 In Care Of  
 Mailing Address 33313 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

Deed Reference # See Record  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

91-1361

Prop Class 401 MA SA NH Unit  
 RMV Class 401 02 63 000 10552-1

Situs Address(s)	Situs City
ID# 33313 BONNEVILLE DRIVE	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		70,980		Land	0
Impr.		173,070		Impr.	0
<b>Code Area Total</b>	<b>243,940</b>	<b>244,050</b>	<b>243,940</b>		<b>0</b>
<b>Grand Total</b>	<b>243,940</b>	<b>244,050</b>	<b>243,940</b>		<b>0</b>

Land Breakdown										
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.55		*
<b>Grand Total</b>								<b>0.55</b>		<b>70,980</b>

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended RMV
0108	1	1984	142	One story with basement	107.5	1,476				153,370
0108	2		100	Outbuildings	107.5					19,700
<b>Grand Total</b>						<b>1,476</b>				<b>173,070</b>

FIRST AMERICAN TITLE COMPANY ORDER NO. 91000040

WARRANTY DEED

(Corporation to Individual)

WARRANTY DEED dated March 4, 1991, Star Services, Inc. of Delaware, a Delaware corporation, formerly Star Acquisition Corp., a Corporation under the laws of the State of Delaware, 4700 Nathan Lane, P.O. Box 59140, Minneapolis, Minnesota 55459-0140, for consideration of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee(s), James F. Sargent and Tena G. Sargent, husband and wife, their heirs and assigns, Parties of the Second Part, of Columbia County, 33313 Bonneville Drive, Scappoose, Oregon, the real estate in the County of Columbia, in the State of Oregon, described as follows:

Parcel I: Lots 6, 7, and 15, Block B, COLUMBIA ACRES NUMBER ONE, County of Columbia, and State of Oregon.

Parcel II: \*\*\*

Subject to restrictions, reservations, easements and government regulations of record, and all oil, gas and mineral rights.

This Deed is given in fulfillment of a Contract for Deed and is accepted by the grantees in full settlement of all rights to a conveyance of said premises.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said parties of the second part their heirs and assigns, Forever. And the said Star Services, Inc. of Delaware, party of the first part, for itself and its successors, does covenant with the said parties of the second part, their heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same by Warranty Deed, and that the same are free from all encumbrances, except any liens or encumbrances created or suffered to be created by the acts or defaults of the parties of the second part. And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to encumbrances, if any hereinbefore mentioned, the said party of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Vice President and its Assistant

\*\*\* Parcel II: The East half of Lots 8 and 14, Block B, COLUMBIA ACRES NUMBER, in the County of Columbia and State of Oregon.



Secretary and its corporate seal to be hereunto affixed the day and year first above written.

IN THE PRESENCE OF:

Lona L. McCumber  
Lona L. McCumber  
Donald L. Booth  
Donald L. Booth

Star Services, Inc. of Delaware

James E. Fenske  
James E. Fenske, Vice President  
Eileen Chrysler  
Eileen Chrysler, Assistant Secretary

CORPORATE SEAL

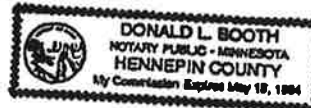
STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN)

On this 4th day of March, 1991, before me, a notary public within and for Hennepin County personally appeared James E. Fenske and Eileen Chrysler, to me personally known, who, being each by me duly sworn each did say that they are respectively the Vice President and the Assistant Secretary of Star Services, Inc. of Delaware, a Delaware corporation, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said James E. Fenske and Eileen Chrysler acknowledged said instrument to be the free act and deed of said corporation.

Donald L. Booth  
Notary Public  
My Commission Expires:

Future Taxes to Grantee's Address

DRAFTED BY: Edward G. Olson, Attorney at Law  
4700 Nathan Lane, P.O. Box 59141  
Minneapolis, Minnesota 55459-0141



STATE OF )  
                                  ) ss.  
COUNTY OF )

I, \_\_\_\_\_ Recorder of said County, do hereby certify that the foregoing instrument of writing was at \_\_\_\_\_ o'clock, \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ presented for registration and same is now duly recorded by me in this office, in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Records of this County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

I hereby certify that the within instrument was received for record and recorded in the County of Columbia, State of Oregon.

1361 '91 MAR 15 AM 34

Instrument # 91-136  
Pages 2

ELIZABETH HUSER, County Clerk  
By: E. Huser -Property  
Receipt # 97637 Fees \$ 40.00

Filed for record this _____ day of _____, 19____ at _____ o'clock _____ M. in Book _____ Page _____	Recorder	By _____	Recording Fee _____	Tax _____	RETURN DOCUMENT TO: Mr. and Mrs. James Sargent 3313 Benneville Drive Scappoose, Oregon 97056
---	----------	----------	---------------------	-----------	---

CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): DUANE & LINDA FRITZ
2. Mailing address of abutting property owner(s): 33297 BONNEVILLE DR.  
SLATKOPF OR 97056
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description):  
SEE ATTACHED LEGAL

Tax Account No. 7319

Tax Map ID No. 3N2W24-BD-00300

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

TO BE PREPARED BY LICENSED  
SURVEYOR WHEN STREET IS  
VACATED

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

[Signature]  
(Property Owner's Signature)

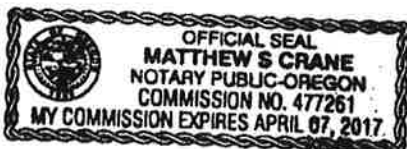
Date 11/15/13

[Signature]  
(Co-Property Owner's Signature (if any))

Date 11-15-13

STATE OF OREGON )  
 ) ss.  
County of Columbia )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, <sup>2013</sup>~~2008~~, by  
Duane & Linda Fritz



[Signature]  
Notary Public for Oregon  
My Commission Expires: April 7, 2017

922835

SEP 3 2 24 2 3

000000 000000

A scale bar with two units. The top bar is labeled "FEET" and has markings at 0, 100, and 200. The bottom bar is labeled "MILES" and has markings at 0 and 1.

COLUMBIA UNIV  
THIS MAP HAS BEEN PREPARED FOR ACADEMIC PURPOSES ONLY  
Survey: 11-100 Current Revision Date: 4/23/93

**PART I**  
**3242.1**

422222

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
**FOR ASSESSMENT YEAR 2012**

September 10, 2013 3:39:15 pm

**Account #** 7319  
**Map #** 3N2W24-BD-00300  
**Code - Tax #** 0108-7319  
**Legal Descr** COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 9, 10 & 13

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Mailing Name** FRITZ DUANE A & LINDA L & LAGOY TAMMY  
**Agent**  
**In Care Of**  
**Mailing Address** 33297 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

**Deed Reference #** 2013-3323  
**Sales Date/Price** 04-08-2013 / \$0.00  
**Appraiser** JUDY GETTMAN

**Prop Class** 401 **MA** **SA** **NH** **Unit**  
**RMV Class** 401 02 63 000 8954-1

Situs Address(es)	Situs City
ID# 33297 BONNEVILLE DR	SCAPPOOSE

Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		77,930		Land	0
Impr.		246,720		Impr.	0
<b>Code Area Total</b>	<b>312,890</b>	<b>324,650</b>	<b>312,890</b>		<b>0</b>
<b>Grand Total</b>	<b>312,890</b>	<b>324,650</b>	<b>312,890</b>		<b>0</b>

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.48			77,930
<b>Grand Total</b>									<b>0.48</b>		<b>77,930</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
0108	1	1983	144	Two story with basement		107.5	2,160		237,490
0108	2		100	Outbuildings		107.5			9,230
<b>Grand Total</b>									<b>246,720</b>

RECORDING REQUESTED BY:  
Fidelity National Title Company of Oregon

COLUMBIA COUNTY, OREGON 2013-003323  
DEED-D  
Cnt=1 Pgs=3 HUSERB 04/16/2013 03:16:22 PM  
\$15.00 \$11.00 \$15.00 \$5.00 \$10.00 = \$56.00



00170010201300033230030032

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk's  
records.

Elizabeth E. Huser - County Clerk

GRANTOR:  
Duane A. Fritz and Linda L. Fritz  
33297 Bonneville Dr.  
Scappoose, OR 97056

GRANTEE:  
Duane A. Fritz and Linda L. Fritz  
and Tammy Lagoy  
33297 Bonneville Dr.  
Scappoose, OR 97056

SEND TAX STATEMENTS TO:  
Duane A. Fritz and Linda L. Fritz  
33297 Bonneville Dr.  
Scappoose, OR 97056

AFTER RECORDING RETURN TO:  
Duane A. Fritz and Linda L. Fritz  
33297 Bonneville Dr.  
Scappoose, OR 97056

Escrow No: 20130073010-FTPOR1000S

33297 Bonneville Dr.  
Scappoose, OR 97056

A.P.N.: 32240 2400 20000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**BARGAIN AND SALE DEED - STATUTORY FORM**  
(INDIVIDUAL or CORPORATION)

Duane A. Fritz and Linda L. Fritz, Grantor, conveys to

Duane A. Fritz and Linda L. Fritz and Tammy Lagoy, with Right of Survivorship, Grantee, the following  
described real property, situated in the County of Columbia, State of Oregon,

SEE LEGAL DESCRIPTION ATTACHED HERETO *see exhibit 'A'*

The true consideration for this conveyance is \$0.00. (See ORS 93.030).

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 856, 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 856, OREGON LAWS 2009, AND SECTIONS 2 TO 7,  
CHAPTER 8, OREGON LAWS 2010.

Dated: April 8, 2013

AFTER RECORDING RETURN TO  
DOCUMENT PROCESSING SOLUTIONS, INC.  
190 W LAMBERT RD  
AREA CA 92821

20130073010-FTPOR1000S  
Deed (Bargain and Sale - Statutory Form)

Duane A. Fritz

Duane A. Fritz

Linda L. Fritz

Linda L. Fritz

State of OREGON  
COUNTY of Columbia Washington ~

This instrument was acknowledged before me on April 9, 2012

by Duane A. Fritz and Linda L. Fritz

Jodi Reilly  
Notary Public - State of Oregon

My commission expires: May 16, 2016



**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF  
Columbia, STATE OF Oregon, AND IS DESCRIBED AS FOLLOWS:

LOTS 9, 10 AND 13, BLOCK 8, COLUMBIA ACRES NUMBER 1, COLUMBIA COUNTY,  
OREGON.

Parcel ID: 32240240030000

Commonly known as 33297 Bonneville Dr. Drive, Scappoose, OR 97056  
However, by showing this address no additional coverage is provided

CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): BENJAMIN + BONNIE SHAW
2. Mailing address of abutting property owner(s): 33281 BONNEVILLE DR.  
SLAPPOOSE OR 97056
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description): SEE ATTACHED  
LEGAL

Tax Account No. 7318

Tax Map ID No. 3N2W24-BD-00100

4. Legal description of property proposed for vacation (attach additional sheets if necessary):

TO BE PREPARED BY LICENSED  
SURVEYOR AT TIME OF VACATE

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

Bonnie S. Shaw 10.27.13  
(Property Owner's Signature) Date  
Benjamin Shaw 10.27.13  
(Co-Property Owner's Signature (if any)) Date

STATE OF OREGON )  
County of Columbia ) ss.

The foregoing instrument was acknowledged before me this 27 day of October 2013, by Bonnie + Benjamin Shaw

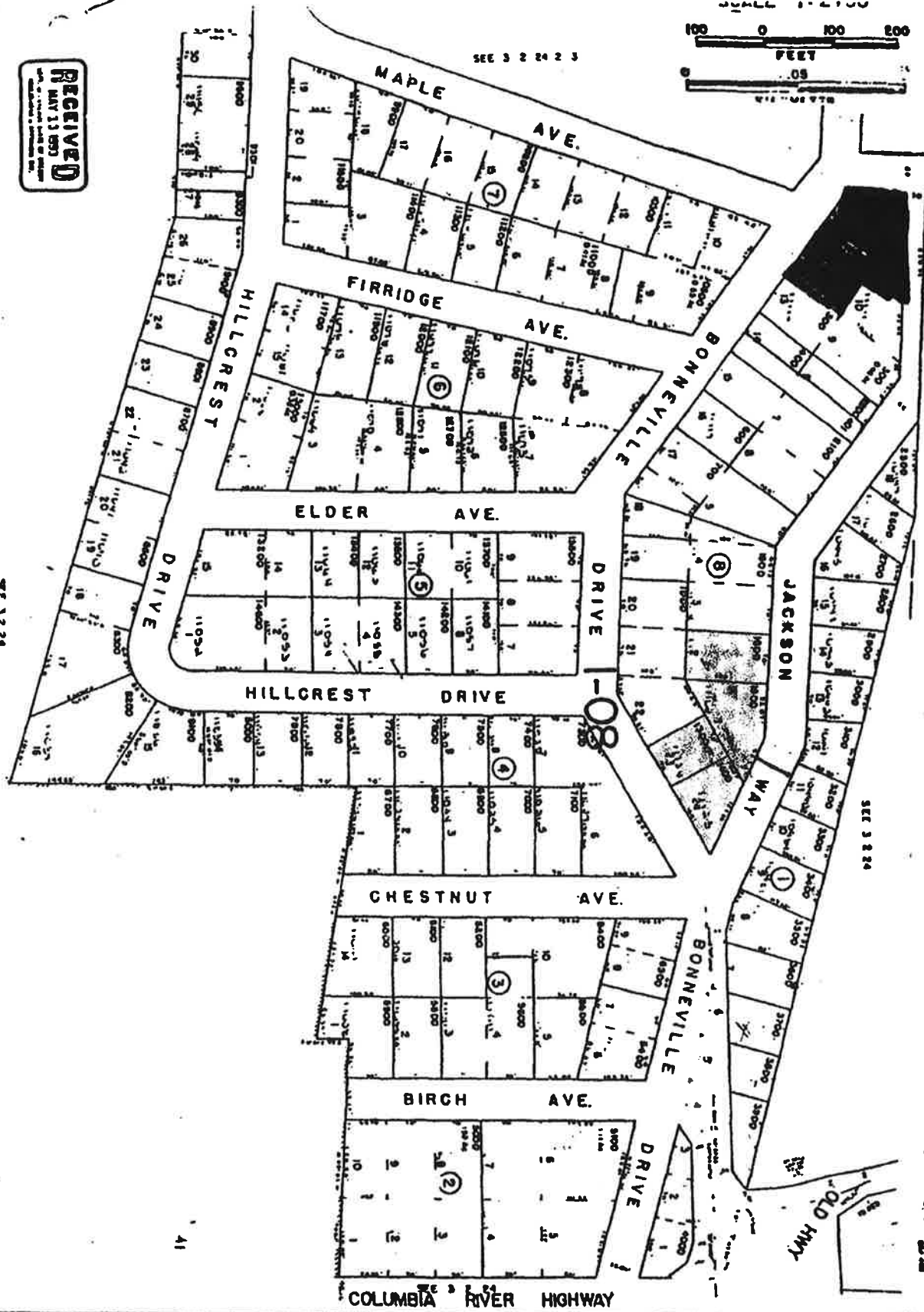
Susan M. Reeves  
Notary Public for Oregon  
My Commission Expires: Sept 26, 2017





RECEIVED  
MAY 13 1973  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

SEE 3 2 24



COLUMBIA VALLEY  
THIS MAP HAS BEEN PREPARED FOR ASSISTANCE OF HOMOSEXUALS ONLY  
Scale: 1" = 100' Corrected Revision Date: 4/13/73

PART 1  
3 2 24 2 4

3 2 24 2 4

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2012

September 19, 2013 3:32:10 pm

Account # 7318  
 Map # 3N2W24-BD-00100  
 Code - Tax # 0108-7318  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - "11,12"

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name SHAW BENJAMIN O & BONNIE L  
 Agent  
 In Care Of  
 Mailing Address 33281 BONNEVILLE DR  
 SCAPPOOSE, OR 97056

Deed Reference # 1999-7945 03-09939  
 Sales Date/Price 05-27-1999 / \$124,000.00  
 Appraiser

Prop Class 401 MA SA NH Unit  
 RMV Class 401 02 63 000 8792-1

Situs Address(es)	Situs City
ID# 33281 BONNEVILLE DR	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		78,790		Land	0
Impr.		278,910		Impr.	0
Code Area Total	306,780	357,700	306,780		0
Grand Total	306,780	357,700	306,780		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.50		*	78,790
Grand Total								0.50			78,790

Improvement Breakdown										Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		RMV
0108	1	2003	144	Two story with basement	107.5	2,284				253,510
0108	2		100	Outbuildings	107.5					25,400
Grand Total										278,910

Recorded By TICOR TITLE

789777

789777

BARGAIN AND SALE DEED - STATUTORY FORM

THIS SPACE RESERVED FOR RECORDERS USE

Grantor: Benjamin O. Shaw

Until a change is requested, all tax statements shall be sent to the following address: Benjamin O. Shaw, Bonnie L. Shaw, 33281 Bonnaville Drive, Scappoose OR 97056

After Recording return to: Benjamin O. Shaw, Bonnie L. Shaw, 33281 Bonnaville Drive, Scappoose OR 97056

Escrow No. 789777 K/JG, Title No. 789777

I hereby certify that this vehicle transfer was received for recording and recorded in the County of Columbia, State of Oregon.

19939 TO JUN 27 P346



ELIZABETH HUSER, County Clerk, By: Huser, Deputy, Page 1, Fee \$26.00

BONNIE L. SHAW WHO TOOK TITLE AS BONNIE L. CARSNER AS TO AN UNDIVIDED ONE-HALF INTEREST and BENJAMIN O. SHAW, AS TO AN UNDIVIDED ONE-HALF INTEREST, Grantor, conveys to BENJAMIN O. SHAW and BONNIE L. SHAW, Grantees, the following described real property situated in Columbia County, Oregon, to wit: as tenants by the entirety.

Lots 11 and 12, Block 8, COLUMBIA ACRES NO. 1, County of Columbia, State of Oregon.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.030.

The true consideration for this conveyance is \$0.00. (Here comply with the requirements of ORS 93.030).

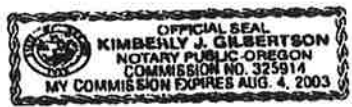
Dated this 23 day of June, 2003.

Signatures of Bonnie L. Shaw and Benjamin O. Shaw

State: OR, County: Columbia

The foregoing instrument was acknowledged before me this 23 day of June, 2003 by: Bonnie L. Shaw and Benjamin O. Shaw

Notary Public signature and My Commission Expires: 8/4/02



CONSENT OF ABUTTING PROPERTY OWNER(S)  
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): BRADLEY A WEIGANDT
2. Mailing address of abutting property owner(s): 3002 NE 7TH AVE  
PORTLAND OR 97212
3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description): SEE ATTACHED  
LEGAL

- Tax Account No. 7320 7334 Tax Map ID No. 3N2W24-BD-00 00400  
7331 7335 02200  
7332 7336 02500-02900  
7333 7327 7328 01500-01600  
0300  
03100
4. Legal description of property proposed for vacation (attach additional sheets if necessary):  
TO BE PREPARED BY  
LICENSED SURVEYOR WHEN  
STREET IS VACATED

5. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

Bradley A. Weigandt 12/5/13  
(Property Owner's Signature) Date

\_\_\_\_\_  
(Co-Property Owner's Signature (if any)) Date

STATE OF OREGON )  
) ss.  
County of Columbia )

The foregoing instrument was acknowledged before me this 5th day of December, 2013, by  
Bradley A. Weigandt

Heidi Cutler  
Notary Public for Oregon  
My Commission Expires: 6-14-2015



# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2013

October 18, 2013 10:56:54 am

Account # 7320  
 Map # 3N2W24-BD-00400  
 Code - Tax # 0108-7320  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 14

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name WEIGANDT BRADLEY A  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Deed Reference # 2001-3504 ✓  
 Sales Date/Price 04-05-2001 / \$100.00  
 Appraiser JUDY GETTMAN

Prop Class 040 MA SA NH Unit  
 RMV Class 040 02 00 000 47954-1

Situs Address(s)		Situs City	
		Value Summary	
Code Area	AV	RMV	MAV
0108 Land		500	Land
Impr.		0	Impr.
Code Area Total	500	500	510
Grand Total	500	500	510

		Land Breakdown										Trended
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC		RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.08		001		500
Grand Total								0.08				500

				Improvement Breakdown								Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS	Acct #			RMV
Grand Total								0				0

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
**FOR ASSESSMENT YEAR 2013**

October 18, 2013 11:00:24 am

**Account #** 7331  
**Map #** 3N2W24-BD-02200  
**Code - Tax #** 0108-7331  
**Legal Descr** COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 8  
**Mailing Name** WEIGANDT BRADLEY A  
**Agent**  
**In Care Of**  
**Mailing Address** 3002 NE 7TH AVE  
 PORTLAND, OR 97212

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Deed Reference #** 2001-3504 ✓  
**Sales Date/Price** 04-05-2001 / \$100.00  
**Appraiser** JUDY GETTMAN

**Prop Class** 040 **MA** **SA** **NH** **Unit**  
**RMV Class** 040 02 00 000 47593-1

**Situs Address(es)** **Situs City**

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		500	Land	0	
Impr.		0	Impr.	0	
<b>Code Area Total</b>	500	500	510	0	
<b>Grand Total</b>	500	500	510	0	

Land Breakdown										
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.10		001
<b>Grand Total</b>								0.10		500

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended RMV
<b>Grand Total</b>								0		0

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2013

October 18, 2013 11:16:29 am

Account # 7332  
 Map # 3N2W24-BD-02500  
 Code - Tax # 0108-7332  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 1 Lot - 18

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name WEIGANDT BRADLEY A  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Deed Reference # 2001-3504 ✓  
 Sales Date/Price 04-05-2001 / \$100.00  
 Appraiser JUDY GETTMAN

Prop Class 040 MA SA NH Unit  
 RMV Class 040 02 00 000 47485-1

Situs Address(s)		Situs City			
Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108		500			
Land Impr.		0		Land Impr.	0
Code Area Total	500	500	510	0	
Grand Total	500	500	510	0	

Land Breakdown										
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.12	001	500
Grand Total								0.12		500

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended RMV
Grand Total								0		0

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2013

October 18, 2013 11:16:41 am

Account # 7333  
 Map # 3N2W24-BD-02600  
 Code - Tax # 0108-7333  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 1 Lot - 17  
 Mailing Name WEIGANDT BRADLEY A  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Deed Reference # See Record 2001-03504  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

Prop Class 040 MA SA NH Unit  
 RMV Class 040 02 00 000 47777-1

Situs Address(s) Situs City

		Value Summary			
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		500		Land	0
Impr.		0		Impr.	0
Code Area Total	500	500	510		0
Grand Total	500	500	510		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.17		001	500
Grand Total								0.17			500

		Improvement Breakdown							Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	RMV
Grand Total								0	0



**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
 FOR ASSESSMENT YEAR 2013

October 18, 2013 11:16:58 am

**Account #** 7334  
**Map #** 3N2W24-BD-02700  
**Code - Tax #** 0108-7334  
**Legal Descr** COLUMBIA ACRES NO. 1  
 Block - 1 Lot - 16  
**Mailing Name** WEIGANDT BRADLEY A  
**Agent**  
**In Care Of**  
**Mailing Address** 3002 NE 7TH AVE  
 PORTLAND, OR 97212

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Deed Reference #** See Record **BAD 01-03541**  
**Sales Date/Price** See Record  
**Appraiser** JUDY GETTMAN

**Prop Class** 040 **MA** **SA** **NH** **Unit**  
**RMV Class** 040 02 00 000 47317-1

**Situs Address(s)** **Situs City**

		Value Summary				
Code Area		AV	RMV	MAV	RMV Exception	CPR %
0108	Land		500		Land	0
	Impr.		0		Impr.	0
<b>Code Area Total</b>		500	500	510		0
<b>Grand Total</b>		500	500	510		0

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.17		001	500
<b>Grand Total</b>								0.17			500

Code Area	Yr Built	Stat Class	Improvement Breakdown			Total	Trended	
ID#			Description	TD%	Sq. Ft.	Ex%	MS Acct #	RMV
Grand Total					0			0

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2013

October 18, 2013 11:23:41 am

Account # 7335  
 Map # 3N2W24-8D-02800  
 Code - Tax # 0108-7335  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 1 Lot - 15  
 Mailing Name WEIGANDT BRADLEY A  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Deed Reference # See Record 01-03504  
 Sales Date/Price See Record  
 Appraiser JUDY GETTMAN

Prop Class 040 MA SA NH Unit  
 RMV Class 040 02 00 000 47581-1

Situs Address(s) Situs City

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		500		Land	0
Impr.		0		Impr.	0
Code Area Total	500	500	510		0
Grand Total	500	500	510		0

Land Breakdown										
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.19		001
Grand Total								0.19		500

					Grand Total		0.19		500	
Code Area	Yr Built	Stat Class	Description		Improvement Breakdown		TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					Grand Total		0		0	

**COLUMBIA County Assessor's Summary Report**  
**Real Property Assessment Report**  
**FOR ASSESSMENT YEAR 2013**

October 18, 2013 11:17:19 am

**Account #** 7336  
**Map #** 3N2W24-BD-02900  
**Code - Tax #** 0108-7336  
**Legal Descr** COLUMBIA ACRES NO. 1  
 Block - 1 Lot - 14  
**Mailing Name** WEIGANDT BRADLEY A  
**Agent**  
**In Care Of**  
**Mailing Address** 3002 NE 7TH AVE  
 PORTLAND, OR 97212

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Deed Reference #** See Record  
**Sales Date/Price** See Record  
**Appraiser** JUDY GETTMAN

2001-03504

**Prop Class** 040 **MA** **SA** **NH** **Unit**  
**RMV Class** 040 02 00 000 49350-1

**Situs Address(s)** **Situs City**

		Value Summary			
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		500		Land	0
Impr.		0		Impr.	0
<b>Code Area Total</b>	500	500	510		0
<b>Grand Total</b>	500	500	510		0

Land Breakdown											Trended
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.17		001	500
<b>Grand Total</b>								0.17			500

Improvement Breakdown											Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #			RMV
<b>Grand Total</b>								0			0

After recording return to:  
WAYNE WEIGANDT  
365 S HWY 30  
ST HELENE, OR 97051

TITLE ORDER NO: 07-25481  
KEY ESCROW NO: 07-25481

Until a change is requested tax statements  
shall be sent to the following address:  
SAME AS ABOVE

WARRANTY DEED -- STATUTORY FORM  
(INDIVIDUAL or CORPORATION)

JEANNE WIGGANS, trustee/s of SEAWRIGHT LOVING TRUST DATED 3/15/90 \* Grantor,  
AND AS AN INDIVIDUAL  
conveys and warrants to:

WAYNE WEIGANDT, Grantee,

the following described real property free of encumbrances except as  
specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

SUBJECT TO:

1. Regulations, including levies, liens, assessments, rights of way, and  
easements of Columbia Acres Water Association.

2. An easement created by instrument, including the terms and provisions  
thereof,

Dated: December 4, 1916  
Recorded: December 23, 1916  
Book/Page: 24/179  
In favor of: The Pacific Telephone and Telegraph  
For: right of way for poles and wires  
Affects: exact location not disclosed

3. Covenants and restrictions, but omitting any covenant or restriction  
based on race, color, religion, sex, handicap, familial status or  
national origin unless and only to the extent that said covenant (a) is exempt  
under Chapter 42, Section 3607 of the United States Code or (b) relates to  
handicap but does not discriminate against handicapped persons,  
imposed by instrument, including the terms and provisions thereof,

Recorded: November 3, 1956  
Book/Page: L/613

4. Easement as delineated or dedicated on the recorded plat,  
For: Drains and Utilities  
Affects: Easterly 5 feet of Lot 21, and Westerly 5 feet of Lot 22

5. Set back provisions as dedicated on the recorded plat, being 25 feet  
from the street property line, of Columbia Acres No. 1.

6. Easement for ingress and egress above and below the surface of the land  
as created or implied by reservation of mineral rights in deed,

Dated: March 3, 1960  
Recorded: March 30, 1960  
Book/Page: 141/913  
From: American Homes Company  
To: Waldon G. McKinney and Irene Josephine McKinney  
The mineral interest reserved or excepted above has not been followed out  
and subsequent transactions affecting said interest or taxes levied against  
same are not reflected in this title evidence.  
\*\*\*AFFECTS LOT 10, BLOCK 16\*\*\*

7. Easement for ingress and egress above and below the surface of the land  
as created or implied by reservation of mineral rights in deed,

Dated: December 11, 1964  
Recorded: February 1, 1965  
Book/Page: 157/343  
From: American Homes Company  
To: Etta R. McDermott  
The mineral interest reserved or excepted above has not been followed out  
and subsequent transactions affecting said interest or taxes levied against  
same are not reflected in this title evidence.  
\*\*\*AFFECTS LOT 9, BLOCK 16\*\*\*

8. Easement for ingress and egress above and below the surface of the land as created or implied by reservation of mineral rights in deed,

Dated: January 17, 1966  
Recorded: June 28, 1966  
Book/Page: 162/88  
From: American Homes Company  
To: Glenda L. Beach and Barbara M. Beach

The mineral interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

\*\*\*AFFECTS LOT 18, BLOCK 1 AND LOTS 8 AND 14, BLOCK 8\*\*\*

9. Easement for ingress and egress above and below the surface of the land as created or implied by reservation of mineral rights in deed,

Dated: November 5, 1969  
Recorded: November 7, 1969  
Book/Page: 175/435  
From: Columbia County  
To: Earl M. Seawright and Jeanne M. Seawright

The mineral interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

\*\*\*AFFECTS LOT 10, BLOCK 16\*\*\*

10. Covenants and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, imposed by instrument, including the terms and provisions thereof,

Recorded: March 30, 1979  
Book/Page: 223/49

11. Road Agreement, including the terms and provisions thereof,

Recorded: July 30, 1980  
Book/Page: 231/885

12. The By-Laws, including the terms and provisions thereof, Columbia Acres Water Assn.

Recorded: May 3, 1984  
Book/Page: 25/321, Miscellaneous Records

Tax Account No: Map No:

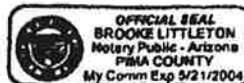
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING THE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$100.00. However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was part of the/the whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 2nd day of April, 2001.

GRANTOR(S):



Jeanne M. Wiggins, Trustee Jeanne M. Wiggins  
JEANNE WIGGANS, TRUSTEE JEANNE WIGGANS, INDIVIDUAL

ARIZONA  
STATE OF Arizona, County of Pima ) ss.

This instrument was acknowledged before me on 4-2-2001, 2001,  
by Jeanne Wiggins, Individually and as Trustee

Brooke Littleton  
NOTARY PUBLIC FOR ARIZONA MY COMMISSION EXPIRES: 5-21-2004

EXHIBIT "A"

PARCEL 1: Lots 14, 15, 16, 17 and 18, Block 1, COLUMBIA ACRES NO. 1, Columbia County, Oregon. EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its Department of Transportation, Highway Division by deed recorded September 16, 1988 as Fee Number 88-4803, Records of Columbia County, Oregon.

PARCEL 2: The West half of Lots 9 and 14, Block 8, COLUMBIA ACRE NO. 1, Columbia County, Oregon.

PARCEL 3: Lots 9 and 10, Block 16, COLUMBIA ACRES NO. 3, Columbia County, Oregon.

I hereby certify that the within instrument was recorded for record and recorded in the County of Columbia, State of Oregon.

O 3504 01 APR -5 P3:39



ELIZABETH MURPHY, County Clerk  
By: *[Signature]*  
Recorded 20133 of Pages - 3  
Fees \$ 36.00

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2013

October 18, 2013 11:15:28 am

Account # 7327  
 Map # 3N2W24-BD-01500  
 Code - Tax # 0108-7327  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 1

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name WEIGANDT BRAD  
 Agent  
 In Care Of  
 Mailing Address 3002 N E 7TH AVE  
 PORTLAND, OR 97212

Deed Reference # 2002-13310 (SOURCE ID: F02 13310)  
 Sales Date/Price 10-16-2002 / \$100,000.00  
 Appraiser MIKE SIMPSON

Prop Class 400 MA SA NH Unit  
 RMV Class 400 02 63 000 10044-1

Situs Address(s)	Situs City
ID#	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		9,800		Land	0
Impr.		0		Impr.	0
Code Area Total	8,300	9,800	8,300		0
Grand Total	8,300	9,800	8,300		0

Land Breakdown											Trended RMV
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	
0108	1	R		CO:RR-5	Rural Site	101	A	0.21		*	9,800
Grand Total									0.21		9,800

Improvement Breakdown											Trended RMV
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS	Acct #		
Grand Total										0	0

Comments: 2012 - It was discovered that the 2011 Trend was not applied to unimproved properties (400) in the MA 2 Area. The RMV of properties effected by this error have been corrected. IF the RMV fell below the MAV a Roll Correction was created. IF the RMV did not effect the AV, the RMV was corrected for 2012. ms

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2013

October 18, 2013 11:15:38 am

Account # 7328  
 Map # 3N2W24-BD-01600  
 Code - Tax # 0108-7328  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 2

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Mailing Name WEIGANDT BRAD  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Deed Reference # 2002-13310 (SOURCE ID: F02 13310)  
 Sales Date/Price 10-16-2002 / \$100,000.00  
 Appraiser MIKE SIMPSON

Prop Class 400 MA SA NH Unit  
 RMV Class 400 02 63 000 10116-1

Situs Address(s)		Situs City			
		Value Summary			
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		29,290		Land	0
Impr.		0		Impr.	0
Code Area Total	6,300	29,290	6,300		0
Grand Total	6,300	29,290	6,300		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	Land Breakdown				Trended RMV	
						TD%	LS	Size	Land Class		LUC
0108	1	R		CO:RR-5	Rural Site	101	A	0.19		*	29,290
Grand Total								0.19			29,290

Improvement Breakdown										Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS	Acct #	RMV
Grand Total										0

Comments: 2012 - It was discovered that the 2011 Trend was not applied to unimproved properties (400) in the MA 2 Area. The RMV of properties effected by this error have been corrected. IF the RMV fell below the MAV a Roll Correction was created. IF the RMV did not effect the AV, the RMV was corrected for 2012. ms



After Recording Return To:  
Key Title Company  
52131 Columbia River Highway  
Scappoose OR 97056

Send Tax Statements To:  
Brad Weigandt  
50624 Hillcrest  
Scappoose OR 97056



Title Order No. 07-36951  
Escrow No. 07-36951

Tax Account No. 01-08-2-3224-  
024-01300, 01-08-2-3224-024-  
01400, 01-08-2-3224-024-01500,  
01-08-2-3224-024-01600

**WARRANTY DEED**  
(ORS 93.850)

Marc L. Adams and Cynthia J. Adams, as tenants by the entirety, Grantor, conveys and warrants to Brad Weigandt, an estate in fee simple, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$100,000.00.

Dated this 16 day of 10

Marc L. Adams  
Marc L. Adams

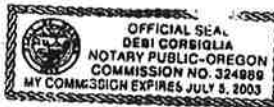
Cynthia J. Adams  
Cynthia J. Adams

State of OR, County of Columbia )ss.

This instrument was acknowledged before me on 10/16, 2002  
by Marc L. Adams and Cynthia J. Adams

Debi Corsiglia  
Notary Public

My commission expires: 7/5/2003



I hereby certify that the within instrument was duly recorded and indexed in the County of Columbia, State of Oregon.

13310 '02 OCT 16 P3:41



ELIZABETH RUGER, County Clerk  
By: [Signature] Deputy  
Receipt # 3766 of Pages 4  
Fees \$ 4.00

**EXHIBIT 'A'**Legal Description:

Lots 1, 2, 23 and 24, Block 8, COLUMBIA ACRES NUMBER 1, Columbia County, Oregon.

Subject to:

Taxes for the fiscal year 2002-03, a lien in an amount to be determined, but not yet payable.

The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

Easement as delineated or dedicated on the recorded plat.

For: Utilities, Drain, etc

Affects: see plat for locations

Set back provisions as delineated on the recorded plat, being 25 feet from the see plat for locations lot line.

Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of COLUMBIA ACRES WATER ASSOCIATION. (There are no unpaid levies, liens or assessments as of the date herein.)

The by-laws, including the terms and provisions thereof, of Columbia Acres Water Association

Recorded: May 3, 1984

Book: 25 Page: 321

in Columbia County, Oregon.

Covenants, conditions and restrictions, but omitting covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States code or (B) relates to handicap but does not discriminate against handicapped persons, imposed by instrument, including the terms and provisions thereof.

Recorded: November 2, 1956

Book: L Page: 613

in Columbia County, Oregon.

Mineral Reservation, including the terms and provisions thereof.

Recorded: March 4, 1896

Book: Q Page: 304

Records of Columbia County, Oregon.

An Easement created by instrument, including the terms and provisions thereof.

In favor of: The Pacific Telephone and Telegraph

For: right of way for poles and wires

Dated: December 4, 1916

Recorded: December 23, 1916

Book: 24 Page: 179

in Columbia County, Oregon.

Affects: exact location not disclosed

An Easement created by instrument, including the terms and provisions thereof.

In favor of: United States of America

For: electric power transmission line

Dated: October 11, 1940

Recorded: October 22, 1940

Book: 67 Page: 86

in Columbia County, Oregon.

Affects: Lot 23

# COLUMBIA County Assessor's Summary Report

## Real Property Assessment Report

### FOR ASSESSMENT YEAR 2013

October 18, 2013 11:15:38 am

Account # 7328  
 Map # 3N2W24-BD-01600  
 Code - Tax # 0108-7328  
 Legal Descr COLUMBIA ACRES NO. 1  
 Block - 8 Lot - 2  
 Mailing Name WEIGANDT BRAD  
 Agent  
 In Care Of  
 Mailing Address 3002 NE 7TH AVE  
 PORTLAND, OR 97212

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Deed Reference # 2002-13310 (SOURCE ID: F02 13310)  
 Sales Date/Price 10-16-2002 / \$100,000.00  
 Appraiser MIKE SIMPSON

Prop Class 400 MA SA NM Unit  
 RMV Class 400 02 63 000 10116-1

Stus Address(s) Stus City

		Value Summary			
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		29,290		Land	0
Impr.		0		Impr.	0
Code Area Total	6,300	29,290	6,300		0
Grand Total	6,300	29,290	6,300		0

						Land Breakdown					Trended
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	RMV
0108	1	R		CO:RR-5	Rural Site	101	A	0.19		*	29,290
Grand Total								0.19			29,290

Improvement Breakdown										Trended
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS	Acct #	RMV
Grand Total								0		0

Comments: 2012 - It was discovered that the 2011 Trend was not applied to unimproved properties (400) in the MA 2 Area. The RMV of properties effected by this error have been corrected. IF the RMV fell below the MAV a Roll Correction was created. IF the RMV did not effect the AV, the RMV was corrected for 2012. ms

After Recording Return To:  
Key Title Company  
52131 Columbia River Highway  
Scappoose OR 97056

Send Tax Statements To:  
Brad Weigandt  
50624 Hillcrest  
Scappoose OR 97056



Title Order No. 07-36951  
Escrow No. 07-36951

Tax Account No. 01-08-2-3224-  
024-01300, 01-08-2-3224-024-  
01400, 01-08-2-3224-024-01500,  
01-08-2-3224-024-01600

**WARRANTY DEED**  
(ORS 93.850)

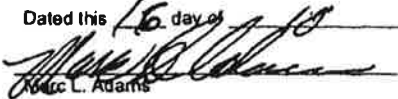

Marc L. Adams and Cynthia J. Adams, as tenants by the entirety, Grantor, conveys and warrants to Brad Weigandt, an estate in fee simple, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

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THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

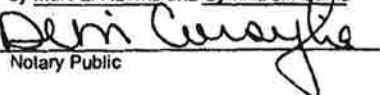
The true consideration for this conveyance is \$100,000.00.

Dated this 16 day of

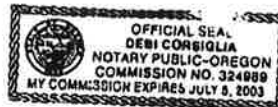
   
Marc L. Adams Cynthia J. Adams

State of OR, County of Columbia )ss.

This instrument was acknowledged before me on 10/16, 2002  
by Marc L. Adams and Cynthia J. Adams

  
Notary Public

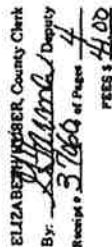
My commission expires: 7/15/2003



I hereby certify that the within instrument was received for record and recorded in the County of Columbia, State of Oregon.

13310 '02 OCT 16 P3:41



ELIZABETH ROBER, County Clerk  
By:   
Receipt # 37084 of Pages 4  
FEES \$ 4.00

Page 1

**EXHIBIT 'A'**Legal Description:

Lots 1, 2, 23 and 24, Block 8, COLUMBIA ACRES NUMBER 1, Columbia County, Oregon.

Subject to:

Taxes for the fiscal year 2002-03, a lien in an amount to be determined, but not yet payable.

The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

Easement as delineated or dedicated on the recorded plat.

For: Utilities, Drain, etc

Affects: see plat for locations

Set back provisions as delineated on the recorded plat, being 25 feet from the see plat for locations lot line.

Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of COLUMBIA ACRES WATER ASSOCIATION. (There are no unpaid levies, liens or assessments as of the date herein.)

The by-laws, including the terms and provisions thereof, of Columbia Acres Water Association

Recorded: May 3, 1984

Book: 25 Page: 321

in Columbia County, Oregon.

Covenants, conditions and restrictions, but omitting covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3807 of the United States code or (B) relates to handicap but does not discriminate against handicapped persons, imposed by instrument, including the terms and provisions thereof.

Recorded: November 2, 1956

Book: L Page: 613

in Columbia County, Oregon.

Mineral Reservation, including the terms and provisions thereof.

Recorded: March 4, 1896

Book: Q Page: 304

Records of Columbia County, Oregon.

An Easement created by instrument, including the terms and provisions thereof,

In favor of: The Pacific Telephone and Telegraph

For: right of way for poles and wires

Dated: December 4, 1916

Recorded: December 23, 1916

Book: 24 Page: 179

in Columbia County, Oregon.

Affects: exact location not disclosed

An Easement created by instrument, including the terms and provisions thereof,

In favor of: United States of America

For: electric power transmission line

Dated: October 11, 1940

Recorded: October 22, 1940

Book: 67 Page: 86

in Columbia County, Oregon.

Affects: Lot 23

Title No. 07-36951      Escrow No. 07-36951  
Mineral Reservation, including the terms and provisions thereof.  
Recorded:              April 4, 1958  
Book:                  135      Page: 609  
Records of Columbia County, Oregon.

Easement for ingress and egress above and below the surface of the land as implied by reservation of mineral rights in Deed,  
From:                  American Homes  
To:                      Ray Vanderhaiden et al  
Dated:                  March 31, 1958  
Recorded:              April 4, 1958  
Book:                  135      Page: 609  
in Columbia County, Oregon.  
Affects:                Lot 23

Mineral Reservation, including the terms and provisions thereof.  
Recorded:              July 12, 1960  
Book:                  142      Page: 807  
Records of Columbia County, Oregon.  
Affects:                Lots 1 and 2

Easement for ingress and egress above and below the surface of the land as implied by reservation of mineral rights in Deed,  
From:                  American Homes Company  
To:                      Arlie A. Wright and Rose L. Wright  
Dated:                  July 6, 1960  
Recorded:              July 12, 1960  
Book:                  142      Page: 807  
in Columbia County, Oregon.  
Affects:                Lots 1 & 2

Mineral Reservation, including the terms and provisions thereof.  
Recorded:              January 4, 1962  
Book:                  147      Page: 825  
Records of Columbia County, Oregon.  
Affects:                Lot 24

Easement for ingress and egress above and below the surface of the land as implied by reservation of mineral rights in Deed,  
From:                  American Homes  
To:                      Milo O. Gibson and Imogene Gibson  
Dated:                  March 3, 1960  
Recorded:              January 4, 1962  
Book:                  147      Page: 825  
in Columbia County, Oregon.  
Affects:                Lot 24

Mineral Reservation, including the terms and provisions thereof.  
Recorded:              December 28, 1967  
Book:                  167      Page: 704  
Records of Columbia County, Oregon.  
Affects:                Lot 23

Easement for ingress and egress above and below the surface of the land as implied by reservation of mineral rights in Deed,  
From:                  Columbia County  
To:                      Walter Mollenhour et al  
Dated:                  December 27, 1967  
Recorded:              December 28, 1967  
Book:                  167      Page: 704  
in Columbia County, Oregon.  
Affects:                Lot 23

Title No. 07-36951      Escrow No. 07-36951

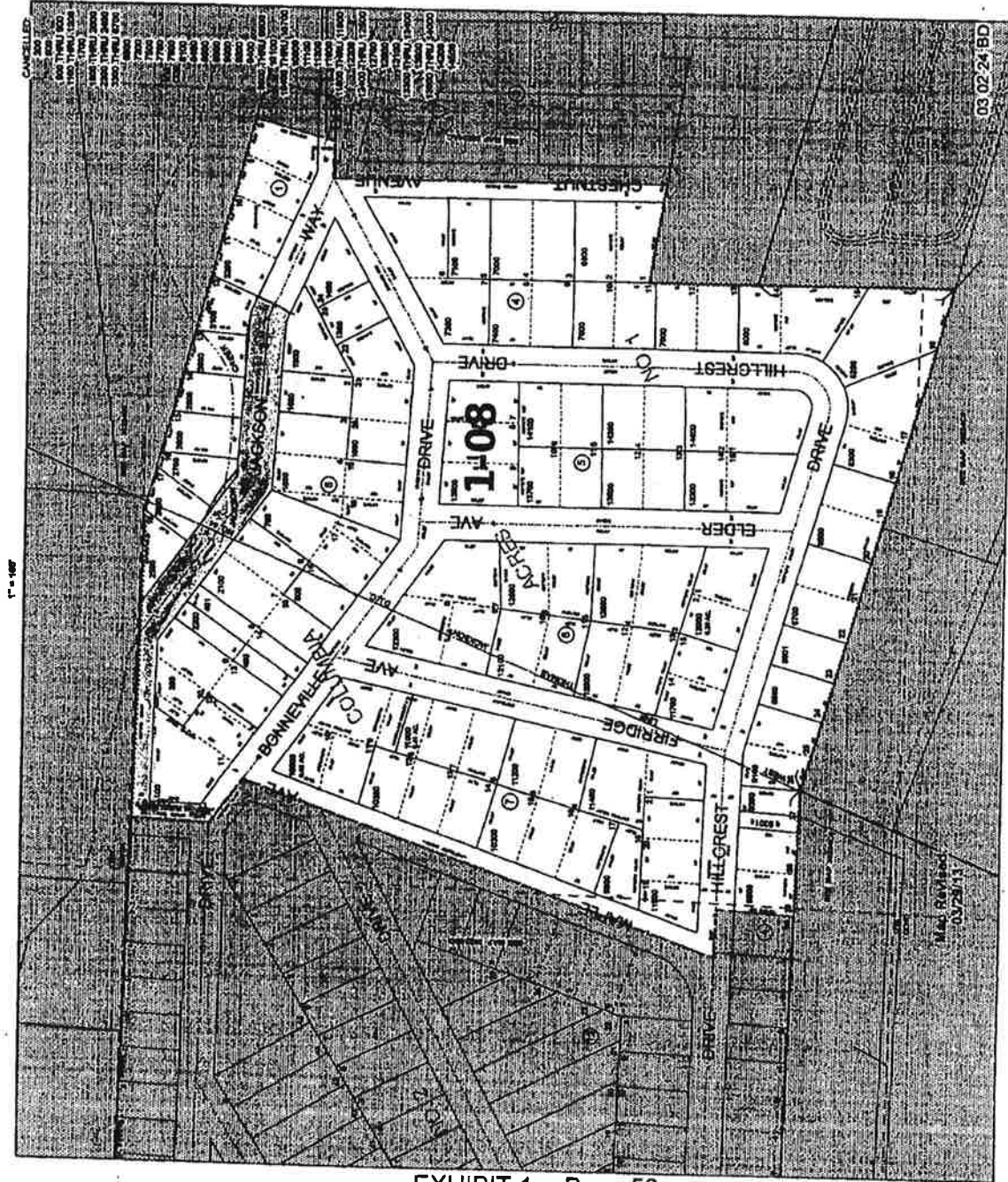
Covenants, conditions and restrictions, but omitting covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States code or (B) relates to handicap but does not discriminate against handicapped persons, imposed by instrument, including the terms and provisions thereof.

Recorded:                      March 30, 1979  
Book:                              223    Page: 49  
in Columbia County, Oregon.

S.E. 1/4 N.W. 1/4 SEC. 24 T.3N. R.2W. W.M.  
COLUMBIA COUNTY

03 02 24 BD

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY



BRAD WEIGHARDT  
3002 NE 7TH AVE  
PORTLAND OR 97212  
503 810-8460  
BRAD\_WEIGHARDT@MSN.COM  
RD. TO BE  
VACATED

PARCELS OWNE BY  
BRAD WEIGHARDT





## **Ticor Title Company**

2534 Sykes Rd., Suite C, St. Helens, OR 97051  
(503)397-3537 FAX (503)397-0104  
Email: ticor-or-sthelenstitle@ticortitle.com

### **PRELIMINARY REPORT**

ESCROW OFFICER: Rosanne Bellisle  
TITLE OFFICER: Denise Blanchard

ORDER NO.: 73813009814-TTCOL07

TO: Ticor Title Company  
Attn: Rosanne Bellisle  
2534 Sykes Rd, Suite C  
St. Helens, OR 97051

OWNER/SELLER: Pamela Wallace

BUYER/BORROWER: Brad Weigandt

PROPERTY ADDRESS:

EFFECTIVE DATE: November 14, 2013, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard	6,000.00	\$ 200.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:  
A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
Pamela Wallace, as to an estate in fee simple

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF IN THE COUNTY OF COLUMBIA, STATE OF , AND IS DESCRIBED AS FOLLOWS:  
Lots 12 and 13, Block 1, Columbia Acres No. 1, Columbia County, Oregon.

FDOR0212.rdw



## **Ticor Title Company PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Ticor Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit A. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Nebraska corporation.

**Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit A of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

*Countersigned*

FDOR0211.rdw

**AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Any adverse claim based upon the assertion that:
  - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Jackson Creek in the event the boundary of said Jackson Creek has been artificially raised or is now or at any time has been below the high watermark, if said Jackson Creek is in its natural state.
  - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
  - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Jackson Creek, or has been formed by accretion to any such portion.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric Company  
Purpose: right of way  
Recording Date: December 23, 1916  
Recording No: Book 24, page 179  
Affects: Exact location not disclosed
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Utilities and Drainage  
Affects: see plat for location

9. A building set-back line, as disclosed by said plat.

Name of Plat: Columbia Acres No. 1  
Affects: 25 feet from street property lines

10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 2, 1956  
Recording No: Miscellaneous Book L, page 613

11. Mineral Reservation, including the terms and provisions thereof,

Recording Date: July 12, 1960  
Recording No.: Book 142, page 807  
The interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: American Home Company  
Purpose: ingress and egress above and below the surface of the land as implied by reservation of mineral deed  
Recording Date: July 12, 1960  
Recording No: Book 142, page 807  
Affects: Exact location not disclosed

13. By-laws of Columbia Acres Water Association,

Recording Date: May 3, 1984  
Recording No: Book 25, page 321

END OF EXCEPTIONS

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2013/2014  
Amount: \$5.97  
Levy Code: 0108  
Account No.: 7337  
Map No.: 3N2W24-BD-03000

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2013/2014  
Amount: \$5.97  
Levy Code: 0108  
Account No.: 7338  
Map No.: 3N2W24-BD-03100

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Brad Weigandt

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.

Note: Recording charge for a RESPA transaction (all transfer and loan documents):  
RESPA Residential Sale and Purchase \$178.00  
RESPA Residential Loan/Refinance \$129.00  
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Note: Recording charge (per document) for a Non-RESPA transaction:  
First page of Document \$46.00, \$5.00 for each additional page

Note: For many real estate transactions, Federal law requires that a settlement statement show the allocation of title insurance charges between title insurer and title insurance agent. For the transaction that is the subject of this report, the allocation is as follows:  
Ticor Title Insurance Company: 88%  
Chicago Title Insurance Company: 12%



Pdx Beks 1, 2, 3 Col Ac 41

24/ 179  
12/23/16

W.G. POMEROY

... D P R N ...

TO

PAC. TEL. & TEL. CO.

Dec. 4th, 1916.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to W.G. Pomroy and situated in the County of Columbia, State of Oregon and described as follows:

Two poles, The 24th and 25th poles north of Multnomah Columbia County line as numbered and counted on Dec. 4th, 1916, together with all anchor guys and wires now on the property of W.G. Pomroy in the N.E.  $\frac{1}{4}$  of Sec. 24 Tp. 3 N. R. 2 W., T.M. Columbia County Ore. The said poles and wires etc. being the property of the aforesaid Pacific Telephone and Telegraph Company. It is hereby specified and agreed that W.G. Pomroy keeps all wires, free from foliage where such wires are attached to poles of the Pac. Tel. and Tel. Co. and such wires are 18 feet above ground or more than 18 feet above ground. It is further agreed that any damage which may have resulted from mowing fences etc. while installing the aforesaid poles wires, fixtures etc. will be fully compensated for and is included in the payment for the aforesaid privilege and right when the Pacific Telephone and Telegraph Company pays W.G. Pomroy the sum herein specified.

It is understood that the employees of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided, always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESSES: W.G. Pomroy

W.E. Stevens Approved as to Form

W.G. Pomroy

H.D. Pillsbury

General Attorney.

STATE OF OREGON )  
County of Columbia ) ss.

THIS CERTIFIES, That on this 4 day of December A.D. 1916, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named W.G. Pomroy who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

(Notarial Seal)

Filed Dec. 23rd 1916 at Portland, Ore.

EXHIBIT 1 -- Page 66

J.G. Watts

Notary Public for Oregon.  
Commission expires Apr. 1, 1917.

DECLARATION OF CONDITIONS AND RESTRICTIONS AFFECTING  
COLUMBIA ACRES NUMBERS 1, 2 and 3

THIS DECLARATION, Made this \_\_\_\_\_ day of October, 1956,  
by AMERICAN HOMES CO., a co-partnership composed of J. E. KUTSCHER,  
HARRY V. DULICK and RALPH FOWLER, hereinafter referred to as the  
"Declarant",

W I T N E S S E T H

WHEREAS, the Declarant has heretofore filed for record in  
the office of the County Clerk of the County of Columbia, State of  
Oregon, a plat designated as Columbia Acres Numbers 1, 2 and 3, be-  
ing in Sections 23 and 24, Township 3 North, Range 2 West of the  
Willamette Meridian, Columbia County, Oregon; and

WHEREAS, the Declarant is the owner of record of the real  
property included therein.

NOW, THEREFORE, Declarant does hereby adopt the follow-  
ing general scheme and plan for the development, use and restric-  
tions on the use of the lands included within the plat of the a-  
foresaid Columbia Acres for the enjoyment and benefit of Declarant  
as owner of said lands, its successors, and assigns, and for the  
enjoyment and benefit of the owner of any lot or tract in said  
Columbia Acres Numbers 1, 2 and 3 claiming through the Declarant;  
and Declarant does hereby declare that having adopted such gener-  
al scheme and plan the same is hereby impressed and fixed upon all  
of the land in said Columbia Acres Numbers 1, 2 and 3 and each  
tract and lot thereof and that all successors and grantees who  
derive title from Declarant shall take title subject to such  
general scheme and plan even though no reference thereto be made  
in the deed of conveyance; and the passing of title to any tract  
or lot in said Columbia Acres Numbers 1, 2 and 3 shall carry with  
it the obligation and burden of such general scheme and plan. The

1.



said general plan and scheme shall consist of all the lands in said Columbia Acres Numbers 1, 2 and 3, being and remaining subject to the following conditions and restrictions, covenants and agreements, to-wit:

All lots in this addition shall be used for residential building only except lots in blocks which provide frontage on Highway No. 30. These lots and blocks may be used for business purposes, if so desired.

The dwelling house, as distinguished from outhouses and servant's quarters, shall face the street upon which the lot fronts and no part thereof shall be nearer than 25 feet from the front lot line.

All other structures shall be in the rear of the dwelling house and shall be slightly, of neat construction and of a character to enhance the value of the property.

When any improvements are erected on any lot purchased under this contract, the owner shall at the same time construct a sanitary septic tank of approved character to provide sewerage for same, unless sanitary sewerage is available.

It is agreed that the owner of any lot or tract shall have full rights to use any and all parks or lakes in said addition for recreational purposes such as: picnicking, boating, swimming and fishing in season. If, and when, they are made available.

The property included in said subdivision shall be subject to mutual and reciprocal easements over and across all land situate within 5 feet of the side and rear lines of each lot and residential building, to be used for the installation, operation and maintenance of water, gas, sewer, telephone and electric lines and other services and installation commonly supplied by public utilities serving the

residents of this subdivision. Provided, however, that if any group of lots or residential building tracts or fractions of lots or residential building tracts shall be developed as a single residential tract, prior to the application to use of the easement, the said easement shall thereafter be located on the area within 5 feet of the side and rear lines of such residential tract.

In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased under this contract, nor shall any dwelling be moved or maintained thereon, with less than 1,000 square feet of floor space, exclusive of porches and porticos. There shall be no shed roofs, and all buildings will be finished and painted on the outside.

The foregoing stipulations, restrictions and conditions are imposed for the benefit of each and every other parcel of land in this addition, and shall constitute covenants running with the land; and the Declarant, its successors and assigns, and any person owning property in said addition may prosecute proceedings at law or in equity to prevent or remedy the violation of such restrictions and covenants, and secure redress for damages suffered in respect of such violations; but such restrictions and conditions shall remain in force only until January 1, 1971, after which time they shall be extended for successive periods of ten years, unless changed by a vote of a majority of the then property owners of the lots.

WITNESSED BY ME.

By [Signature]  
[Signature]  
[Signature]

*Know All Men by These Presents, That* AMERICAN HOME COMPANY, INC. *do hereby*

per-ship component of J. E. Kutcher, Ralph Fowler, and Harry V. Salica

in consideration of (10.00) Ten

**Dollars.**

and other valuable consumptions

10. It... paid by arlie a bright and now a bright, handsome and wife

do hereby grant, bargain, sell and convey unto said wife a right and home L. right

to, he, his heirs and assigns, all the following real property, with the

tenements, hereditaments and appurtenances situated in the Columbia across.

County of Columbia

and State of Oregon, bounded and described as follows, to-wit:

all of lots 14 & 15 Block 1 Columbia acres Part 1 all of lots 14 & 15 Block 8  
Columbia acres No. 1. Plat of said addition appearing of record in the County

Columbia Acres No. 1. Plat of said addition appearing of record in the County Clerk's office Columbia County, Oregon. Reserving unto grantors it's successors and assigns all interest in and to all the Oil, Gas and other minerals of whatsoever nature found on, in or under the above described property, or that may be produced therefrom.



TO HAVE AND TO HOLD, the above described and granted premises unto the said  
Arlio & Arlio and Rose & Arlio, husbands and wife

their... *helps and assigns forever*

And... American Home Company...

... the grantor.<sup>15</sup>

above named do and covenant to and with the above named grantee, their heirs and assigns that it is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances, except a lien due in such respect to certain restrictions, reservations, easements and locations affecting Columbia acres appearing of record in the County of Wasco, public office, county, Oregon.

and that Grantors ... will and its heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as above stated.

Witness our hands and seals this 6th day of July 1960

EXECUTED IN THE PRESENCE OF

Ester E. Allison

AMERICAN HOMES COMPANY

Kaye Tucker (SEAL)  
 Chelly Jones (Partner) (SEAL)  
 Gary Wilson (Partner) (SEAL)  
 (Partner) (SEAL)

(partner)

(PACIFIC) (SEAL)

luck (NEW)

(Partner)

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 6th day of July A. D. 1960  
before me, the undersigned, a Notary Public  
County and State, personally appeared the within named J. E. Kutscher, Ralph Fowler and  
Harry V Dulick

who are known to me  
to be the identical individual described in and who executed the within instrument, and acknowledged to me  
that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal  
the day and year last above written.



*Esther L. Allin*  
Notary Public for Oregon.

My Commission Expires Dec. 9 1960

Warranty Deed

✓ American Home Co. any

TO

✓ Arlie A. Wright & Rosa L. Wright.

STATE OF Oregon  
County of Columbia  
I certify that the within instrument  
was recorded for record on the 12th  
day of July A. D. 1960  
at 11:13 clock P. M., and recorded  
in Book 142 on page 807.  
Records of Deeds of said County.  
Witness my hand and seal of County  
affixed.

H. F. Jensen  
County Clerk  
Recorder of Conveyances.

By *Harriet Baird*  
Deputy.

Return to

Mr and Mrs Wright  
7225 S E Thorburn  
Portland 16 Ore.

250 250

## BY-LAWS

of

**BECK**

25 PAGE 321

**COLUMBIA ACRES WATER ASSN.**

## ARTICLE I

## General Purposes

The purpose for which this association is formed and the powers which it may exercise are set forth in the Articles of Incorporation of the association.

## ARTICLE II.

### Name and Location

Section 1. The name of this association is the Columbia Acres Water Assn., a cooperative.

Section 2. The principal office of this association shall be located in St. Helens, County of Columbia, State of Oregon, but the association shall maintain offices in places of business at such other places within or without the state as the Board of Directors may determine.

### ARTICLE III

## Seal

Section 1. The seal of the association shall have inscribed thereon the name of the association, the year of its organization and the words, "Non-Stock Association, Oregon".

Section 2. The secretary of the association shall have custody of the seal.

Section 3. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

## ARTICLE IV

**Fiscal Year**

10 The fiscal year of the association shall begin the first day of July in  
11 each year. 12  
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Section 1. The holders of membership certificates of this association are its members. Any bona fide owner or occupant of a farmstead or dwelling, any

bona fide owner or operator of an industrial installation or commercial establishment, and any bona fide public or non-profit institution having reasonable accessibility to the source of and who is in need of having water supplied for domestic livestock, garden, industrial and commercial purposes from the water system operated by the association and who receives the approval of the Board of Directors may be admitted to membership upon subscribing for or otherwise acquiring a membership certificate, and by signing such agreement for the purchase of water as may be provided and required by the association and pay such membership fee as set by the Board of Directors; provided that no person otherwise eligible shall be permitted to subscribe for or acquire a membership certificate of the association if the capacity of the association's water system is exhausted by the needs of its existing members.

Section 2. When holders of mortgages on properties of members, which properties are served by the association, give notice in writing to the association of the existence of such mortgages, then the holders of said mortgages shall receive copies of all communications sent by the association to the members on whose properties the mortgages exist. If the holders of these mortgages by purchase at a foreclosure sale or through voluntary conveyance by the owner obtain title to the property, they shall be admitted to membership in the association, provided they agree to purchase water from the association. Persons who purchase a property from mortgage holders who have thus acquired title to the property shall also become members of the association if they sign the agreement mentioned in Section 2 (c) of ARTICLE VI of the By-Laws. If a sale is held when the mortgage is foreclosed, the purchaser shall be entitled to become a member of the association if he signs the above-mentioned agreement. If a property is sold in more than one parcel, the Board of Directors shall determine which parcel shall entitle the owner thereof to membership in the association.

Section 3. In case of the death of a member, or if a member ceases to be eligible to hold membership as provided in Section 1, or wilfully fails to comply with these By-Laws and other requirements, or wilfully obstructs the purposes and proper activities of the association, the association, through the Board of Directors may elect to purchase his membership certificate and terminate his membership upon tender to him or his heirs or legal representatives of the fair book value of his membership certificate as determined by the Board of Directors, together with any dividends due and unpaid, less any indebtedness then due from him to the association. Any member whose membership is so terminated for cause other than that of ceasing to be eligible may appeal from the action of the Board of Directors to a vote of the members at the next regular meeting of the members or special meeting of the members called for such purposes.

Section 4. The developers, Earl N. Seawright, Jeanne M. Seawright, Peggy L. Howell and Patricia G. Matson have the ownership of all of the lots contemplated to be served by this water system and each developer shall have the right to purchase water memberships for each building site they may own. The developers will aid the cooperative in building the system and the cooperative will give a note to secure the developers for the construction costs of the system plus interest at 9½%. Whenever a building site is sold by one of the developers, the construction loan shall be reduced by one-thirtieth (1/30) of the original amount of the construction loan, until all of the construction loan, plus interest, is paid in full.

Thereafter, the developers will pay the same membership and other fees as any other member.

#### ARTICLE VI

##### Membership Certificates

Section 1. This association shall not have capital stock, but its capital shall be represented by membership certificates.

Section 2. The membership certificate shall be issued to each holder of fully paid membership and shall be numbered consecutively in accordance with the order of issue. Each membership certificate shall bear on its face the following statements:

- a. This membership certificate, No. \_\_\_\_\_, is issued and accepted in accordance with and subject to the conditions and restrictions stipulated in the Articles of Incorporation and By-Laws and amendments to the same of the Columbia Acres Water Assn.
- b. Transfers of membership certificates shall be made only upon the books of the association, only to persons eligible to become members, only with the approval of the Board of Directors and only when the member transferring is free from indebtedness to the association.
- c. No member of this association shall be entitled to more than one vote at meetings of the members or to hold more than one of the membership certificates of the association. Every member upon becoming a member of this association agrees to sign such agreement for purchase of water from the association as may from time to time be provided and required by the association and agrees in case he desires to dispose of his membership certificate, to first offer the same to the association at its fair book value and that he will make no offer of assignment or sale of the same unless the association shall fail after 30 days' notice in writing so to purchase the membership certificate.

Section 3. Each member agrees to sign such water users agreement as the association shall from time to time provide and require.

#### ARTICLE VII

##### Meetings of Members

Section 1. The annual meeting of the members of this association shall be held at: 205 South Highway, St. Helens, Oregon, or such place as the Board of Directors shall designate, at 8:00 o'clock p.m., on the third Wednesday in July of each year, if not a legal holiday, or if a legal holiday, on the next business day following and not more than 30 days after the close of the fiscal year.

Section 2. Special meetings of the members of the association may be called at any time by the secretary upon request of the Board of Directors, or upon the filing of a petition with the secretary, which is signed by at least ten percent of the members of the association. The purpose of every special meeting shall be

stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. Notice of meetings of members of the association may be given by a notice mailed to each member of record, directed to the address shown upon the books of the association, at least ten days prior to the meeting. Such a notice shall state the nature, time, and place, and purpose of the meeting, but no failure or irregularity of notice of any annual meeting, regularly held, shall affect any proceedings taken thereat.

Section 4. The members present at any meetings of the members shall constitute a quorum at any meeting of the association for the transaction of business. The voting powers of the members of this association shall be equal, each member shall have one vote only, and no voting by proxy shall be allowed.

Section 5. Directors of this association shall be elected at the annual meeting of the members.

Section 6. The order of business at the regular meetings and so far as possible at all other meetings shall be:

1. Calling to order and proof of quorum
2. Proof of notice of meeting
3. Reading and action on any unapproved minutes
4. Reports of officers and committees
5. Election of directors
6. Unfinished business
7. New business
8. Adjournment

#### ARTICLE VIII

##### Directors and Officers

Section 1. The Board of Directors of this association shall consist of five members, all of whom shall be members of the association. At the first meeting of the members, the members shall elect five directors who shall serve until the next regular meeting of the members, at which time the members shall elect two directors for a term of two years and one director for a term of one year. Each director shall hold office until his successor has been elected and qualified and entered upon the discharge of his duties.

Section 2. The Board of Directors shall meet within ten days after the annual election of directors and shall elect by ballot a president and vice-president from among themselves and a secretary-treasurer, who may or may not be a member of the Board of Directors of the corporation, each of whom shall hold office until the next annual meeting and until the election and qualification of his successor unless sooner removed by death, resignation or for cause.

Section 3. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, except by removal from office, a majority of the remaining directors, though less than a quorum, shall, by a majority vote, choose a successor who shall hold office for the unexpired term of the director whose place he fills. The disqualification of a director as a



member of the association shall operate to disqualify him as a director and to create a vacancy in the office of director.

Section 4. A majority of the Board of Directors shall constitute a quorum at any meeting of the board.

Section 5. Compensation of officers may be fixed at any regular or special meeting of the members of the association. Directors shall receive no compensation for their services as such.

Section 6. Any member bringing charges against an officer or director shall file them in writing with the secretary of the association; and the secretary shall immediately notify the officer or director of the charges filed against him. The officer or director may then file with the secretary a statement giving concisely his defense against the charges made. The Board of Directors shall take the matter up at its next meeting and take such action as it deems to be for the good of the association. If the charges are accompanied by a petition requesting the removal of the officer or director, signed by ten percent of the members, and are filed with the secretary at least fourteen days previous to any general or special meeting, the secretary shall prepare and mail to each member with the regular notice a ballot calling for a vote upon the removal of the officer or director. Accompanying the notice and ballot the secretary shall enclose a statement giving the charges against the officer or director; and at the request of the accused officer or director, the secretary shall enclose with this statement to each member a copy of the written defense as filed. By a vote of the majority of the total membership present or represented by ballot the association may remove the officer or director and fill the vacancy.

#### ARTICLE IX

##### Duties of Directors

Section 1. The Board of Directors, subject to restrictions of law, the Articles of Incorporation, or these By-Laws, shall exercise all of the powers of the association, and, without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board of Directors shall have, and are hereby given, full power and authority (to be exercised by resolution adopted by a majority vote of all the members) in respect to the matters and as hereinafter set forth:

- a. To pass upon the qualifications of members, and to cause to be issued appropriate certificates of membership and to set the fee or fees that must be paid for membership,
- b. To select and appoint all officers, agents or employees of the association, or remove such officers, agents or employees of the association for just cause, prescribe such duties and designate such powers as may not be inconsistent with these By-Laws, fix their compensation and pay for faithful services.
- c. To borrow from any source, money, goods, or services, and to make and issue notes and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.

- d. To prescribe, adopt and amend, from time to time, such equitable uniform rules and regulations as, in their discretion, may be deemed essential or convenient for the conduct of the business and affairs of the association and the guidance and control of its officers and employees, and to prescribe adequate penalties for the breach thereof.
- e. To order, at least once each year, an audit of the books and accounts of the association by a competent public auditor or accountant. The report prepared by such auditor or accountant shall be submitted to the members of the association at their annual meeting.
- f. To fix the charges to be paid by each member for services rendered by the association to him, the time of payment and the manner of collection.
- g. To require all officers, agents and employees charges with responsibility for the custody of any of the funds of the association to give adequate bonds, the cost thereof to be paid by the association, and it shall be mandatory upon the directors to so require.
- h. To select one or more banks to act as despositories of the funds of the association and to determine the manner of receiving, depositing, and disbursing the funds of the association and the form of checks and the person or persons by whom the same shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.

#### ARTICLE X

##### Duties of Officers

Section 1. Duties of president. The president shall preside over all meetings of the association and the Board of Directors, call special meetings, of the Board of Directors, perform all acts and duties usually performed by an executive and presiding officer, and sign all membership certificates and such other papers of the association as he may be authorized or directed to sign by the Board of Directors, provided the Board of Directors may authorize any person to sign any or all checks, contracts and other instruments in writing on behalf of the association. The president shall perform such other duties as may be prescribed by the Board of Directors.

Section 2. Duties of the vice-president. In the absence or disability of the president, the vice-president shall perform the duties of the president; provided, however, that in case of death, resignation, or disability of the president, the Board of Directors may declare the office vacant and elect his successor.

Section 3. Duties of the secretary-treasurer. The secretary-treasurer shall keep a complete record of all meetings of the association and of the Board of

Directors and shall have general charge and supervision of the books and records of the association. He shall sign all membership certificates with the president and such other papers pertaining to the association as he may be authorized or directed to do so by the Board of Directors. He shall serve all notices required by law and by these By-Laws and shall make a full report of all matters and business pertaining to his office to the members at the annual meeting. He shall keep the corporate seal and membership certificate records of the association, complete and countersign all certificates issued, and affix said corporate seal to all papers requiring seal. He shall keep a proper membership certificate record, showing the name of each member of the association and date of issuance, surrender, cancellation, or forfeiture. He shall make all reports required by law and shall perform such other duties as may be required of him by the association or the Board of Directors. Upon the election of his successor, the secretary-treasurer shall turn over to him all books and other property belonging to the association that he may have in his possession. He shall also perform such duties with respect to the finances of the association as may be prescribed by the Board of Directors.

#### ARTICLE XI

##### Benefits and Duties of Members

Section 1. The association will install, maintain and operate a main distribution pipe line or lines the source of the water supply and service lines from the main distribution pipe line or lines to the property line of each member of the association, at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the association shall be placed. The cost of the service line or lines from the main distribution pipe line or lines of the association to the property line of each member shall be paid by the association. The association will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the association and to be installed on some portion of the service line owned by the association. The association shall have the sole and exclusive right to use such cut-off valve and to turn it on and off.

Section 2. Each member shall be entitled to a service line from the association's water system, provided that the member shall be required to pay a fee set by the Board of Directors for each service line in excess of one and install a meter on each line and a service line shall be necessary for each single family dwelling subject to such regulations in the Articles of Incorporation as adopted. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the association's water system at the nearest available place to the place of desired use by the member if the association's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the association's water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at

BY-LAWS - 7.

such place as may be designated by the association. Each member will be required to dig or have dug a ditch for the connection of the service line or lines from the property line of the member to his dwelling or other portion of his premises and will also be required to purchase and install the portion of the service line or lines from his property line to the place of use on his premises and to maintain such portion of such service line or lines which shall be owned by the member, at his own expense, provided that the association may, if the Board of Directors so determine, purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual members.

Section 3. Each member shall be entitled to purchase from the association, pursuant to such agreements as may from time to time be provided and required by the association, such water for domestic, livestock, garden, industrial and commercial purposes as a member may desire, subject, however, to the provisions of these By-Laws and to such rules and regulation as may be prescribed by the Board of Directors. Each member shall be entitled to have delivered to him through a single service line only such water as may be necessary to supply the needs of the persons residing in a single dwelling and of the livestock owned by such persons to irrigate a garden of not to exceed one acre or such water as may be necessary to supply the industrial or commercial needs of the member. The water delivered through such service line shall be metered and the charges for such water shall be determined separately, irrespective of the number of service lines owned by the member.

Section 4. In the event the total water supply shall be insufficient to meet all of the needs of the members or in the event there is a shortage of water, the association may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto, or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock, garden, commercial and industrial purposes, the association must first satisfy all of the needs of all of the members for domestic purposes before supplying any water for livestock, commercial and industrial purposes and must satisfy all of the needs of all of the members for both domestic and livestock purposes before supplying any water for garden, commercial and industrial purposes.

Section 5. The Board of Directors shall, prior to the beginning of each calendar year, determine the flat minimum monthly rate to be charged each member during the following calendar year for a specified quantity of water, such flat minimum monthly rate to be payable irrespective of whether any water is used by a member during any month, and the amount of additional charges, if any, for additional water which may be supplied the members, shall fix the date for the payment of such charges, and shall notify each member of the amount of such charges and the dates for the payment thereof. A member to be entitled to the delivery of water shall pay such charges at the office of the association at or prior to the dates fixed by the Board of Directors. The failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

BY-LAWS - 8.

- a. Non-payment for thirty days after due. The water shall be cut off from the delinquent member's property.
- b. Non-payment for sixty days. Membership in this association shall be terminated and the membership certificate purchased as provided for in Article V, Section 3 of these By-Laws

Section 6. The Board of Directors shall be authorized to require each member to enter into water users agreements which shall embody the principles set for in the foregoing sections of this article.

## ARTICLE XII

### Distribution of Surplus Funds

Section 1. It is not anticipated that there will be any net income. If there should be any, then at the end of the fiscal year, after paying the expenses of the association for operation and otherwise and after setting aside reserves for depreciation on all buildings, equipment and office fixtures and such other reserves as the Board of Directors may deem proper and after providing for payments on interest and principal of obligations and amortized debts of the association, and after providing for the purchase of proper supplies and equipment, the net earnings shall be accumulated in a surplus fund for the purpose of replacing, enlarging, extending and repairing the system and property of the association and for such other purposes as the Board of Directors may determine to be for the best interest of the association. The said surplus fund or any portion thereof may from time to time, at the discretion of the Board of Directors, be distributed to the members as provided in the By-Laws, on the basis of the assessments and charges made and levied against and paid by such members during the year.

Section 2. Any part or the whole of such apportionment may be credited, at the discretion of the Board of Directors, to the indebtedness of the members, should any exist, and in such case the members shall be notified in writing of the amount so applied.

## ARTICLE XIII

### Amendments

Section 1. These By-Laws may be repealed or amended by a vote of a majority of the members present at any regular meeting of the association, or at any special meeting of the association called for that purpose, except that the members shall not have the power to change the purposes of the association so to decrease its rights and powers under the laws of the State, or to waive any requirement of bond or other provision for the safety and security of the property and funds of the association or its members, or to deprive any members of rights and privileges then existing, or so to amend the By-Laws as to effect a fundamental change in the policies of the association. Notice of any amendment to be made at a special meeting of the members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered.

BOOK 25 PAGE 330

1905

*mine*



## Petition For Vacation By Brad Weigandt

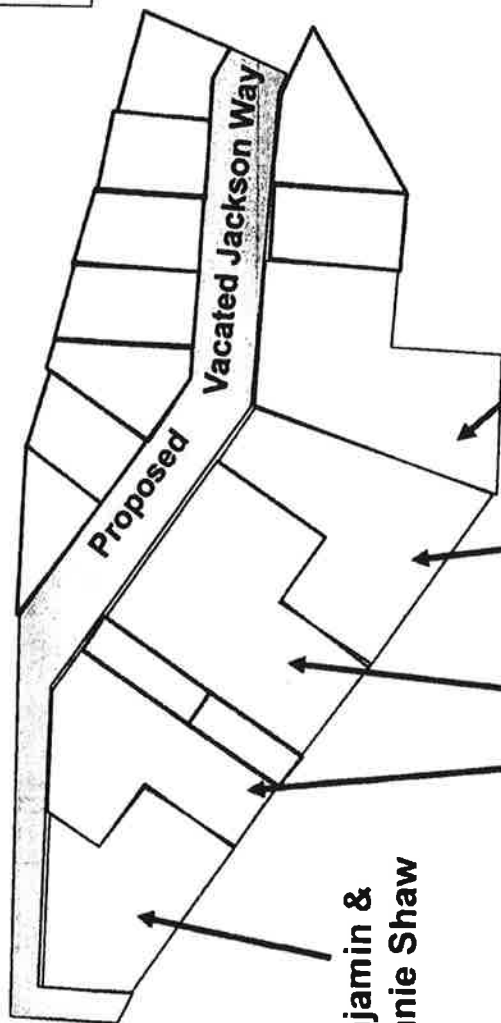
### EXHIBIT 2

As of 12/11/13

- All property owners abutting the proposed vacated section of Jackson Way have consented. Ownership is shown on the two attached maps.
- Concern – if the proposed section of Jackson Way is vacated, it will land lock parcels 2200, 2500, 2600, 2700, 2800, 2900, 3000 and 3100. These parcels are owned by Brad Weigandt. No information was provided to describe how this situation will be resolved.

By Lonny Welter

Brad Weigandt (green bordered parcels)



Benjamin &  
Bonnie Shaw

Duane & Linda  
Fritz

James & Tena  
Sargent

Roger & Kathryn Antonich     Donald & Rosalie Erickson





**Lisa & Will Looney**

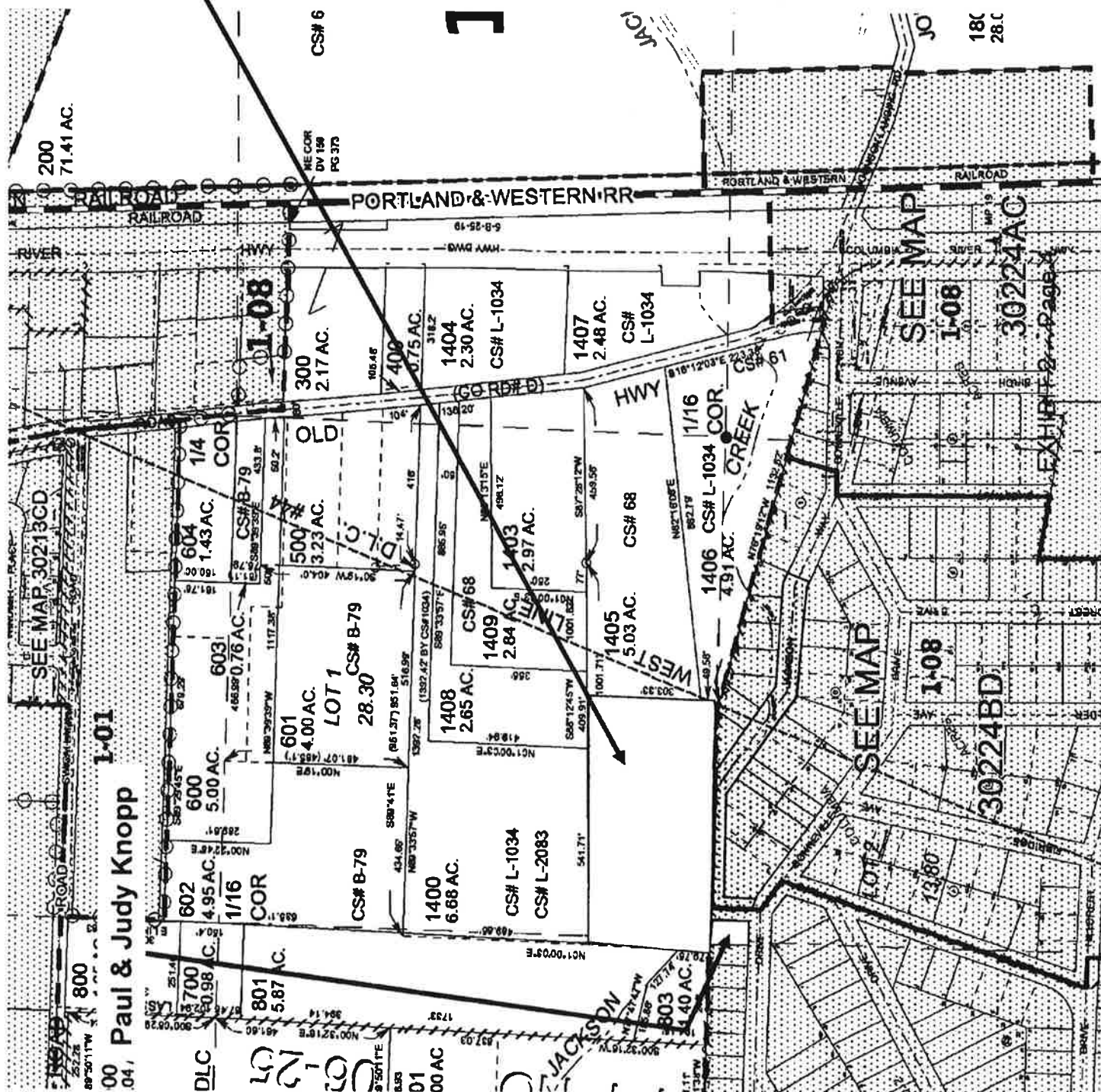


EXHIBIT 3



**Columbia County Road Department**

1054 Oregon Street, St. Helens, OR 97051

**David Hill, Public Works Director**

Ph: (503) 366-3964 Fax: 397-7215

e-mail: [David.Hill@co.columbia.or.us](mailto:David.Hill@co.columbia.or.us)

to: Columbia County Board of Commissioners  
via: Cynthia Zemaitis, County Counsel  
from: Dave Hill, Public Works Director  
date: March 19, 2014

**subject: Jackson Way Vacation**

**Recommendation:** Approve the vacation of a portion of Jackson Way as proposed by the applicant, provided there is 100% consent of abutting property owners.

Brad Weigant has petitioned the Board of County Commissioners to vacate a portion of Jackson Way in the Columbia Acres No. 1 subdivision in the south Scappoose area as shown on the attached vicinity map (Exhibit A). Mr. Weigant states the reason for the proposed vacation as being "Jackson Way will never be constructed and I own parcels on both sides." Since Mr. Weigant owns on both sides of the right-of-way, by vacating this right-of-way his properties will be connected and therefore will make much improved building sites.

Columbia Acres No. 1 plat was accepted on September 20, 1956 and the Jackson Way right-of-way has never been constructed. The terrain within the Jackson Way right-of-way makes it very difficult for road construction with steep side slopes along a stream.

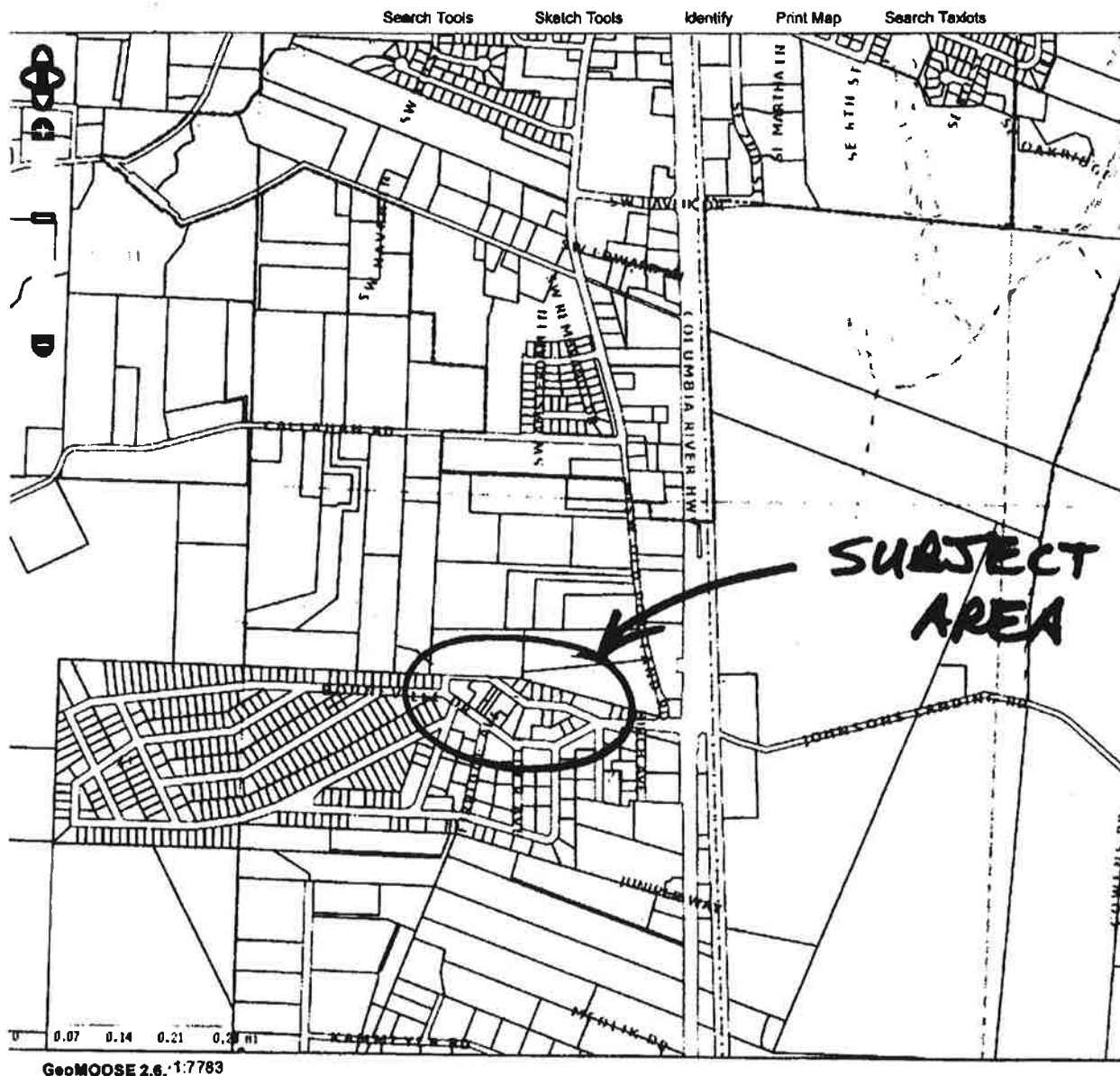
Reynolds Land Survey Inc. has provided a legal description of the proposed vacated road right-of-way (Exhibit B), and the proposed right-of-way vacation is highlighted on Exhibit C.

The applicant has provided "irrevocably bound parcel creation covenants" for the parcels affected (Exhibit D and E) which binds the parcels together to create larger parcels, and therefore this right-of-way should never be needed in the future as public right-of-way since the smaller parcels are being combined into larger ones to be served directly from other public right-of-ways.

Therefore, in the matter of public interest and provided that there is 100% consent of the abutting property owners, I recommend that the County approve this road vacation as proposed.

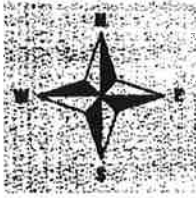
EXHIBIT A

[Disclaimer](#) [Help](#)



JACKSON WAY  
ROAD VACATION  
VICINITY MAP

EXHIBIT B



**REYNOLDS  
LAND  
SURVEYING,  
INC.**

32990 Stone Road  
Warren, OR 97143  
(503) 397-5516  
Fax (503) 397-5518

December 30, 2013

Legal Description  
Right of Way Vacation  
A Portion of Jackson Way  
And A Portion of Maple Avenue

A Right of Way Vacation in the Northwest quarter of Section 24, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon being a portion of Jackson Way as dedicated on the Plat of Columbia Acres Number 1 as recorded on October 2, 1956 in Plat Book 2, Page 107, Clerks Records of Columbia County, Oregon and also being portions of Maple Avenue as dedicated on said Plat of Columbia Acres Number 1 and as dedicated on the Plat of Columbia Acres Number 2 as recorded on October 2, 1956 in Plat Book 2, Page 108, Clerks Records of Columbia County, Oregon, said Right of Way Vacation being more particularly described as follows:

Beginning at the Southeast corner of Lot 12, Block 1 of said Columbia Acres Number 1; thence Westerly, along the South line of said Lot 12 and along the South lines of Lots 13, 14, 15, 16, 17 and 18 of said Block 1 to the most Westerly corner of said Lot 18, said point being on the North line of said Columbia Acres No. 1, thence North 89°25' West, along said North line of Columbia Acres Number 1, a distance of 365.84 feet to the Northwest corner of said Columbia Acres Number 1, said point also being the Northeast corner of said Columbia Acres Number 2; thence North 89°25' West, along the North boundary of said Columbia Acres Number 2, a distance of 30.00 feet to the Northeast corner of Lot 1, Block 9 of said Columbia Acres Number 2; thence South 00°35' West, along the East line of said Lot 1 of Block 9, a distance of 100.00 feet to the Southeast corner thereof; thence South 89°25' East a distance of 30.00 feet; thence Southeasterly to the Southwest corner of Lot 11, Block 8 of said Columbia Acres Number 1; thence North 00°35' East, along the West line of said Lot 11, Block 8, a distance of 83.82 feet to the Northwest corner thereof; thence Easterly, along the North line of said Lot 11, Block 8 and along the North lines of Lots 10, 9, 8, 7, 6, 5, 4, 3 and 2 of said Block 8, to the Northeast corner of said Lot 2, Block 8, Columbia Acres Number 1, said point being the Northwest corner of Lot 1 of said Block 8; thence South 87°51' East, along the North line of said Lot 1, Block 8, a distance of 82.07 feet; thence Northerly to the point of beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*David E. Reynolds*  
OREGON  
JULY 26, 1985  
DAVID E. REYNOLDS  
2157

RENEWAL DATE: 12-31-2014

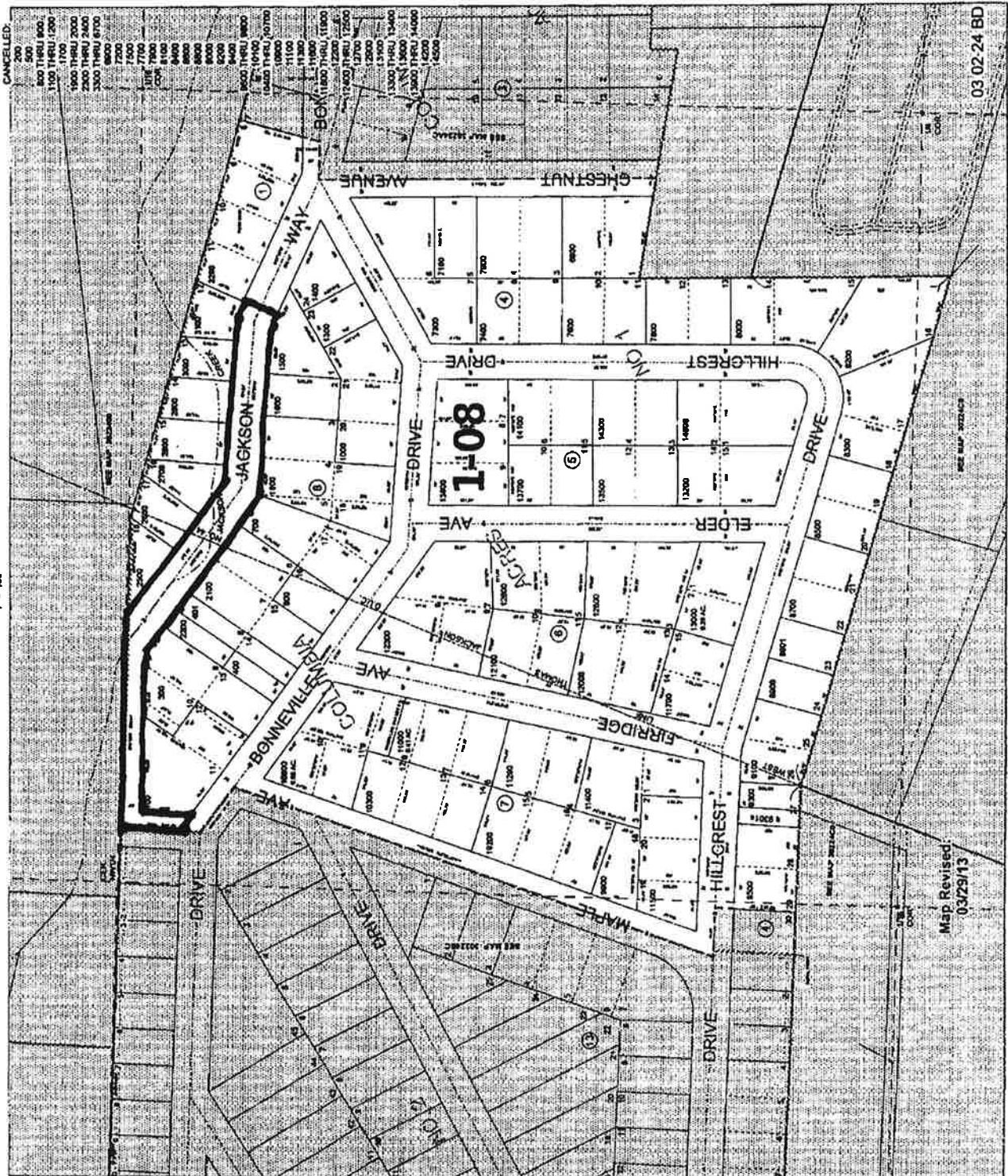


S.E. 1/4 N.W. 1/4 SEC. 24 T.3N. R.2W. W.M.  
COLUMBIA COUNTY

1" = 80'

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

03 02 24 BD



IRREVOCABLY BOUND PARCEL CREATION COVENANT

BRADLEY A WEIGANDT, the owner of Lots 1 and 2, Block 8, of Columbia Acres No. 1, Columbia County, OR; and Lots 12, 13, 14, 15, 16, 17, and 18, Block 1 of Columbia Acres No. 1, Columbia County, OR hereby irrevocably bind the aforementioned lots together and subject them to covenants, conditions and restrictions as set forth below.

1. Said lots are hereby bound together are hereinafter to be treated as bound together in a parcel;
2. No grantor, its heirs, successors or assigns shall sell or otherwise hypothecate title of any lot separately from the remaining lots, through lot line adjustments or replats as approved by Columbia County are permitted;
3. This covenant runs with the land for the benefit of Columbia County and the surrounding neighborhood. It can be waived or modified only by recording of written instruments certifying approval (1) of the Board of Commissioners of Columbia County, and (2) by a majority vote of the surrounding property owners, given after ten (10) days written notice to the owners to the land within 300 feet of said property.

BRADLEY A WEIGANDT AKA BRAD WEIGANDT  
Printed name of Property Owners

[Signature]  
Property Owner Signature

7/28/14  
Date

ACKNOWLEDGEMENT

State of Oregon     )  
                                  )  
County of Columbia)

Before me this 28th day of July 2014 \_\_\_\_\_ Bradley A. Weigandt personally known to me, appeared before me and acknowledged the foregoing instrument.



Heidi Cutler  
Notary Public for Oregon

My Commission Expires 6-14-2015

IRREVOCABLY BOUND PARCEL CREATION COVENANT

BRADLEY A. WEIGANDT, the owner of the west half of lots 8 & 14, Block 8, of Columbia Acres No. 1, Columbia County, OR hereby irrevocably bind the aforementioned lots together and subject them to covenants, conditions and restrictions as set forth below.

1. Said lots are hereby bound together are hereinafter to be treated as bound together in a parcel;
2. No grantor, its heirs, successors or assigns shall sell or otherwise hypothecate title of any lot separately from the remaining lots, through lot line adjustments or replats as approved by Columbia County are permitted;
3. This covenant runs with the land for the benefit of Columbia County and the surrounding neighborhood. It can be waived or modified only by recording of written instruments certifying approval (1) of the Board of Commissioners of Columbia County, and (2) by a majority vote of the surrounding property owners, given after ten (10) days written notice to the owners to the land within 300 feet of said property.

BRADLEY A WEIGANDT AKA BRAD WEIGANDT

Printed name of Property Owners

[Signature]  
Property Owner Signature

8/28/14  
Date

ACKNOWLEDGEMENT

State of Oregon     )  
                                  )  
County of Columbia)

Before me this 28 day of July 2014 \_\_\_\_\_ Bradley A. Weigandt  
personally known to me, appeared before me and acknowledged the foregoing instrument.

[Signature]

Notary Public for Oregon

My Commission Expires 6-14-2015

