

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

In the Matter of Conveying Certain Real Property
known as Chapman Landing, near Scappoose, Oregon,
to the City of Scappoose, and removing its designation
as a County Recreational Facility

ORDER NO. 21-2019

[Tax Map ID No. 3117-000-00400; Tax Account No.
5318]

WHEREAS, Columbia County (hereinafter, the “County”) is the owner of certain real property in Columbia County, which is more particularly described in Exhibit A to Exhibit 1, attached, and is commonly known as Chapman Landing (hereinafter, the “Property” or “Chapman Landing”); and

WHEREAS, the County acquired the Property from the Port of St. Helens in 2005 through a bargain and sale deed that contains a reversionary clause requiring the property to be used for public park or public recreational purposes; and

WHEREAS, in accordance with that deed, the County adopted Order No. 41-2013, which designated Chapman Landing as a County Recreational Facility under Ordinance No. 94-9, *as amended*, and identified it as part of the Crown-Zellerbach Trail; and

WHEREAS, the City of Scappoose (hereinafter, the “City”) has acquired property adjacent to Chapman Landing and wishes to acquire Chapman Landing to develop it as a public park; and

WHEREAS, the City intends to prioritize the development of Chapman Landing as a park, consistent with the general development concept of the Crown-Zellerbach Trail; and

WHEREAS, the County is willing to transfer its interest in the Property to the City, subject to the terms and conditions of the Agreement for Transfer of Chapman Landing (hereinafter, “Agreement”), attached hereto as Exhibit 1, which was fully executed on March 27, 2019; and

WHEREAS, ORS 275.330 authorizes the County to transfer Chapman Landing to the City without approval at an election, if after holding a hearing on the conveyance, the County finds that the conveyance is in the best interest of the public;

WHEREAS, in accordance with ORS 275.330, the Board scheduled a public hearing on the transfer for April 10, 2019, and published notice of the hearing in the *Spotlight* on March 29 and April 5, 2019; and

WHEREAS, due to the cancellation of the Board’s April 10th meeting, the hearing was rescheduled to April 17th, with written notice provided at the time and place set for the April 10th meeting;

WHEREAS, on April 17, 2019, the Board held a public hearing and received testimony on the transfer of Chapman Landing to the City; and

WHEREAS, the Board then closed the hearing, deliberated towards a decision, and voted to approve the transfer of Chapman Landing to the City, finding that it is in the public interest because the City intends to expeditiously develop Chapman Landing as a public park or recreational area consistent

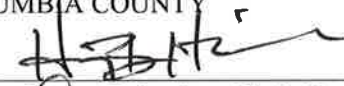
with the terms of the 2005 bargain and sale deed and the general development concept of the Crown-Zellerbach Trail;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The above recitals are adopted as findings in support of the Board's decision; and
2. The Board of County Commissioners authorizes the conveyance of the Property to the City of Scappoose subject to the terms and conditions of the Agreement for Transfer of Chapman Landing, attached hereto as Exhibit 1 and incorporated herein by this reference; and
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B to the Agreement; and
4. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County without costs.
5. Upon transfer of the Property to the City, the Property's designation as a County Recreational Facility under Ordinance No. 94-9 shall cease.

DATED this 17 day of April, 2019.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY

By: 
Henry Heimuller, Chair

By: 
Margaret Magruder, Commissioner

By: 
Alex Tardif, Commissioner

Approved as to form
By: 
Office of County Counsel

AGREEMENT FOR TRANSFER OF CHAPMAN LANDING

This Agreement (hereinafter, the "Agreement") is by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, and the CITY OF SCAPPOOSE, an Oregon municipal corporation, for the transfer of Chapman Landing.

RECITALS

WHEREAS, Columbia County (hereinafter, the "County") is the owner of certain real property in Columbia County, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and is commonly known as Chapman Landing (hereinafter, the "Property" or "Chapman Landing"); and

WHEREAS, the County acquired the Property from the Port of St. Helens in 2005 through a bargain and sale deed that contains a reversionary clause requiring the property to be used for public park or public recreational purposes; and

WHEREAS, in accordance with that deed, the County has designated Chapman Landing as a County Park; and

WHEREAS, the City of Scappoose (hereinafter, the "City") wishes to acquire Chapman Landing in order to further develop it as a public park; and

WHEREAS, the City is also willing to accept jurisdiction over portions of the following County roads: JP West Road, EM Watts Road, and Columbia Avenue; and

WHEREAS, the County is willing to transfer its interest in the Property to the City, subject to the terms and conditions herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, County agrees to transfer the Property to City and City agrees to accept the Property on the following terms:

1. Consideration. In consideration of the County's transfer of Chapman Landing and payment in the sum of \$60,000 to the City for the pavement overlay of JP West Road, the City agrees to accept jurisdiction over the following roads "AS-IS":
 - A. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037). As a condition of the City's acceptance;
 - B. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on

the southern side of the roadway), including the bridge (NBI# 13344A); and

C. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.

2. Deed Restrictions. City agrees to accept the following restrictions, which shall be incorporated into the deed:

A. If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

B. The City shall be responsible for changing the zoning of the Property from industrial to a zone that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

C. In the event that a public road, such as a Scappoose bypass is proposed to be located adjacent to the Property, the City and its successors and assigns waive any right to remonstrate against the location of the road, as long as the road does not encroach on the Property.

D. The City shall allow and accommodate equestrian use on the Property to the extent such use complies with the rules and regulations of the United States Army Corps of Engineers.

3. Condition of Property and Title.

A. The City shall acquire the Property "AS IS" with all faults, without covenants or warranties.

B. The County shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;

C. The transfer of the Property is subject to any municipal liens, easements and encumbrances of record.

D. The Quitclaim Deed will reserve to the County:

i. The mineral and associated rights specifically provided for in Exhibit B; and

ii. If applicable, all rights to any County, public, forest or Civilian Conservation Corps roads; and

E. The City shall rely on the results of inspections and investigations completed by the City,

and not upon any representation made by the County.

4. Conditions of Closing/Additional Terms and Conditions.

- A. Conditions of Closing. The County's obligation to transfer the Property is conditioned upon the following occurring no later than the Closing Date, unless otherwise specified or waived by the County:
- i. Prior to transferring the Property to the City, the County shall rescind the Property's designation as a County Park in accordance with ORS 275.330.
 - ii. The County Board of Commissioners will adopt an Order authorizing the transfer of the Property to the City in accordance with terms and conditions substantially the same as those provided for in this Agreement.
 - iii. The City will accept the Quitclaim Deed substantially in form of Exhibit B, hereto.
 - iv. In accordance with ORS 373.270, the County will surrender jurisdiction and the City shall acquire jurisdiction over the following roads "AS-IS":
 1. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037);
 2. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on the southern side of the roadway), including the bridge (NBI# 13344A); and
 3. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.
 - v. The County will remit to the City a sum in the amount of sixty-thousand dollars (\$60,000) for the pavement overlay of JP West Road.
- B. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, the rights and obligations of Parties shall terminate. In the event of said termination, City's agreement provided for in Section 4.B.vii, below, shall survive termination.
- C. Additional Terms and Conditions. The Parties agree to the following additional terms and conditions, which shall survive closing:
- i. Prior to commencing park development, the City shall obtain the approval of the County Board of Commissioners for park development plans. The County shall review the plans for consistency with the Crown-Zellerbach Trail concept and

development.

- ii. The City shall establish a kiosk for the Crown-Zellerbach Trail at the intersection of West Lane and the Crown-Zellerbach Trail.
- iii. The City shall include the County as an equal partner in park branding, signage, brochures, and other promotional materials, and shall where appropriate, note the connection with the Crown-Zellerbach Trail and other Columbia County parks and recreational facilities.
- iv. The City shall maintain the park site.
- v. In the event of future boat moorage development at the park, the City shall provide slip space, including related storage space, for the County at no charge.
- vi. CITY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PROPERTY, INCLUDING ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED

5. General Provisions.

- A. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement, must be in writing and signed by the party to be bound, and shall be delivered to the following:

FOR COUNTY:
Board of County Commissioners
c/o Board Office Administrator
230 Strand, Room 330
St. Helens, OR 97051
Phone No: 503-397-3839

FOR CITY:
Michael Sykes, City Manager
City of Scappoose
33568 E. Columbia Avenue
Scappoose, OR 97056
Phone No: 503-543-7146 ext. 226

- B. Assignment. This Agreement is not assignable by the parties.
- C. Closing. The Parties intend to close the transfer on or before April 15, 2019, with the actual time and date of closing (the "Closing") to be set by County at its sole discretion. The sale shall be "Closed" when the Quitclaim Deed is recorded by the County.
- D. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 5.C, above.

- E. Attorneys' Fees. In the event a suit, action, arbitration or other proceeding of any nature whatsoever to enforce or interpret this Agreement, the parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Statutory Bargain and Sale Deed; and Exhibit B, Quitclaim Deed.
- G. Governing Law. This Agreement is made and executed under and in all respects shall be governed and construed by the laws of the State of Oregon.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. No Third Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- J. Time of the Essence. Time is of the essence of this Agreement.
- K. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. The parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. No Merger. The terms and conditions set forth in this Agreement, including, but not limited to those set forth in Sections 2-4, shall survive Closing and shall not merge with the deed.
- N. Closing Date. The Closing Date shall be April 15, 2019.
- O. STATUTORY DISCLAIMERS.

“THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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

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

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below,

///

have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

CITY OF SCAPPOOSE

By: Michael Sykes
Michael Sykes, City Manager

Date: 3-18-19

Attested

Susan M. Reeves
City Recorder

Approved as to form

By: Peter O. White
City Attorney

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY

By: Henry Heimuller
Henry Heimuller, Chair

By: Margaret Magruder
Margaret Magruder, Commissioner

By: Alex Tardif
Alex Tardif, Commissioner

Date: 3-27-19

Approved as to form

By: [Signature]
Office of County Counsel

EXHIBIT A

Legal Description for Map ID No 3117-000-00400 and Tax Account No. 5318

PARCEL 1: Portions of Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon described as:

That portion of Section 17 as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon; **ALSO**, that portion of Section 17 as described by metes and bounds in Parcels A and B of deed dated January 16, 1947 recorded in Book 91, Page 515, Deed Records of Columbia County, Oregon; **ALSO** that portion of Section 17 as described by metes and bounds in deed dated February 6, 1964 recorded in Book 154, Page 251, Deed Records of Columbia County, Oregon.

Excepting therefrom any portion lying below the high water line of the Willamette Slough and Multnomah Channel.

Also excepting a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Port of St. Helens tract as described in Parcel 1, Instrument No. 97-00606, Clerk's Records, Columbia County, Oregon being Northerly, Easterly and Downstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence

North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

Together with a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Anthony P. Loos, Trustee (or any successor Trustee) of the C. H. Loos Revocable Trust - Credit Shelter By-Pass Fund, under Agreement dated November 7, 1991 tract as described in, Instrument No. 93-11296, Clerk's Records, Columbia County, Oregon lying Southerly, Westerly and Upstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

PARCEL 2: Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon.

EXCEPTING THEREFROM: That portion of the above described tract which falls within the boundaries of the City of Scappoose tract as described in Parcel 1 of Instrument No. 02-08446, Clerk's Records, Columbia County, Oregon

Tax Account No: 3117-000-00400 and 3100-000-00200.

EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

City of Scappoose
c/o City Manager
33568 E. Columbia Avenue
Scappoose, OR 97056

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto the City of Scappoose hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. **3117-000-00400** and Tax Account No. **5318** and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is other consideration received.

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

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.
- 4) If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
- 5) The City shall be responsible for changing the zoning of the Property from industrial to a zone

that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns my re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

6) In the event that a public road, such as a Scappoose bypass is proposed to be located adjacent to the Property, the City and its successors and assigns waive any right to remonstrate against the location of the road, as long as the road does not encroach on the Property.

7) The City shall allow and accommodate equestrian use on the Property to the extent such use complies with the rules and regulations of the United States Army Corps of Engineers.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ adopted on the ____ day of _____, 20__, and filed in Commissioners Journal at Book ____, Page ____.

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

///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///

NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Grantor has executed this instrument this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: *[Signature]*
Office of County Counsel

By: _____
Henry Heimuller, Chair

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

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20__, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

Accepted by:
City of Scappoose

By: *Michael Sykes*
Michael Sykes, City Manager

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

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18th day of March, 2019 by Michael Sykes, City Manager, City of Scappoose, on behalf of which the instrument was executed.

Susan Marie Reeves
Notary Public for Oregon

