

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])
_____)

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

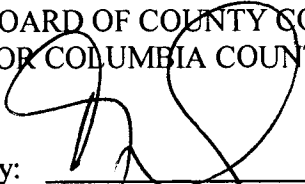
5. The \$28.50 filing fee has already been paid to the County Clerk. The Treasurer is hereby authorized to disburse the following amounts from the Fees for Services, Road Vacations account as follows:

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

6. Upon the payment of \$165.90 by the applicant to cover the costs, this Order shall be recorded with the County Clerk, a copy inserted in the appropriate road jacket, and certified copies shall be filed with the County Surveyor and the County Assessor.

DATED this 14th day of May, 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 WEIGAND, [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. Weighandt

I/We BRADLEY A. WEIGHANDT, 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. Weighandt

(Date) 12/5/13

(Petitioner's Name)

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

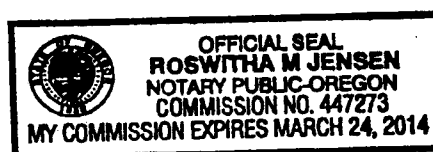
(Co-Petitioner's Name [if any])

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

Roswitha M. Jensen

Notary Public for Oregon
My Commission Expires:

PETITION FOR VACATION (Rev. Jun 2001)



Page 4

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-BL-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]
(Property Owner's Signature)

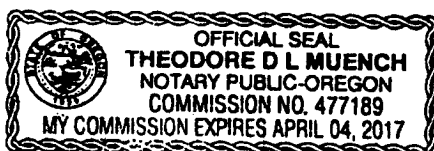
11/26/13
Date

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

11-26-13
Date

STATE OF OREGON)
Clackamas) ss.
County of Columbia

The foregoing instrument was acknowledged before me this 26th day of November, ~~2008~~ ²⁰¹³, by
Paul Knopp and Judy Knopp



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

EXHIBIT
B
ALL PAGES

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

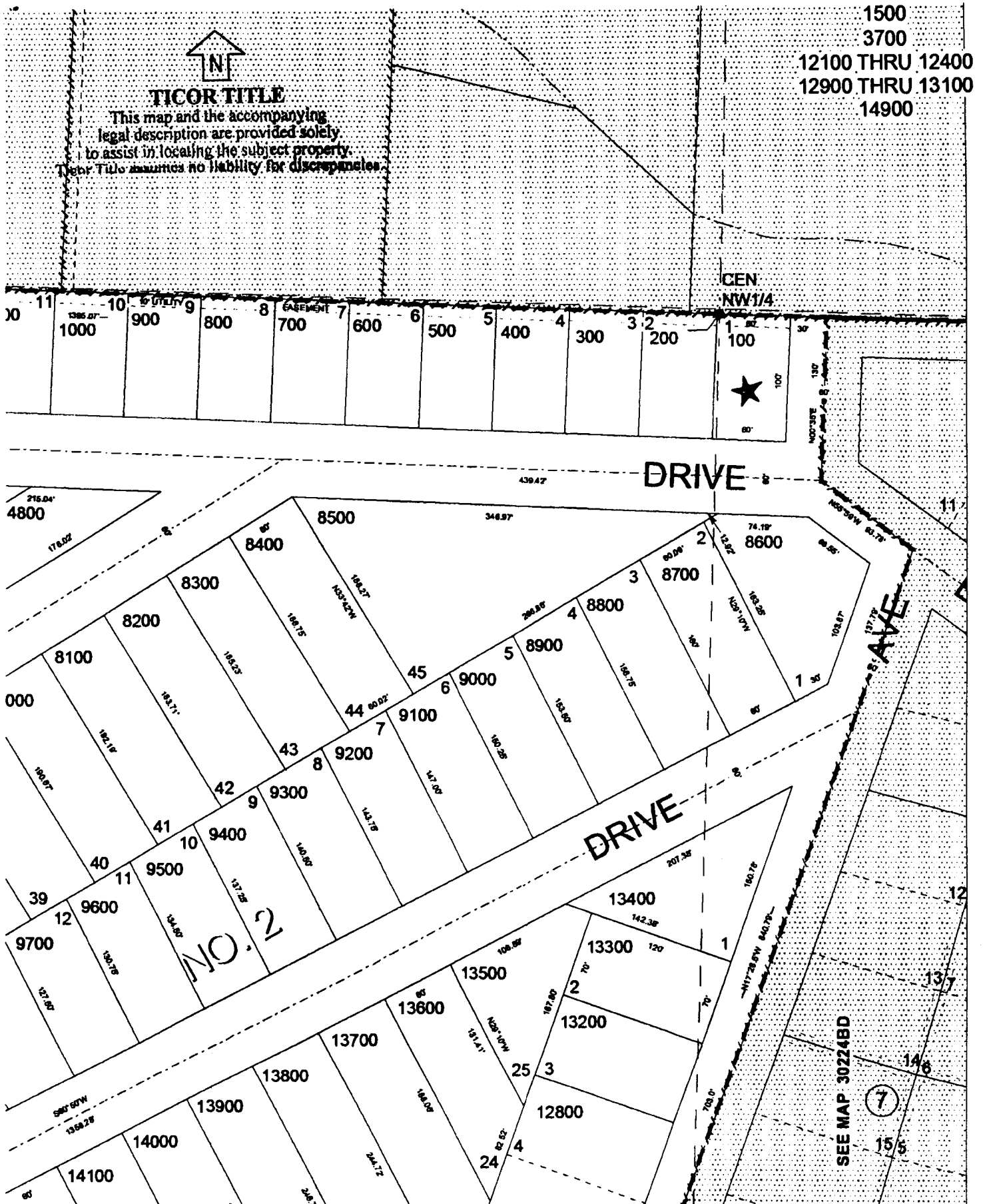
Situs Address(es) Situs City

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

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

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



TICOR TITLE

07-57390

TICOR TITLE



TICOR TITLE™

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

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

COLUMBIA COUNTY, OREGON 2006-014468
DEED-D 11/06/2006 11:44:45 AM
Cnt=1 Sin=8 HUSERB Total:\$41.00
\$20.00 \$11.00 \$10.00



00050979200600144680040040

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

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, 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.

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 3rd day of Nov, 2006

Roman V. Novokhatniy
Roman V. Novokhatniy

Scott Sylvester
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
SEASIDE 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)

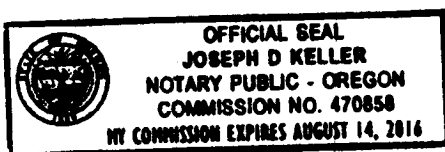
11/19/2013
Date

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

11/19/13
Date

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

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 97058

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

Situs Address(s)	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											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
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

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	TD%	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											225,280

Code		Exemptions/Special Assessments/Potential Liability						
Area	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

FORM NO. 10 - USED CREATING AN INSTRUMENT OF THE PROPERTY - IS ALONE TO BE USED IN RECORDING. (SEE INSTRUCTIONS FOR PREPARATION OF INSTRUMENTS OF THE PROPERTY)

KNOW ALL MEN BY THESE PRESENTS, That Will A. Leoney, hereinafter called the grantor, the spouse of the grantee hereinafter named, for the consideration hereinafter stated, has bargained and sold and by these presents does grant, bargain, sell and convey unto Lisa Leoney, hereinafter called the grantee, an undivided one-half of the following described real property situated in Columbia County, Oregon, to-wit:

See Attached

TO HAVE AND TO HOLD an undivided one-half of the above described real property unto the grantee hereover. The above named grantee retains a life undivided one-half of that same real property, and it is the intent and purpose of this instrument to create and there hereby is created an estate by the entirety between husband and wife as to this real property.

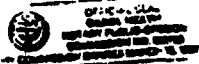
The true and actual consideration paid for this transfer, stated in terms of dollars, is Five & 00/100ths (\$5.00). However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The witness under the grantor, if not applicable, should be deleted. See ORS 96.020.)

WITNESS grantor's hand this 15th day of February, 19 96.

THIS INSTRUMENT WILL NOT AFFECT THE PROPERTY INTERESTS OF THE GRANTOR OR GRANTOR'S SPOUSE UNLESS THE GRANTOR OR GRANTOR'S SPOUSE SIGN AND ACCEPT THIS INSTRUMENT. THE PERSON SIGNING FOR THE GRANTOR OR GRANTOR'S SPOUSE SHALL SIGN WITH THE GRANTOR OR GRANTOR'S SPOUSE. IF THE GRANTOR OR GRANTOR'S SPOUSE IS DECEASED, THE INSTRUMENT SHALL BE VOID. IF THE GRANTOR OR GRANTOR'S SPOUSE IS A MINOR, THE INSTRUMENT SHALL BE VOID. IF THE GRANTOR OR GRANTOR'S SPOUSE IS A MENTALLY INCAPABLE PERSON, THE INSTRUMENT SHALL BE VOID. IF THE GRANTOR OR GRANTOR'S SPOUSE IS A MENTALLY INCAPABLE PERSON, THE INSTRUMENT SHALL BE VOID.

STATE OF OREGON, County of Malheur

This instrument was acknowledged before me on February 15th, 19 96, by Will A. Leoney.



My commission expires 3-15-97

STATE OF OREGON,

County of Malheur

Grantor's Name and Address
Mr. & Mrs. Will A. Leoney
50711 NW Old Portland Rd.
Scappoose, Or 97056
After recording return to Grantor, Address, Zip
Same as above

I hereby certify that the within instrument was recorded in the County of Malheur, State of Oregon, on the 15th day of February, 1996.



Notary Public for Oregon
My commission expires 3-15-97

ST. HELENS

6 - 10 - 90

EXHIBIT "A"

A parcel of land lying in the Thomas Jackson Donation Land Claim No. 44, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon; Beginning at the Southwest corner 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 136, page 274, Book Records of Columbia County, Oregon, a distance of 334.17 feet; thence North 88°13'15" East a distance of 613.67 feet; thence South 1°00'03" West a distance of 352.89 feet to the South line of said Brown tract; thence along said South line North 76°19'13" West a distance of 34.35 feet to an angle corner in said South line; thence North 89°45'27" West a distance of 829.26 feet to the point of beginning.

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

Beginning at the Northeast corner of the above described parcel; thence North 88°13'15" East a distance of 348.04 feet; thence North 87°28'12" East a distance of 459.58 feet to the Westerly right of way line of County Road "B"; thence along said Westerly right of way line South 7°54'39" East a distance of 1.12 feet; thence South 16°12'03" East a distance of 9.04 feet; thence leaving said Westerly right of way line South 87°28'12" West a distance of 461.90 feet; thence South 88°13'15" West a distance of 348.04 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.
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. 7322/7323 Tax Map ID No. 3N2W/24 BD 00600/00700

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

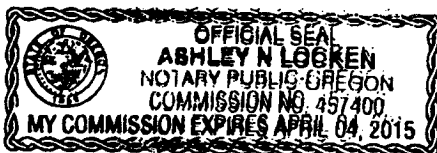
TO BE PREPARED BY
LICENSED SURVEYOR WHEN STREET
IS VACATED AND THE
STREET DIVIDED BY ABUTTING PROPERTY OWNERS

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 11/01/2013
(Property Owner's Signature) Date
Kathryn A. Antonich Nov 1, 2013
(Co-Property Owner's Signature [if any]) Date

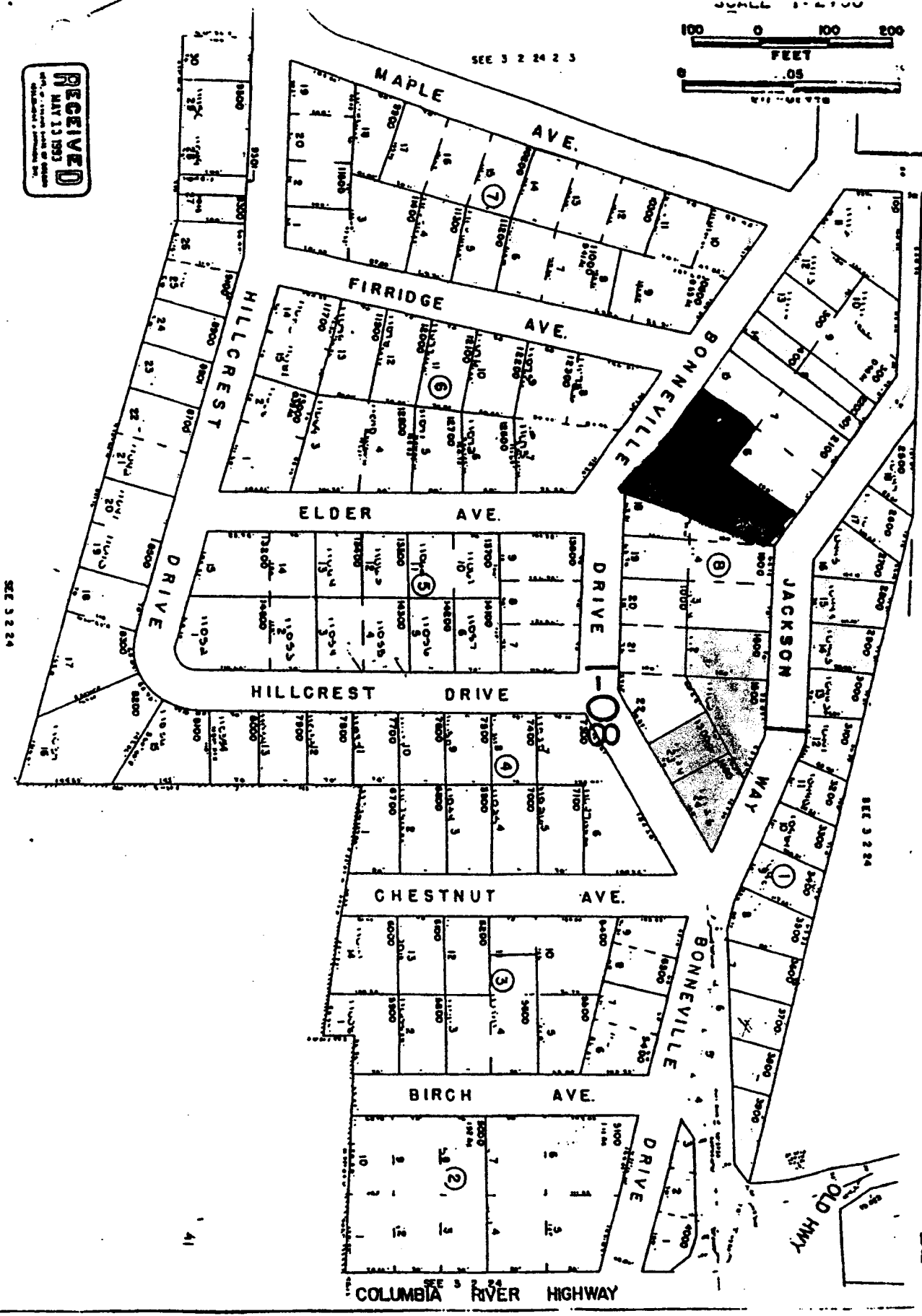
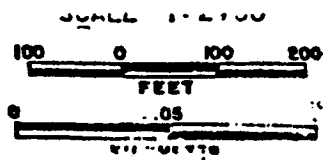
STATE OF OREGON)
County of Columbia) ss.

The foregoing instrument was acknowledged before me this 1st day of November, 2013 ^{ad}
Roger and Kathryn Antonich 2008, by



Ashley N. Lockren
Notary Public for Oregon
My Commission Expires:

RECEIVED
MAY 13 1953
U.S. DEPARTMENT OF AGRICULTURE
OFFICE OF LANDS AND WATER
WASHINGTON, D.C.



COLUMBIA COUNTY
THIS MAP HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY
Scale: 1" = 100' Current Revision Date: 4/23/53

PART I
3 2 24 2 3

3 2 24 2 4

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

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr COLUMBIA ACRES NO. 1
Block - 8 Lot - 16

Mailing Name ANTONICH ROGER & KATHRYN

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

267/910

Agent
In Care Of
Mailing Address 33341 BONNEVILLE DR
SCAPPOOSE, OR 97056

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	

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	0.16		
Grand Total								0.16		
										15,240

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

Lot 16, Block 8, COLUMBIA ACRES NUMBER 1, according to the Plat thereof recorded in Volume 2 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 611, 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 land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with appropriate city or county planning department to verify approved use.

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 tax statements 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 acknowledged to me, Notary Public for Oregon, that she executed the foregoing instrument to be

voluntarily and of her own free will and of her own accord, before me.

Notary Public for Oregon

My commission expires

State of Oregon, County of

Date:

Personally appeared

_____ who being

sworn, stated that he is the _____ of grantor

and acknowledged to me, Notary Public for Oregon, that he executed the foregoing instrument to be

voluntarily and of his own free will and of his own accord, before me.

Notary Public for Oregon

My commission expires

WARRANTY DEED

TO: Williams/Roberts Antonich

AFTER RECORDING RETURN TO

Roger J. Antonich
33341 Bonneville Dr.
Scappoose, Or. 97056

0747

(DON'T USE THIS
SPACE. RESERVE
FOR INDEXING
LABEL IN SUB-
TIER WHERE
USED.)

STATE OF OREGON, County of

I certify that the within instrument was re-

ceived for record on this _____ day of

February, 1987, at _____ o'clock

P.M. and recorded in Book 267, Page 901

of the records of Columbia County, Oregon.

Witness my hand and seal of office, at _____

Notary Public for Oregon

My commission expires

2-11-87

BOOK 267 PAGE 902

STATE OF OREGON,

County of Wallowa

FORM NO. 22 - ACKNOWLEDGMENT
STANDARD LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 28th 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 Casper
Notary Public for Oregon
My Commission expires 12-12-90

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

John A. Jones

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

TL-24 1/86

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

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr COLUMBIA ACRES NO. 1
 Block - 8 Lot - "17, PT 5,18"

Mailing Name ANTONICH ROGER J & KATHRYN A

Deed Reference # See Record

240/178

Agent

Sales Date/Price See Record

In Care Of

Appraiser JUDY GETTMAN

Mailing Address 33341 BONNEVILLE DR
 SCAPPOOSE, OR 97056

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 NO. 427-WARRANTY DEED (Individual or Community)

STANDARD FORM NO. 427-WARRANTY DEED (Individual or Community)

WARRANTY DEED

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' heirs, successors and assigns, that certain real property, with the improvements, hereditaments and appurtenances thereto belonging or appertaining, 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 Southeasterly along the West line of said Lots 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 Southeasterly 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.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

and that grantor 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 \$83,270.00

In construing this deed and where 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 16th 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*
Robert J. Lee, President

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of _____

19 _____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON, County of Columbia) ss.
October 16, 1981

Personally appeared _____ who, being duly sworn, did say that he is the president of R.J.L. Enterprises, Inc.

Enterprises, Inc. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in the full of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: *Maria M. Colborn*
Notary Public for Oregon
My commission expires: June 1, 1982

(OFFICIAL SEAL)

R.J.L. Enterprises, Inc.

P.O. Box 1112

Scappoose, OR 97056

GRANTOR'S NAME AND ADDRESS

Mr. and Mrs. Roger J. Antonich

St. 1, Box 137-5

Scappoose, OR 97056

GRANTEE'S NAME AND ADDRESS

After recording herein by _____

Roger J. & Kathryn A. Antonich

St. 1, Box 137-5

Scappoose, OR 97056

NAME, ADDRESS, ZIP

Should a change be requested all tax statements shall be sent to the following address:

NAME, ADDRESS, ZIP

6436

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19 _____

at _____ o'clock _____ M., and recorded in book _____/volume No. _____ on page _____ or as document/fee/tile/instrument/microfilm No. _____

Record of Deeds of said county.

Witness my hand and seal of County aforesaid.

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 BONEVILLE PR.
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. 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)

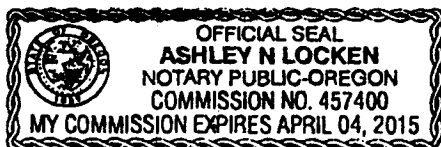
11-1-13
Date

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

11-1-13
Date

STATE OF OREGON)
) ss.
County of Columbia)

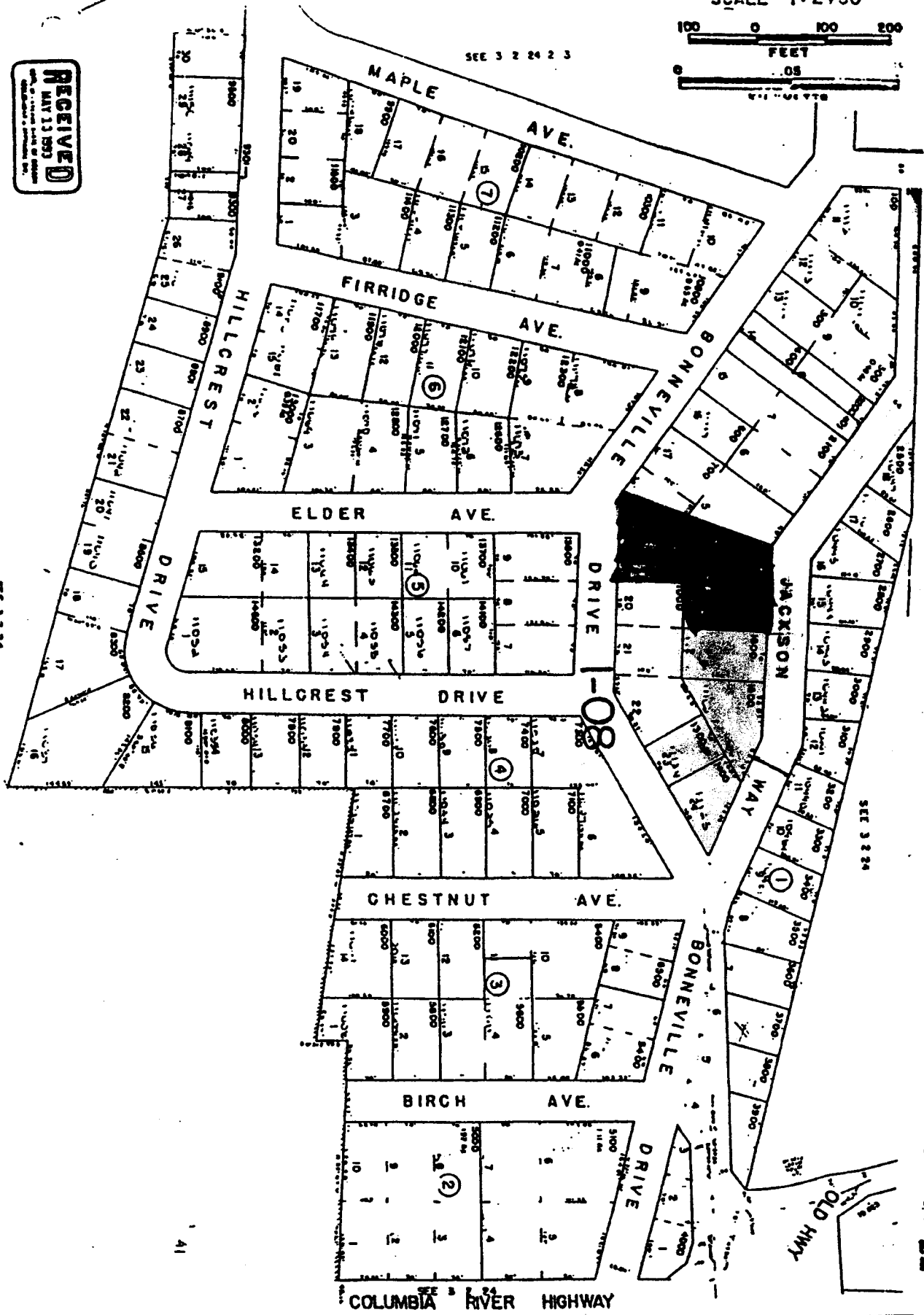
The foregoing instrument was acknowledged before me this 1st day of November, ²⁰¹³~~2008~~, by
Donald and Rosalie Erickson



Ashley Schmitt
Notary Public for Oregon
My Commission Expires:

RECEIVED
MAY 13 1953
OFFICE OF THE CLERK OF COURTS
COLUMBIA COUNTY, MISSOURI

SEE 3 2 2 4



COLUMBIA COUNTY
THIS MAP WAS RECORDED FOR ASSIGNMENT PURPOSES ONLY
Scale: 1" = 100' Corner Reference Date: 4/23/93

PART 1
3 2 2 4 2 3

3 2 2 4 2 4



00109320200900078640010016

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 Grantees' 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
 Donald V. Erickson

Rosalie D. 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.

Malinda A Gump
 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 Legal Descr COLUMBIA ACRES NO. 1 Block - 8 Lot - 3.4,19 PT 5.18 Mailing Name ERICKSON DONALD & ROSALIE REVOCABLE LIVI Agent In Care Of ERICKSON DONALD V & ROSALIE D Mailing Address 33369 BONNEVILLE DR SCAPPOOSE, OR 97056 Prop Class 401 MA SA NH Unit RMV Class 401 02 63 000 28163-1	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # 2009-7864 Sales Date/Price 08-14-2009 / \$0.00 Appraiser JUDY GETTMAN
---	---

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

Value Summary					
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



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	101	A	0.66		
Grand Total								0.66		84,810

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	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						1,136				214,340

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

- Tax Account No. 7321 Tax Map ID No. 3N2W24-BD-00401

- TO BE PREPARED BY LICENSED
SURVEYOR WHEN STREET IS
VALUED

- to the proposed vacation.
-  12-03-2013
(Property Owner's Signature) Date
-  12-03-13
(Co-Property Owner's Signature (if any)) Date

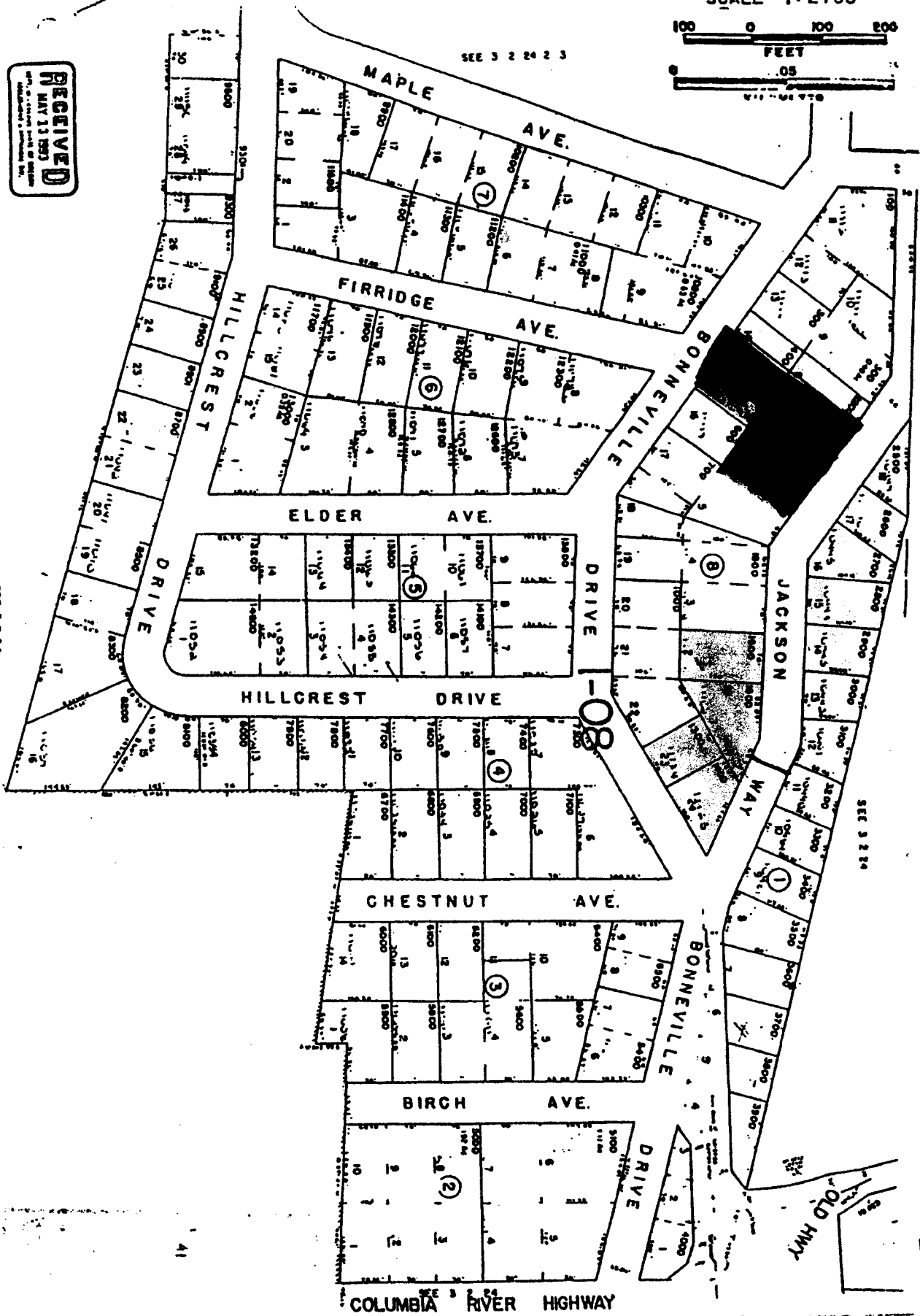
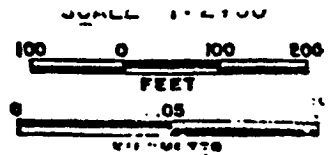
The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by James Sargent and Tena Sargent.

OFFICIAL SEAL
JILLANNA JEAN GIBB
NOTARY PUBLIC - OREGON
COMMISSION NO. 477346
MY COMMISSION EXPIRES APRIL 23, 2017

RECEIVED
MAY 11 1953

SEE 3 2 24

SEE 3 2 24 2 3



COLUMBIA COUNTY
THIS MAP HAS BEEN PREPARED FOR ASSISTANCE IN EASEMENTS ONLY
Scale: 1" = 100' Current Revision Date: 4/23/73

PART 1
3 2 24 2 3

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
0108	1	R		CO:RR-5	Rural Site	107.5	A	0.18		*
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"
 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
 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

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

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

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	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
Grand Total							1,476			173,070

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 8, 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 8, COLUMBIA ACRES NUMBER, in the County of Columbia and State of Oregon.

91000040
FIRST AMERICAN TITLE COMPANY ORDER NO.

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

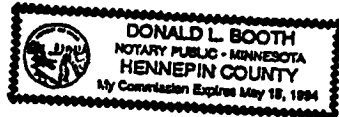
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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 134

Instrument # 91-136
Pages 2

ELIZABETH HUSER, County Clerk
By: E. Huser Deputy
Receipt # 92637 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 3333-Bonneville 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.
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. 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)

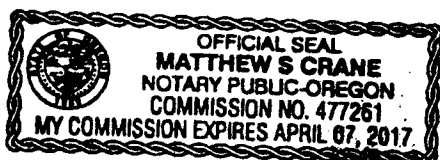
Date 11/15/13

[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 15th day of November, ²⁰¹³~~2008~~, by
Duane & Linda Fritz

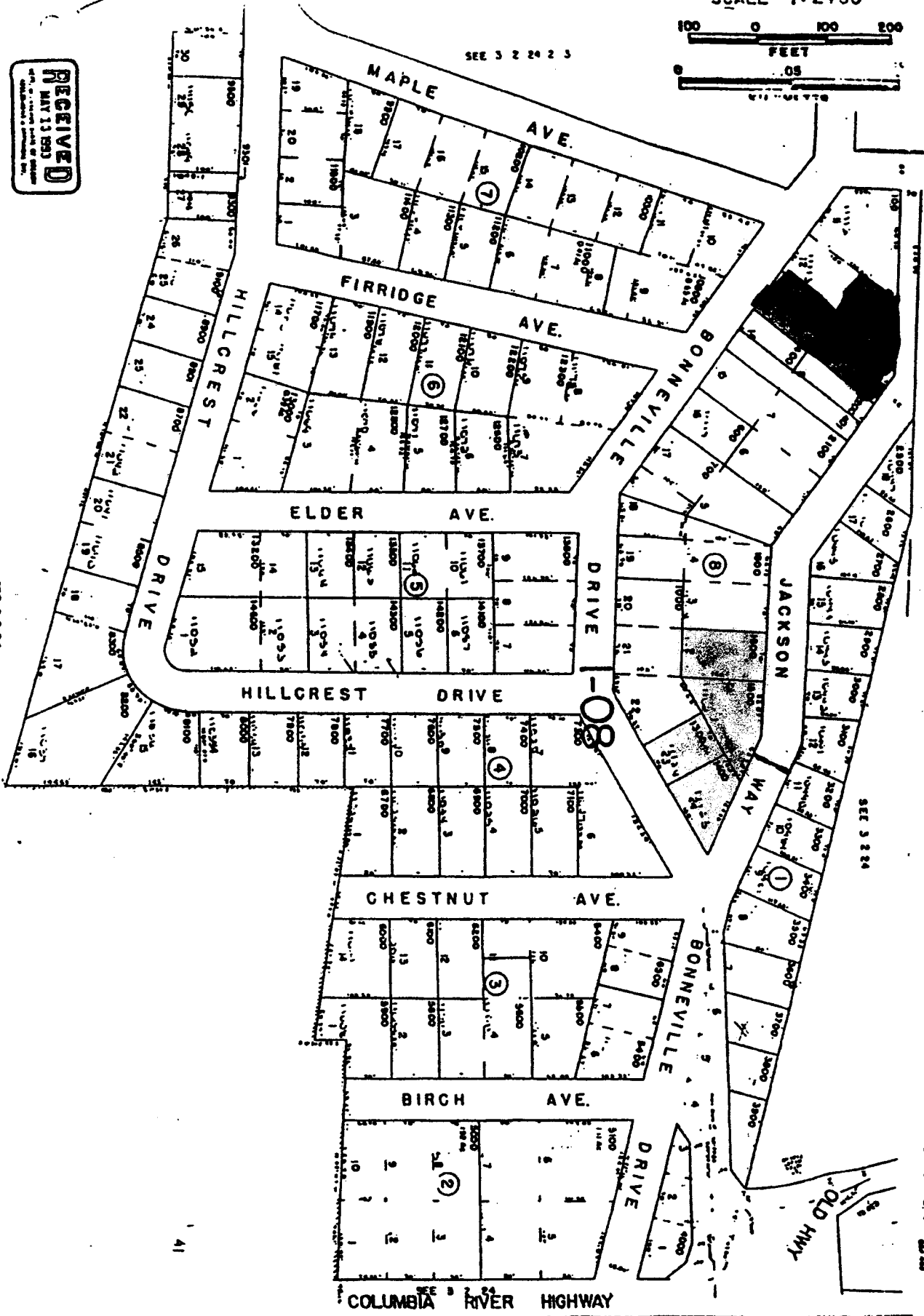
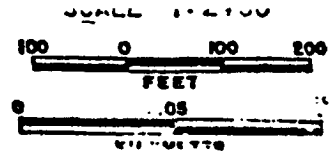


[Signature]
Notary Public for Oregon
My Commission Expires: April 7, 2017

RECEIVED
MAY 13 1993
OFFICE OF THE CLERK OF COURT
COLUMBIA COUNTY, MISSOURI

SEE 3 2 24

SEE 3 2 24 2 3



COLUMBIA COUNTY
THIS MAP HAS BEEN PREPARED FOR ASSISTANT PURPOSES ONLY
Scale: 1" = 100' Current Revision Date: 4/22/93

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 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(s)	Situs City
ID# 33297 BONNEVILLE DR	SCAPPOOSE

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		77,930	Land	0	
Impr.		246,720	Impr.	0	
Code Area Total	312,890	324,650	312,890	0	
Grand Total	312,890	324,650	312,890	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	0.48			77,930
Grand Total											77,930

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	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
Grand Total											246,720

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



00170019201300033230030032
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

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-FTPOR100OS

33297 Bonneville Dr.
Scappoose, OR 97056

A.P.N.: 32240 2400 30000

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

Dated: April 8, 2013

AFTER RECORDING RETURN TO
DOCUMENT PROCESSING SOLUTIONS, INC.
590 W LAMBERT RD
BREA CA 92821

20130073010-FTPOR100OS
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, 20 12

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:

LOT'S 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
(Property Owner's Signature)

10.27.13
Date

Benjamin O. Shaw
(Co-Property Owner's Signature [if any])

10.27.13
Date

STATE OF OREGON)

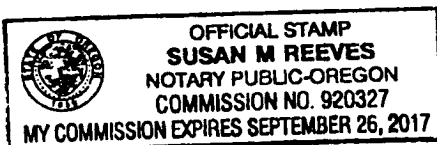
) ss.

County of Columbia)

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

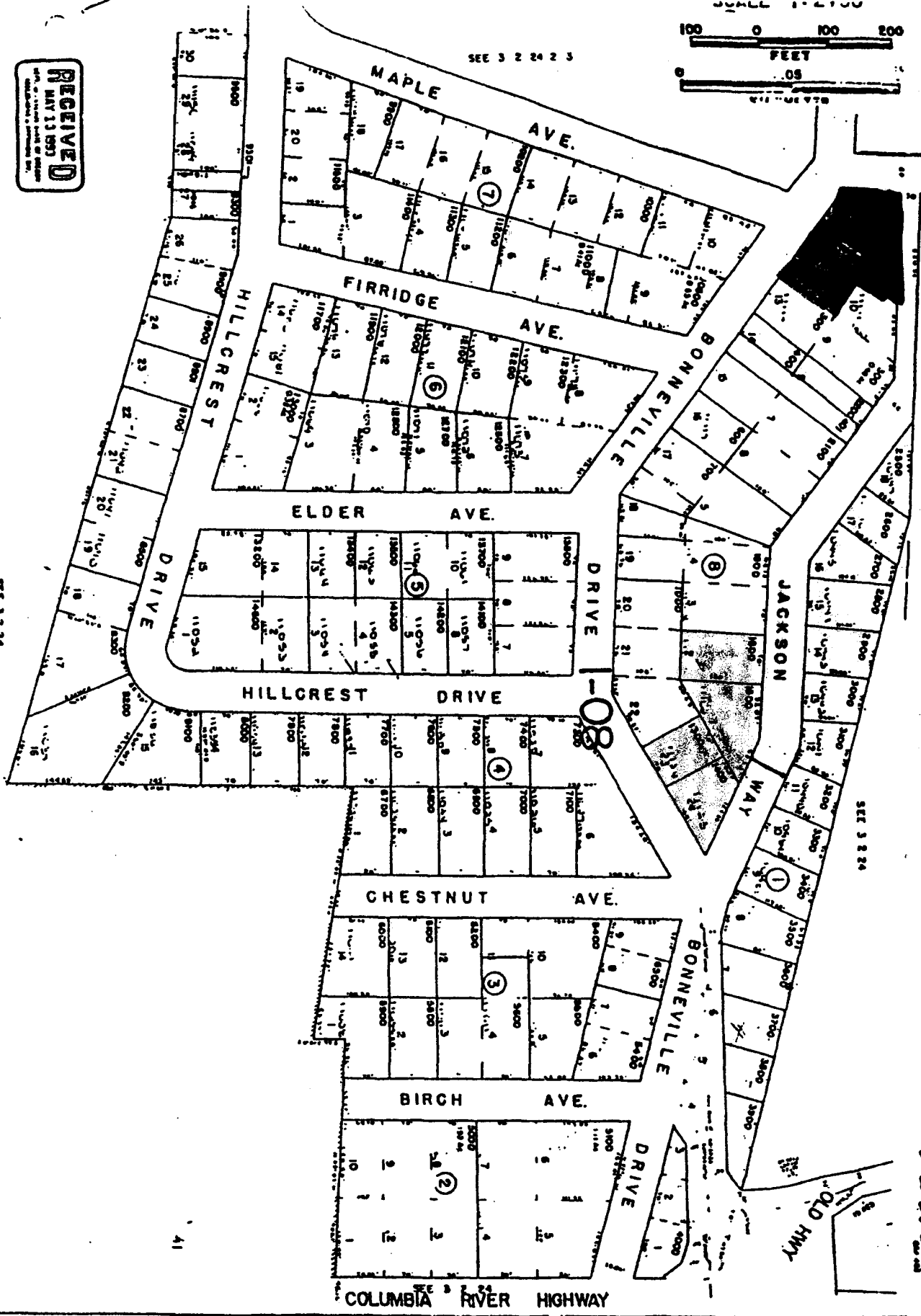
Susan M. Reeves
Notary Public for Oregon

My Commission Expires: Sept 26, 2017





SEE 3 2 24



COLUMBIA COUNTY
THIS MAP HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY
Scale: 1" = 100' Current Revision Date: 4/23/93

PART 1
3 2 24 2 3

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

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr COLUMBIA ACRES NO. 1
Block - 8 Lot - "11,12"

Mailing Name SHAW BENJAMIN O & BONNIE L

Deed Reference # 1999-7645 03-09939

Agent

Sales Date/Price 05-27-1999 / \$124,000.00

In Care Of

Appraiser

Mailing Address 33281 BONNEVILLE DR
SCAPPOOSE, OR 97056

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

Situs Address(s)	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

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	0.50		*
Grand Total								0.50		78,790

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended 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						2,284				278,910

Recorded By TICOR TITLE

78977

BARGAIN AND SALE DEED - STATUTORY FORM

THIS SPACE RESERVED FOR RECORDER'S USE

Grantor:

Grantee: 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 Bonneville Drive
Scappoose OR 97056

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

Escrow No. 789777 KJG
Title No. 789777

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

09939 TO JUN 27 P346



ELIZABETH HUSER, County Clerk

By: *[Signature]* Deputy

Booked: H2101, 1 of Pages 1

FEES: \$26.00

BONNIE L. SHAW WHO TOOK TITLE AS BONNIE L. CARSONER 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, Grantee, 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 30.930.

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

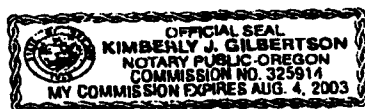
Dated this 23 day of June, 2003.

Bonnie L. Shaw
BONNIE L. SHAW WHO TOOK TITLE AS BONNIE L. CARSONER
Benjamin O. Shaw
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

Kimberly J. Gilbertson
Notary Public
My Commission Expires: 8/4/03



TICOR TITLE INSURANCE COMPANY
BARGAIN AND SALE DEED - STATUTORY FORM(CLOS)

PAGE 1

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
0200
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

Nude Luke
Notary Public for Oregon
My Commission Expires: 6-14-2015



EXHIBIT 178 Page 41 B "ALL PAGES"

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
 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 47954-1

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	0.08		001
Grand Total								0.08		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 11:00:24 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(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	Trended RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.10		001	500
Grand Total								0.10			500

Code Area	Yr Built	Stat Class	Improvement Breakdown			Total Sq. Ft.	Trended RMV
ID#			Description	TD%	Ex% MS Acct #		
Grand Total						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
 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 47485-1

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	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

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 2061-03804
 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	Land Breakdown					Trended RMY	
					Value Source	TD%	LS	Size	Land Class		LUC
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

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

240-01-03541

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
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		Trended RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.17		001		500
Grand Total								0.17				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 11:23:41 am

Account # 7335
 Map # 3N2W24-BD-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	Trended RMV
0108	1	R		CO:RR-5	Miscellaneous at Market	100	A	0.19	001	500
Grand Total								0.19		500

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

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 # 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	
Code Area Total	500	500	510		
Grand Total	500	500	510		

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	Miscellaneous at Market	100	A	0.17		001	500
Grand Total								0.17			500

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

After recording return to:

WAYNE WEIGANDT
365 S HWY 30
ST HELENS, 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 2, 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: Weldon 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

07-MIL (07-25481)

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 N. 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 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 \$100.00 . 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 ~~OREGON~~, County of Pima) ss.

This instrument was acknowledged before me on 4-2-2001, 2001,
by JEANNE WIGGANS, 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 8 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 received for record and recorded in the County of Columbia, State of Oregon.

O 3504 01 APR -5 P3:39



ELIZABETH FISER, County Clerk

By: *[Signature]*

Receipt # 2733 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

Code Area	AV	RMV	MAV	RMV Exception	CPR %
0108 Land		9,800		Land	0
Impr.		0		Impr.	0
Code Area Total	6,300	9,800	6,300		0
Grand Total	6,300	9,800	6,300		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	0.21		*	9,800
Grand Total								0.21			9,800

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

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

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

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

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 October

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 received for record and recorded in the County of Columbia, State of Oregon.

13310 '02 OCT 16 P3:41



ELIZABETH WEBER, County Clerk
By: [Signature] Deputy
Receipt # 3766 of Pages 4
FEE \$ 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 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 NH Unit
 RMV Class 400 02 63 000 10116-1

Situs Address(s) Situs City

Value Summary					
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Impr.		0		Impr.	0
Code Area Total	6,300	29,290	6,300		0
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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	0.19		
Grand Total									0.19	29,290

Code Area	Yr Built	Stat Class	Improvement Breakdown			Total	Trended	
ID#			Description	TD%	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

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52131 Columbia River Highway
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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)

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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

Demi Cusyle
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 P3:11



ELIZABETH WILSON, County Clerk
By: [Signature] Deputy
Receipt # 31669 of Pages 4
FEES \$ 41.00

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

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

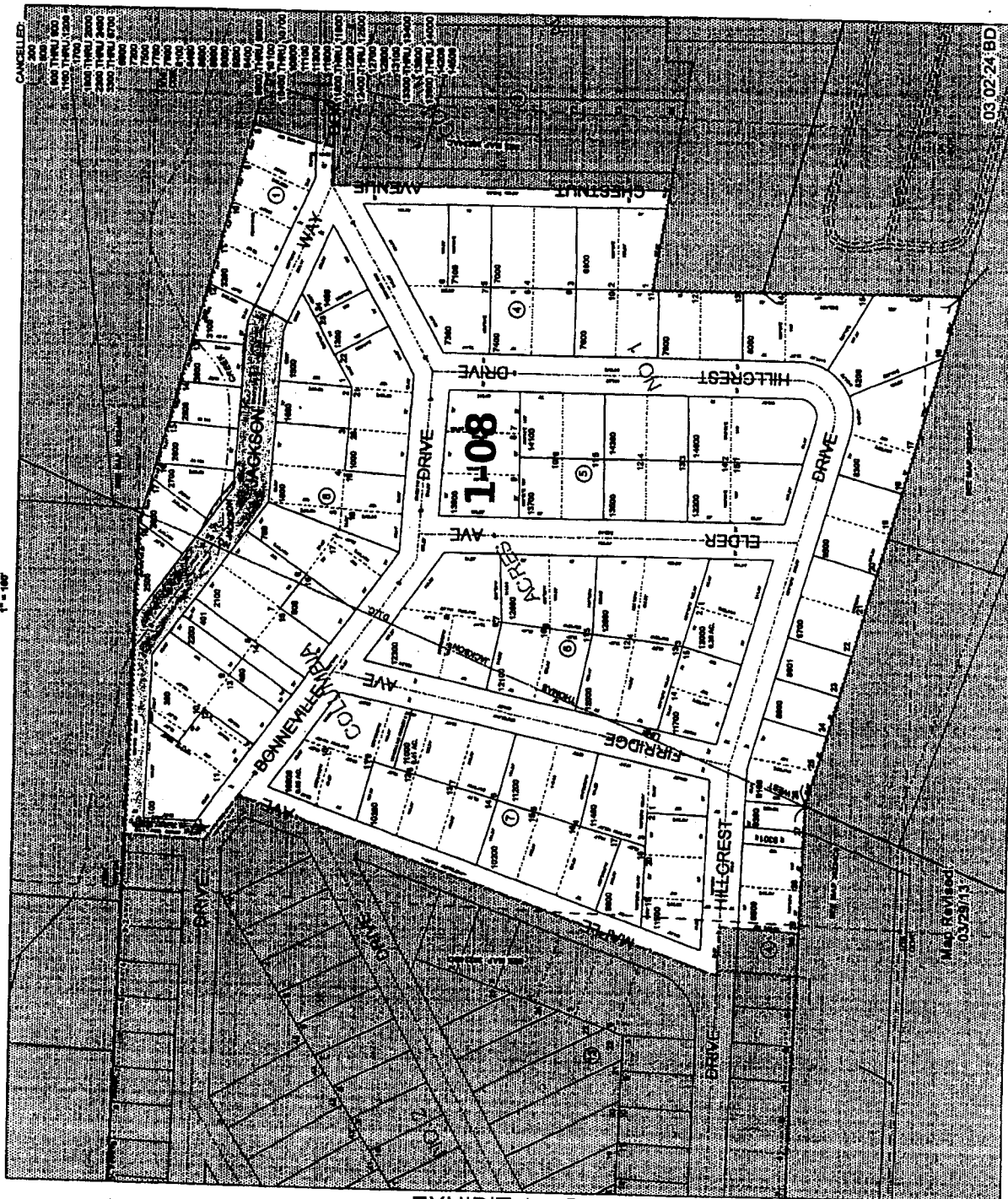
Book: 223 Page: 49
in Columbia County, Oregon.

BRAD WEIGANDT
 3002 NE 7TH AVE
 PORTLAND OR 97212
 503-810-8860
 BRAD_WEIGANDT@MSN.COM
 RD. TO BE
 VACATED

PARCELS OWNED BY
 BRAD WEIGANDT

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

1" = 100'





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

Dennis M. Bluchel

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

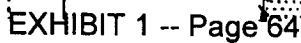
Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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%



P.O. Beks 1, 2, 3 Col Ac H

24/ 179
12/23/16

W.G. POMEROY

... D E E D ...

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. 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 moving 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. Rasm

W.E. Stevens Approved as to Form

W.G. Pomroy

S.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)

J.C. Watts

Notary Public for Oregon.
My commission expires Apr. 1,

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 improvement, 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 tract for the installation, operation and maintenance of water, gas, sewer, telephone and electric lines and other services now or hereafter 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 successor 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 on account of such violation; but such restrictions and conditions shall remain in force only until January 1, 1970, after which time they shall be extended for successive periods of ten years, unless changed by a vote of the majority of the then property owners of the lots.

AMERICAN TRUST CO.

By

[Signature]
[Signature]
[Signature]

Know All Men by These Presents, That **AMERICAN HOMES COMPANY, a Co-part-**

nership composed of **J. E. Kutscher, Ralph Fowler, and Harry V. Mallica**

in consideration of **(10.00) Ten** Dollars,

and other valuable considerations

to **it** paid by **Arila A. Wright and Rose L. Wright, husband and wife**

do hereby grant, bargain, sell and convey unto said **Arila A. Wright and Rose L. Wright,**

their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated in the **Columbia** acres

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

all of lots **12 & 13** Block **1** **Columbia** acres Part **1** all of lots **1 & 2** Block **8** **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 **Arila A. Wright and Rose L. Wright, husband and wife**

their heirs and assigns forever

And **AMERICAN HOMES COMPANY**

the grantor.

above named do hereby 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 this sale is made subject to certain restrictions, reservations, easements and conditions affecting **Columbia** acres appearing of record in the County Clerk's office **Columbia** County, **Oregon**.

and that Grantors will and it's 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**, 19. **60**.

EXECUTED IN THE PRESENCE OF

Ester E. Allison

AMERICAN HOMES COMPANY

Ralph Fowler (SEAL)
(Partner)
Harry V. Mallica (SEAL)
(Partner)
John J. ... (SEAL)
(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

In and for said

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.

Ethel L. Allison
Notary Public for Oregon.

My Commission Expires Dec. 9 1960



Warranty Deed

American Home Company

TO

Arline A. Wright & Ross 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 4:10 o'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 Consequences.

By *Harriet Sanden*
Deputy.

Return to

Mr and Mrs Wright
7225 S E Thorburn
Portland 15 Ore.

250 250

(Rec'd 5/3/84)

BY-LAWS

of

BCCM

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

The fiscal year of the association shall begin the first day of July in each year.

ARTICLE V and the association will give note to secure the Association for the purpose of building and improving the Association's Membership of the Association. The construction loan shall be repaid by the Association.

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 depositories 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

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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

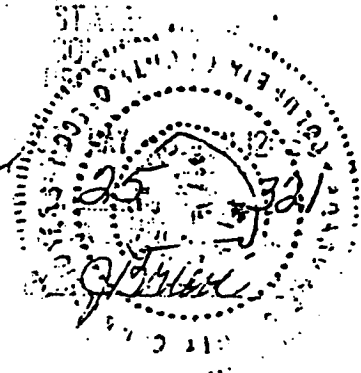
Amendments

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

move



Petition For Vacation By Brad Weigandt

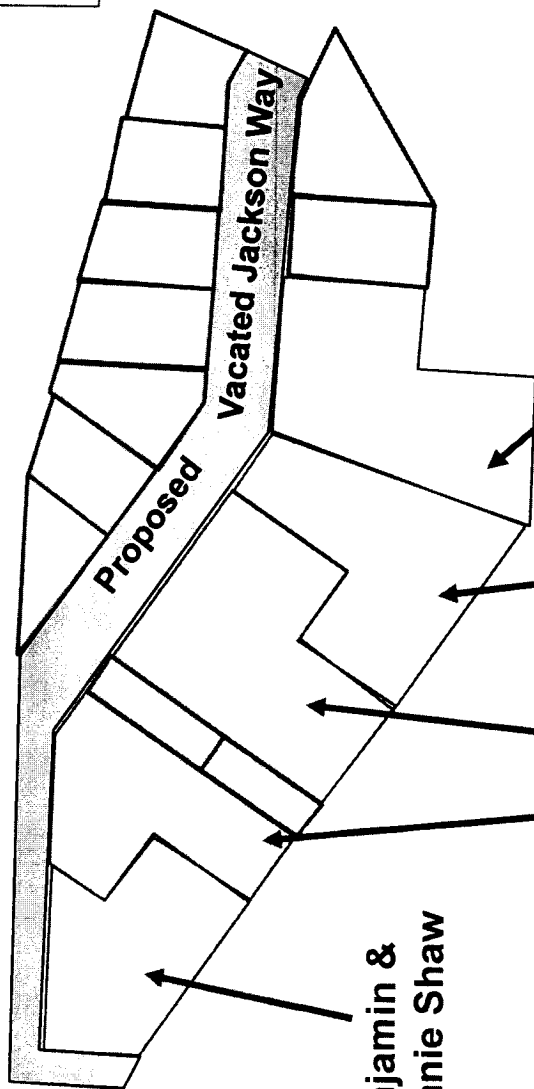
EXHIBIT 2

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

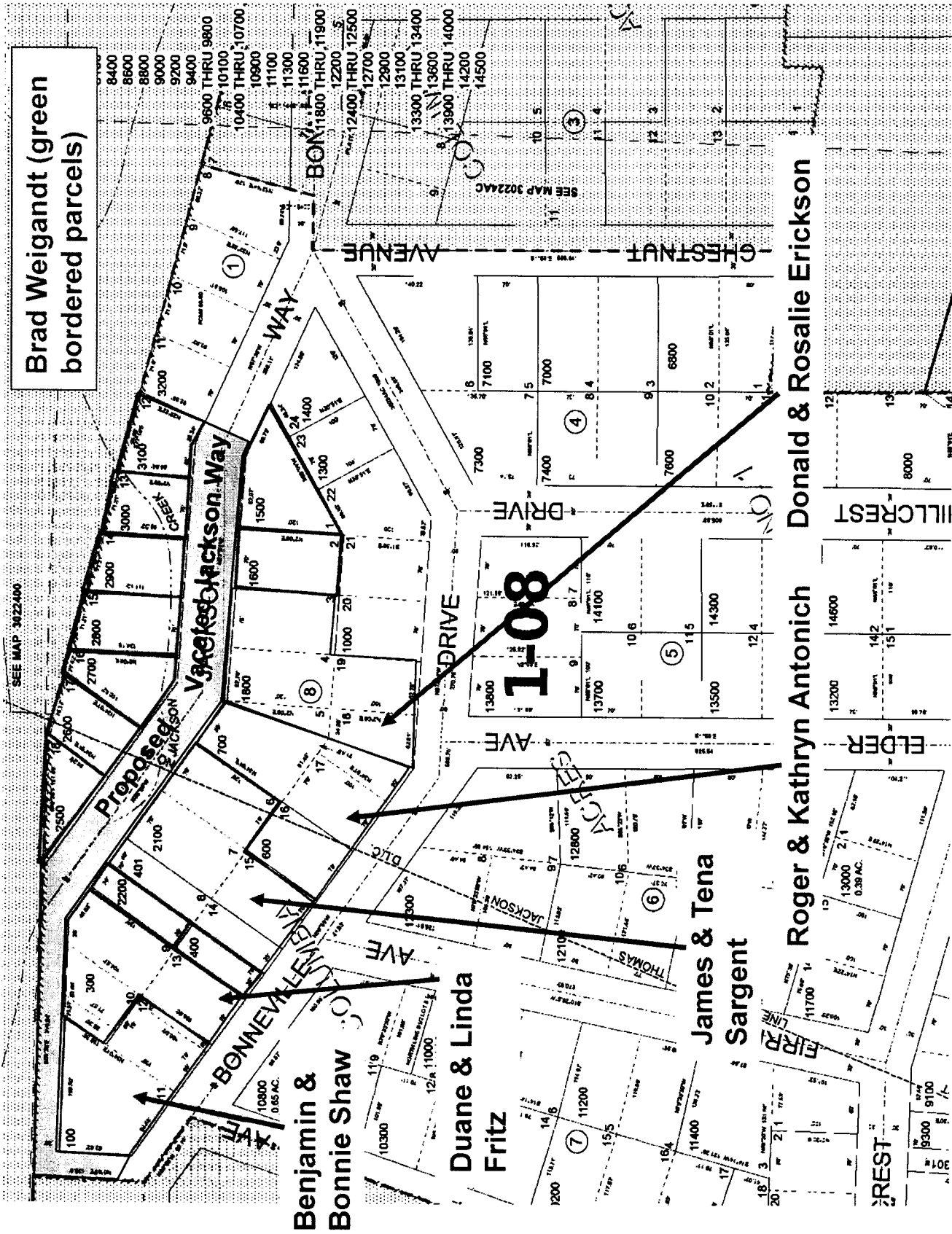


EXHIBIT 3



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

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

A handwritten signature in black ink that reads "David Hill".

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.

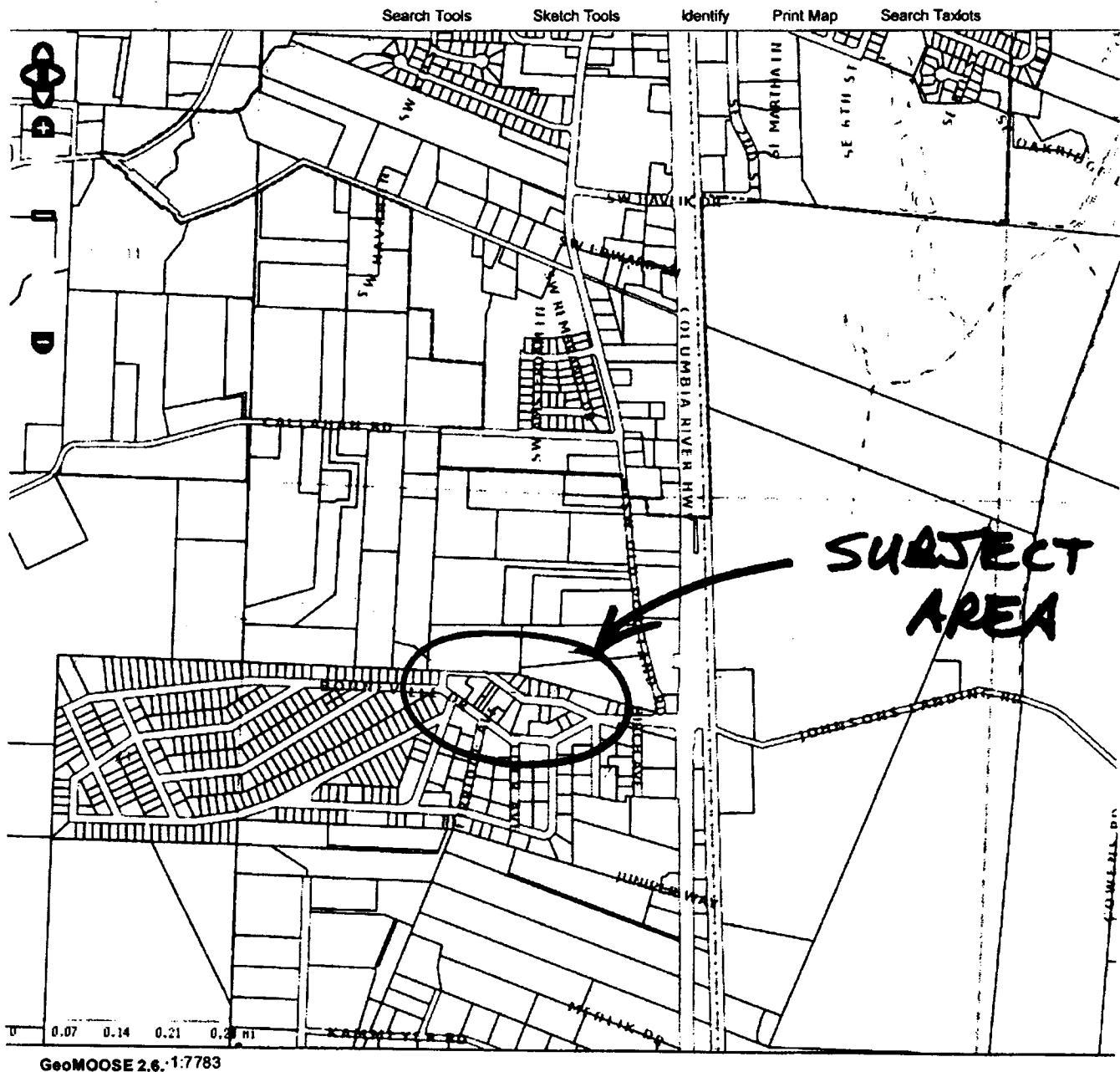
Reynolds Land Survey Inc. has provided a legal description of the proposed vacated road right-of-way (Exhibit B), and the proposed right-of-way vacation is highlighted on Exhibit C.

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.

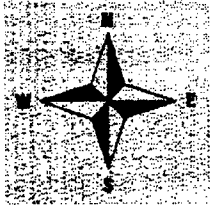
EXHIBIT A

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



JACKSON WAY
ROAD VACATION

VICINITY MAP



**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 $89^{\circ}25'$ 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 $89^{\circ}25'$ 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 $00^{\circ}35'$ 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 $89^{\circ}25'$ 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 $00^{\circ}35'$ 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 $87^{\circ}51'$ 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

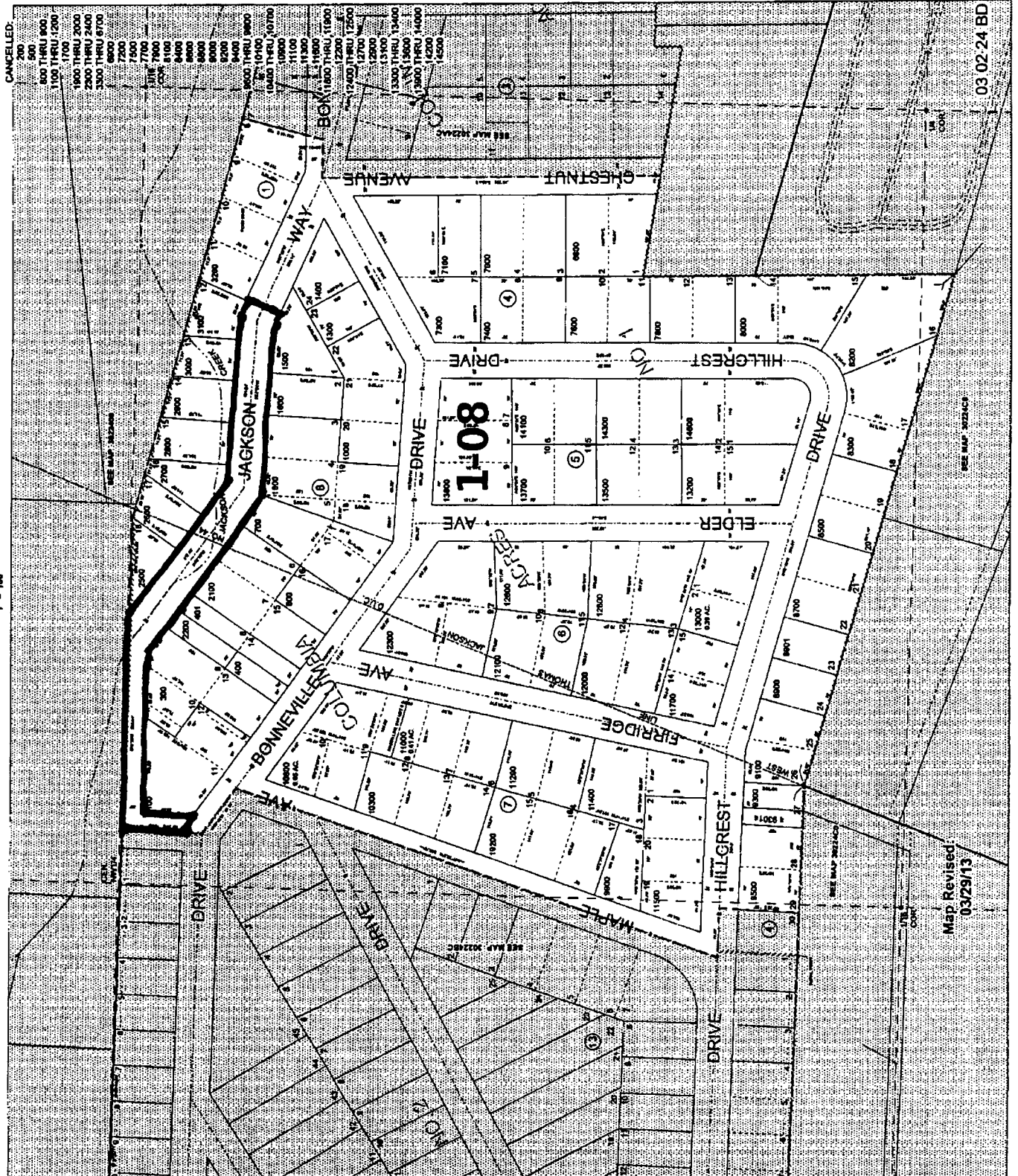
03 02 24 BD

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

0 25 50 100 Feet

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 100'



03 02 24 BD

IRREVOCABLY BOUND PARCEL CREATION COVENANT

BRADLEY WEIGANDT, the owner of lots 12, 13, 14, 15, 16, 17, 18, Block 1, of Columbia Acres No. 1 Columbia County, Oregon 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 of land within 300 feet of said property.

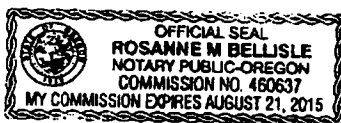
BRADLEY A. WEIGANDT
Printed Name of Property Owner(s)

[Signature] 2/4/14
Property Owner(s) Signature Date

ACKNOWLEDGMENT

State of Oregon)
County of Columbia)

Before me this 6 day of Feb, 2014 Bradley A. Weigandt personally known to me, appeared before me and acknowledged the foregoing instrument.



[Signature]
Notary Public for Oregon

My commission expires 8/21/2015

After recording return to:
Land Development Services

BRAD WEIGANDT
3002 N E 7TH AVE
PORTLAND, OR 972012

COLUMBIA COUNTY, OREGON 2014-000751
DEED-COV
Cnt:1 Pgs:1 HUSERB 02/06/2014 10:42:53 AM
\$5.00 \$11.00 \$20.00 \$5.00 \$10.00 = \$61.00



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

IRREVOCABLY BOUND PARCEL CREATION COVENANT

BRAD WEIGANDT, the owner of lots 8, 14, Block A, of Columbia Acres No. 1
Columbia County, Oregon 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 of land within 300 feet of said property.

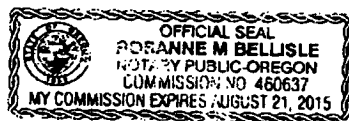
BRADLEY A. WEIGANDT
Printed Name of Property Owner(s)

[Signature] 2/4/14
Property Owner(s) Signature Date

ACKNOWLEDGMENT

State of Oregon)
County of Columbia)

Before me this 6th day of Feb., 2014 Bradley A. Weigandt personally
known to me, appeared before me and acknowledged the foregoing instrument.



After recording return to:
Land Development Services

[Signature]
Notary Public for Oregon

My commission expires 8/21/2015

BRAD WEIGANDT
3002 N E 7TH AVE
PORTLAND, OR 972012

COLUMBIA COUNTY, OREGON 2014-000750
DEED-COV
Cnt=1 Pgs=1 HUSERB 02/06/2014 10:42:38 AM
\$5.00 \$11.00 \$20.00 \$5.00 \$10.00 = \$61.00



00181608201400007500010019

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