) BOOK 12/PAGE 4587

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Accepting a 40-Foot Wide Trail Easement and a 0.37-Acre Park Easement from Holce Logging Co, Inc. for the Expansion of the Crown-Zellerbach Recreational Trail

ORDER NO. 13-2021

WHEREAS, Holce Logging Co., Inc. (hereinafter, "Grantor"), owns an approximately 106-acre property near Vernonia in Columbia County, Oregon, identified as Tax Map #4403-00-00100, on which Grantor conducts forestry activities; and

WHEREAS, Columbia County (hereinafter, "County") owns and maintains the Crown-Zellerbach Trail, which is a 28-mile recreational trail and transportation facility that extends from Chapman Landing in Scappoose to Grantor's property in Vernonia; and

WHEREAS, the County intends to connect the Crown-Zellebach Trail with the 21-mile Banks-Vernonia Trail in Vernonia; and

WHEREAS; Grantor desires to donate through the Easement Agreement attached hereto as Attachment 1 and incorporated herein by this reference, a 40-foot wide trail easement through Grantor's property to extend the Crown-Zellerbach Trail and an approximately 0.37-acre park easement for trail amenities, such as a trailhead parking lot, informational kiosks, restrooms, picnic tables, benches and a bike repair station; and

WHEREAS, the 40-foot wide trail easement is described in Exhibit A to Attachment 1 and depicted in Exhibit C to Attachment 1; and the 0.37-acre park easement is described in Exhibit B to Attachment 1 and depicted in Exhibit C to Attachment 1; and

WHEREAS, the Board of County Commissioners (hereinafter, the "Board")supports the extension of the Crown-Zellerbach Trail through Grantor's property because such extension would provide one of the final links to fully connect the trail from Scappoose to Vernonia and Banks-Vernonia Trail; and

WHEREAS, the Board also supports the addition of a park with amenities to serve Crown-Zellerbach Trail, which would increase public's use and enjoyment of the Crown-Zellerbach Trail; and

WHEREAS, pursuant to ORS 275.320, the Board may, by order, designate any real property it acquires as a county forest, park or recreational area;

NOW, THEREOFRE, THE BOARD HEREBY ORDERS, as follows:

1. The trail easement and park easement granted in the Easement Agreement, which is attached hereto as Attachment 1 and incorporated herein by this reference, are hereby accepted.

ORDER NO. 13-2021

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COLUMBIA COUNTY, OREGON 2021-004558 DEED-OR 04/12/2021 03:26:42 PM Cnt=1 Pgs=15 HUSERB 04/12/2021 03:26:42 PM This is a no fee document NO FEE 00286385202100045580150152

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 2. The easements described in the Easement Agreement shall be designated and declared to be a Recreational Facility of Columbia County, Oregon, subject to the "Columbia County Forest, Parks and Recreation Ordinance."

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- 3. The easements described in the Easement Agreement shall also be designated as a transportation facility, consistent with the remainder of the Crown-Zellerbach Trail and the Columbia County Transportation System Plan, as amended.
- 4. A certified copy of this Order shall be recorded in the Columbia County Deed Records without costs.
- 5. The Easement Agreement, attached as Attachment 1, shall be recorded in the Columbia County Deed Records without costs.

DATED this _____day of April, 2021.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON By: Margaret ruder, Chair By: Casey Garrett. Commissioner By: Henry Heimuller, Commissioner Counsel

Approved as to form

Office of County

By:

BOOKIZIPAGE 4589 ATTACHMENT 1

After recording, return to: Columbia County Board of Commissioners 230 Strand Street St. Helens, OR 97051

. A.

EASEMENT AGREEMENT BY AND BETWEEN COLUMBIA COUNTY and HOLCE LOGGING CO, INC.

THIS EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **HOLCE LOGGING CO, INC.** (hereinafter referred to as "Grantor") and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, (hereinafter referred to as "County" or "Grantee").

WHEREAS, Grantor owns an approximately 106-acre property near Vernonia in Columbia County, Oregon, identified as Tax Map #4403-00-00100, on which Grantor conducts forestry activities; and

WHEREAS, County owns and maintains the Crown-Zellerbach Trail, which is a 28-mile recreational trail and transportation facility that extends from Chapman Landing in Scappoose to Grantor's property in Vernonia; and

WHEREAS, County intends to connect the Crown-Zellerbach Trail with the 21-mile Banks-Vernonia Trail in Vernonia; and

WHEREAS, a trail easement for the Crown-Zellerbach Trail through Grantor's property would provide one of the final links to connect the two trails; and

WHEREAS, a park easement for a trailhead parking lot and other trail amenities, such as informational kiosks, restrooms, and picnic tables, would provide a point of access as well as a rest area for trail users; and

WHEREAS; the County therefore desires to obtain, and Grantor is willing to convey subject to reservations for any other legal rights that do not infringe on the rights granted herein, a trail easement through Grantor's property to extend the Crown-Zellerbach Trail;

EASEMENT AGREEMENT

NOW, THEREFORE, based upon the consideration provided herein, consisting of the parties' mutual promises, the parties hereby agree as follows:

- 1. The above recitals are incorporated herein.
- 2. <u>Easement Area</u>. The easement area is composed of one trail easement and one park easement, as described below, which together constitute the "Easement Area" and are also collectively referred to as the "Easements":
 - A. <u>Trail Easement</u>. Subject to the terms and conditions described herein, Grantor grants to County a perpetual, non-exclusive easement to construct, reconstruct, install, use, operate, inspect, repair, and maintain a public recreational trail and transportation facility

over, under, upon and across the property hereinafter referred to as "**Trail Easement A**," and described as follows:

Trail Easement A is described in Exhibit A and depicted in Exhibit C, both of which are attached hereto and incorporated herein by this reference.

B. <u>Park Easement</u>. Subject to the terms and conditions described herein, Grantor grants to County a perpetual, non-exclusive easement to construct, reconstruct, install, use, operate, inspect, repair, and maintain a public recreational park, with trail amenities, including but not limited to a trailhead parking lot, informational kiosks, restrooms, picnic tables, benches, and a bike repair station, over, under, upon and across the property hereinafter referred to as "**Park Easement B**," and described as follows:

Park Easement B is described in Exhibit B and depicted in Exhibit C, both of which are attached hereto and incorporated herein by this reference.

- 3. <u>Terms and Conditions</u>. The Easements granted herein are granted subject to the following terms and conditions:
 - A. Purpose. The purpose of this conveyance is to allow County and its successors and assigns to control land development within the Easement Area, while allowing Grantor and its successors and assigns to conduct forestry activities on surrounding property owned by Grantor and its successors and assigns ("Grantor Property"). Neither party intends that this conveyance, or any subsequent development or management policies for the Easement Area, shall directly or indirectly restrict any otherwise permissible uses of the Grantor Property. County acknowledges the protections afforded to Grantor's operation of the Grantor Property pursuant to ORS 30.930 through 30.947, and acknowledges that public policy as established by the legislature of the State of Oregon favors the protection of commercial forestry activities. County acknowledges the following provision of Oregon law, as set forth by ORS 30.933(2)(c): "PERSONS WHO LOCATE ON OR NEAR AN AREA ZONED FOR FARM OR FOREST USE MUST ACCEPT THE CONDITIONS COMMONLY ASSOCIATED WITH LIVING IN THAT PARTICULAR SETTING." Therefore, County covenants and agrees that County shall not bring or cause to be brought against Grantor or the Grantor Property any action, claim, or suit, whether seeking injunctive relief, damages, or other legal or equitable remedies (including, without limitation, actions or claims based on noise, vibration, odors, smoke, dust, mist from irrigation, use of pesticides, and use of crop production substances), in connection with the following activities on the Grantor Property (collectively, the "Forestry Activities"): (i) site preparation; (ii) timber harvest; (iii) slash disposal; (iv) road construction and maintenance; (v) tree planting; (vi) pre-commercial thinning; (vii) release; (viii) fertilization (including aerial application); (ix) animal damage control; (x) insect and disease control; and (xi) any other lawfully conducted or commercially reasonable activities and operations related to the ownership, management, and operation of commercial forestland. County further acknowledges for itself and for its successors and assigns that the use of the Property by County and its successors, assigns and invitees is subordinate to present and future

Forestry Activities, and waives, for itself and for its successors and assigns, the right to legally oppose or appeal the Forestry Activities. Additionally, County, for itself and its successors and assigns, agrees and covenants with Grantor and its successors and assigns that it will: (a) cooperate with Grantor in the preparation and review of permits relating to the ownership, management, and operation of the Grantor Property; (b) not object to or attempt to delay the issuance of permits relating to the realization of value on the Grantor Property; (c) consult with Grantor regarding public statements to be made by County with regard to the Forestry Activities; and (d) provide reasonable and timely access to the Easement Area to allow Grantor to investigate any assertions by County of negative or adverse effects of the Forestry Activities on the Property. County shall release. indemnify, defend and hold harmless Grantor and Grantor's directors, officers, agents and employees, successors and assigns from and against any and all claims, suits actions, liability, damage, loss, cost or expense, including but not limited to attorneys' fees, at trial or on appeal, that Grantor and/or its directors, officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of the Easement Area; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or person, arising in any manner out of County's use of said Easement Area or as result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of County, its officers, agents, employees, and/or invited guests. County's liability herein is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution and ORS 30.260 to ORS 30.300, the Oregon Tort Claims Act.

- B. <u>Duration</u>. The Easements are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.
- C. <u>Rights Conveyed and Obligations</u>. The rights conveyed to and corresponding obligations imposed on the County are as follows:
 - (1) To develop, preserve, and maintain the area within the Trail Easement for a recreational trail for the benefit of Columbia County and the general public, and to construct and maintain signage and other trail amenities within the Trail Easement.
 - (2) To make topographical changes to the Easement Area for the purpose of developing and maintaining the trail and park area.
 - (3) To develop within the Park Easement a public recreational park with trail amenities, including but not limited to a trailhead parking lot, informational kiosks, restrooms, picnic tables, benches, and a bike repair station.
 - (4) To enter upon the Easement Area for all reasonable and necessary construction, maintenance, and repair of the Easement Area. Such maintenance shall include, but not be limited to mowing, weed spraying, paving, sealing, resurfacing, or otherwise keeping the trail and park area in a serviceable and safe condition.

JBOOK (2) PAGE 4592 To manage vegetation within the Easement Area through removal and/or

- (5) To manage vegetation within the Easement Area through removal and/or trimming of trees, shrubs, grasses, or exotic or noxious plant species, in order to maintain appropriate sight lines as determined by Columbia County at its sole discretion, and otherwise as necessary keep the Easement Area in a serviceable and safe condition and maintain the integrity of the trail and park area.
- (6) To establish rules for the use of the Easement Area, such as not limited to hours of access, vehicle restrictions, and other types of use restrictions.
- (7) To charge fees for parking in the Park Easement for County use. However, the County shall provide the parking free of charge for the first twenty (20) years of the park's existence, after which the County may charge a reasonable fee.
- (8) To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the County regarding the Easement Area.
- (9) Indemnification: County agrees to indemnify and hold harmless Grantor, and Grantor's officers, agents, employees from and against any and all liability, damage, loss, expense, claim or demand therefor, including attorney's fees, suffered by or asserted against Grantor, or Grantor's officers, agents and employees, as a result of any injury to or death of any person or persons, or loss or damage to any property including, without limitation, property of the parties hereto, resulting from or arising out of the performance or nonperformance of this Agreement by County, and/or County's officers, agents, or employees, except when such liability, damage, loss or expense is caused by the sole negligence, or conditions created solely by, Grantor or Grantor's officers, agents, or employees . This paragraph is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution and ORS 30.260 through 30.300, the Oregon Tort Claims Act.
- (10) <u>Insurance</u>. To obtain, at its own cost and expense, and maintain the following insurance coverage:
 - a. Comprehensive general liability insurance of not less than \$2,000,000 combined single limit for bodily injury and property damage providing coverage for operations and independent contractors.
 - b. Automobile liability insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage for owned automobiles, non-owned automobiles, and hired automobiles.

Said policies shall name Grantor as an additional insured with respect to performance of this Agreement. County shall provide Grantor with copies of any insurance policies obtained by the County pursuant to this paragraph.

- (11) <u>Compliance with Laws and Regulations</u>. County shall comply with all applicable laws, statutes, ordinances and regulations of Federal, State and local governments and agencies thereof. County shall be responsible for and shall obtain all permits and licenses required in its use of the Easement Area for purposes stated herein.
- D. <u>Reservations of Grantor</u>. Grantor reserves the following:
 - (1)Mineral Resources Reservation. To the extent not heretofore excepted, reserved or conveyed, Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said Easement Area together with the right to enter upon said Easement Area, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said Easement Area as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said Property, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the Easement Area and rights hereby reserved; Provided, however, that County and County's successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Easement Area or to the improvements thereon caused by the exercise of any rights herein reserved; and Provided further, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.
 - (2) <u>Timber Reservation</u>. Grantor reserves to itself all timber now on or hereafter growing within the Easement Area, together with the right to remove said timber. County shall refrain from any damage to trees; *provided*, however, that County shall be allowed to remove and/or trim trees to maintain or improve use of the trail and park and to protect the public from the imminent threat of injury from hazardous trees. Except when removing or trimming trees that pose an imminent threat to public safety, if the County desires to remove merchantable timber, County shall notify Grantor in writing and cooperate with Grantor to maximize the value of such timber harvest for Grantor. In the event that County damages any merchantable timber, County shall compensate Grantor for such damage at

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the current market value of said timber.

- (3) <u>Reservation for Ingress and Egress for Timber Harvest Operations</u>. Reserving unto Grantor, its successors and assigns, the right of ingress and egress over and across all of the hereinabove described Easement Area for the purpose hereinafter set forth upon the following terms and conditions:
 - a. This reservation shall provide Grantor with ingress to and egress from Grantor's property for Timber Harvest Operations and Forest Management Activities. "Timber Harvest Operations" shall be defined as, but not be limited to, all processes involved in the cutting, yarding, processing, loading, or hauling, but excluding all operations associated with road construction from, or to any timber property, owned by Grantor. "Forest Management Activities" shall mean all other forest management activities other than Timber Harvest Operations, including, but not limited to silvicultural site preparation, forest roads, road construction, restoration projects, aerial and ground application of forest chemicals, and other silvicultural practices.
 - b. To the extent feasible, Grantor will give County five (5) days' notice prior to using the Easement Area for Timber Harvest Operations or Forest Management Activities.
 - c. Grantor shall have unrestricted use of the Easement Area in order to access any of its timberlands for the purpose of fire detection or suppression or complying with any applicable law
 - d. During any Timber Harvest Operations or Forest Management Activities as determined by Grantor to pose a potential hazard to users of the Easement Area, that portion of the Easement Area being used for said purpose will be closed to the public. Grantor and County shall work together to ensure Easement Area is closed to the public during these operations and activities.
 - e. County shall be responsible for constructing and maintaining the Easement Area, including, but not limited to, the drainage structures, to allow normal use by County and Grantor vehicles at all times.
 - f. Grantor shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Easement Area, including, but not limited to drainage structures, occasioned by it that is in excess of that which it would cause through normal and prudent usage of said Easement Area.
 - g. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

- h. In the event either party paves the Trail Easement, or any portion thereof, the pavement depth of the road surface shall be adequate to support log hauling and the width of the running surface shall be a minimum of 12 feet.
- i. The speed limit for all County and Grantor motorized vehicles on the Trail Easement shall not exceed 25 miles per hour. Except for County vehicles, emergency vehicles and vehicles authorized by Grantor, there shall be no other motor vehicles on the Trail Easement.

E. <u>Additional Terms</u>.

- (1) The Easements granted herein are subject to the following:
 - a. All easements and rights of way for public roads and utilities heretofore established and existing on said Easement Area.
 - b. All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said Easement Area.
 - c. All planning, zoning, health and other governmental regulations, if any, affecting the Easement Area.
 - d. All matters of public record and/or evident from a visual inspection on the ground.
 - e. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
- (2) Grantor covenants that it will not erect or maintain any structure or improvement in the Easement Area which could, in the estimation of County, interfere with the operation or maintenance of the Easement Area as a public recreational trail and park. Except as otherwise provided herein, Grantor shall not take or allow any actions that jeopardize or interfere with the safe operation of the trail and park or otherwise interfere with County's rights under this Easement Agreement.
- 4. <u>Notice</u>. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been duly given if served personally or if deposited in the United States mail in a sealed envelope, postage prepaid, by registered or certified mail, addressed to the party to be served at the address set forth below; and such service by registered mail shall be equivalent to personal service.

FOR COUNTY:	FOR GRANTOR:
General Services Director	Randall Holce
Columbia County	Holce Logging, Inc.
250 Strand Street	PO Box 127
St. Helen, OR 97051	Vernonia, OR 97064

- 5. <u>Relationship Between the Parties</u>. The easements granted herein are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture partnership or any similar relationship between Grantor and County.
- 6. <u>Amendment</u>. This Agreement shall not be modified or amended except by written instrument executed by the Parties hereto and recorded in the official records of Columbia County.
- 7. <u>Waiver</u>. Any failure by either party to exercise a right to terminate this Agreement in case of default by the other party shall not constitute a waiver of any obligation to perform strictly in accordance with the terms and conditions of the Agreement.
- 8. <u>Entire Agreement</u>. This Easement Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.
- 9. <u>Severability</u>. If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- 10. <u>Venue</u>. Any claim, whether for damages, or otherwise, arising out of this Agreement, shall be brought in the Circuit Court of Columbia County, Oregon.
- 11. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 12. <u>Representations</u>. Grantor expressly represents that it has the legal authority to grant the easements described herein.

	IN WITNESS WHEREOF, we have signed this document this	day of	,
2021,			

<u>GRANTOR</u> :	
HOLCE LOGGING CO., INC.	

By: _____

DOKIZIPAGE 4596.

Name: _____

Title: _____

Date: _____

STATE OF OREGON

County of Columbia

)) ss.)

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	The foregoing instrument was acknowledged before me this	day of, 2021,	
by	, as		of
Holce	ogging Co. Inc.		

Holce Logging Co., Inc.

Notary Public for Oregon My commission expires:

ACCEPTED BY GRANTEE:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

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By: ______ Margaret Magruder, Chair

By: ____

Casey Garrett, Commissioner

By: _

Henry Heimuller, Commissioner

TRAIL EASEMENT A

BOOKIZ'SAGE

From the East line of Section 3 to the East line of Easement B

A variable width easement, 40 feet in width, being 20 feet on either side from Station 0+00 to 14+44.41 and 30 feet in width from Station 14+44.41 to the end of the following described centerline over a portion of that tract of land conveyed to Holce Logging Co., Inc. by deed recorded as Instrument No.1993-5651, Columbia County Deed Records. Located in the NE quarter of Section 3, Township 4 North, Range 4 West, W.M., Columbia County, Oregon being described as follows:

Beginning at the intersection of an existing road grade and the East line of Section 3, said point being S 2°33'09" W a distance of 208.64 feet from the Closing Corner common to Sections 3 and 2;

Thence along the centerline of said road grade S 80° 45' 00" W a distance of 109.17 feet to the beginning of a curve to the right having a Radius of 480.00 feet, a Delta of 42° 44' 30" and a Chord which bears N 77° 52' 45" W 349.83 feet; Thence along the Arc of said curve, a distance of 358.07 feet;

Thence N 56° 30' 30" W a distance of 158.73 feet to the beginning of a curve to the left having a Radius of 188.00 feet, a Delta of 80° 42' 55" and a Chord which bears S 85° 59' 45" W 243.48 feet; Thence along the Arc of said curve, a distance of 264.84 feet;

Thence S 48° 30' 00" W a distance of 135.97 feet to the beginning of a curve to the right having a Radius of 105.00 feet, a Delta of 71° 30' 00" and a Chord which bears S 84° 15' 00" W 122.69 feet; Thence along the Arc of said curve, a distance of 131.03 feet;

Thence N 60° 00' 00" W a distance of 165.74 feet to the beginning of a curve to the right having a Radius of 200.00 feet, a Delta of 13° 30' 00" and a Chord which bears N 53° 15' 00" W 47.01 feet; Thence along the Arc of said curve, a distance of 47.12 feet;

Thence N 46° 38' 56" W a distance of 74.48 feet to the beginning of a curve to the left having a radius of 165.00 feet, a central angle of 67° 40' 04" and a chord which bears S 84° 21' 10" W 183.74 feet; Thence along the arc of said curve, a distance of 194.87 feet;

Thence S 86° 00' 00" W a distance of 164.39 feet to a point on the East line of Easement B, said point being S 86°16'03" W a distance of 272.23' feet from a 5/8" rebar.

The sidelines of this easement shall extend and terminate at the East line of said Holce tract and the East line of said Easement B.



PARK EASEMENT B

An easement for a public recreational park over a portion of that tract of land conveyed to Holce Logging Co., Inc. by deed recorded as Instrument No.1993-5651, Columbia County Deed Records. Located in the NE quarter of Section 3, Township 4 North, Range 4 West, W.M., Columbia County, Oregon being more particularly described as follows:

Beginning at a point on the North line of the Holce Logging Tract, also being the North line of Section 3, said point being S 87°39′43″ E a distance of 779.70 feet from the North Quarter corner of said Section 3;

Thence along said North line S 87°39'43" E a distance of 160.00 feet;

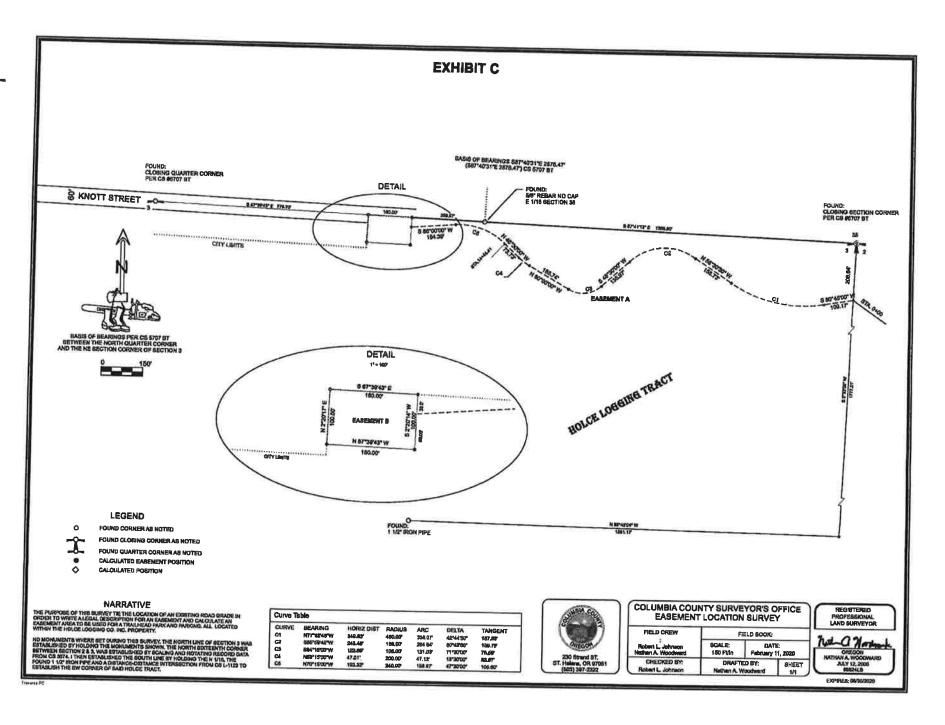
Thence S 2°20'17" W a distance of 100 feet;

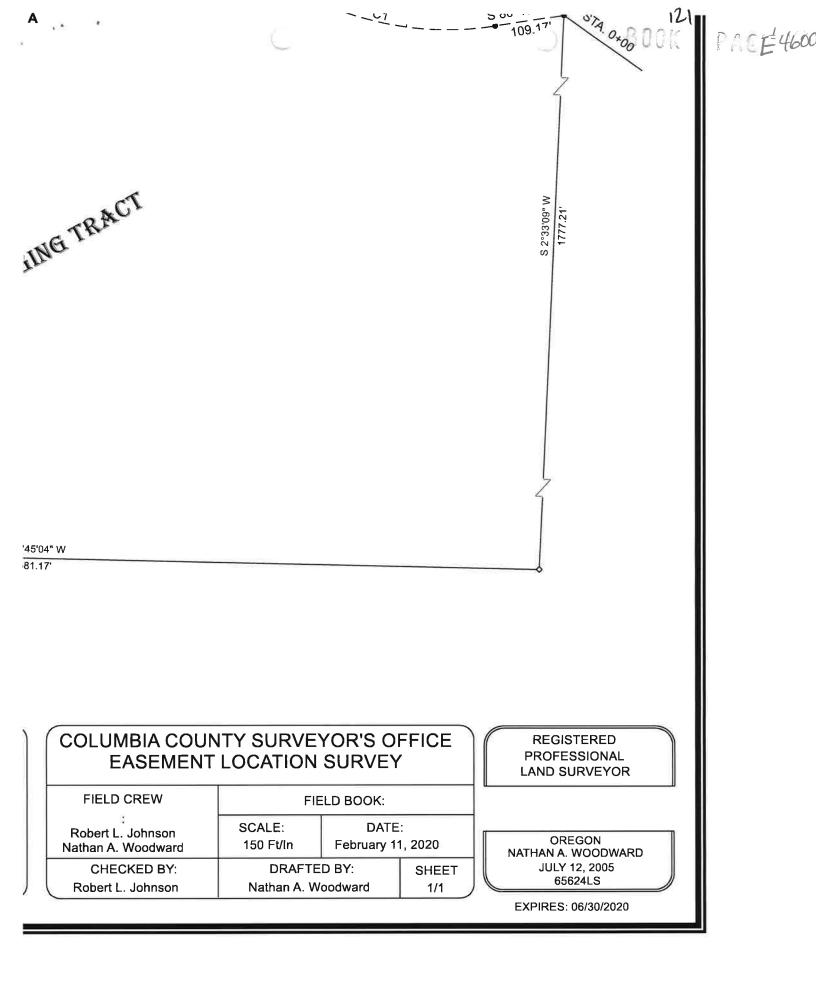
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Thence N 87°39'43" W a distance of 160.00 feet;

Thence N 2°20'17" E a distance of 100.00 feet to the point of beginning, containing .37 acres more or less.

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DRAFT Columbia Economic Team website "Welcome Letter"

Welcome to Columbia County Oregon. We're a place of distinctive communities with deep history, a vibrant present and a bright future. Situated between the Oregon Coast and the nearby Portland urban area, we're small-town, semi-rural, and enjoying a quality of place that's anything but a suburb. The Columbia Economic Team represents what Columbia County is all about. A private-public partnership created by local doers; stakeholders who get things done. CET drives small business retention and growth, business and industrial recruitment, and even tourism within our county and region, which is a marvelous place to live, work and play.

Our historical manufacturing base in timber and building products aligns with the new and burgeoning Oregon Manufacturing Innovation Center (OMIC) that was intentionally placed here to fuel innovative research, development and training for future generations of global manufacturing and workforce development for Oregon, the nation and the world.

Our nearly 3,000 diverse small businesses integrate naturally with substantial producers in heavy materials and renewable, sustainable fuels. With more Columbia River frontage than anywhere else in Oregon, our maritime capability pairs with our land transportation, rail and airport connections to make Columbia County the best place to be, and to get you and your products wherever they come from-- or need to go.

If location, location and location are your top three criteria, Columbia County has checked those boxes. If location also means a collaborative team of stakeholders working together to make your business and community life a top priority, we've checked that box too, with Columbia Economic Team.

As a Board of Commissioners, we helped originate CET and continue to sustain this Team to meet the needs of our county for growth, investment and ensuring a balanced economy in which every community thrives. The Columbia Economic Team has our full support in doing what it takes for prosperous business, community and quality of life.

Come to Columbia County, you're welcome.

Sincerely,

.....

Margaret Magruder, Chair Henry Heimuller, Commissioner Casey Garrett, Commissioner