

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Proposed Vacation of a )  
Portion of Fifth Street Situated in the )  
South St. Helens Addition, St. Helens )  
Oregon )  
)  
[Johns/Forsyth Petition] )

**ORDER NO. 31-2000**  
(Initiating 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, Lana Johns, Joseph Johns, Kimberly Johns, and Keith Forsythe own property abutting that portion of Fifth Street in the South St. Helens Addition near St. Helens, Oregon, proposed to be vacated, and have filed with the Board a petition requesting the Board vacate said portion of Fifth Street lying between Railroad Avenue and Morris Avenue; and

WHEREAS, a copy of the petition is attached hereto, labeled Exhibit A and incorporated herein by this reference; and

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

WHEREAS, that portion of Fifth Street proposed to be vacated by Lana Johns, Joseph Johns, Kimberly Johns, and Keith Forsythe is more particularly described as follows:

That portion of Fifth Street that runs between the Easterly right of way line of Railroad Avenue and the Westerly right of way line of Morris Avenue, lying between Blocks 9 and 10, South St. Helens Addition to St. Helens, Columbia County, Oregon

WHEREAS, a map of that portion of Fifth Street proposed to be vacated by Lana Johns, Joseph Johns, Kimberly Johns, and Keith Forsythe is attached hereto, labeled Attachment "1" to Exhibit A, and incorporated herein by this reference; and

WHEREAS, pursuant to ORS 368.351(2), the proceedings for vacation were initiated by a petition that contains 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 and the petition indicates the owner's approval of the proposed vacation; and

WHEREAS, because the petition meets the signature requirements of ORS 368.351(2), 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;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Board hereby initiates proceedings to vacate that portion of Fifth Street adjacent to Blocks 9 and 10, and lying between Railroad and Morris Avenues, in the South St. Helens Addition near St. Helens, Oregon, as described in Exhibit A.

2. The Public Works Director is directed to prepare and file with the Board of County Commissioners a written report which contains his assessment whether the proposed vacation is in the public interest.

DATED this 12th day of April, 2000.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: Jack R. Peterson  
Chair

By: John M. Brubaker  
Commissioner

By: [Signature]  
Commissioner

APPROVED AS TO FORM:

By: [Signature]  
Office of County Counsel

S:\ROADS\FIFTHORDER INITIATING.wpd

EXHIBIT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

STATE OF OREGON  
COLUMBIA COUNTY  
RECORDED OR FILED

00 MAR 22 PM 3:45

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
ELIZABETH HUSER, CO. CLERK  
BY *J. Hanna* DRP

In the Matter of the Vacation )  
of Certain Property Located )  
in Columbia County, Oregon )  
\_\_\_\_\_ )

INSTRUMENT  
NO. PV 2000-02

PETITION FOR VACATION

I, We, Lana Johns, Joseph Johns, Kimberly Johns, and Keith Forsythe petition the Board of County Commissioners for the vacation of the following property:

A. Description of property proposed for vacation (attach additional sheets if necessary):

1. General Description: A portion of Fifth Street between Block 9 and Block 10.
2. Legal Description: That portion of Fifth Street from Railroad Avenue North to Morris Avenue that is between Lots 1 to 16 inclusive in Block 9 (owned by Lana, Joseph and Kimberly Johns) and Lots 1 to 16 inclusive in Block 10 (owned by Keith Forsythe).

B. Petitioner's (s) property interest(s) in area proposed for vacation (attach additional sheets if necessary).

1. Type of property interest: Acreage
2. Legal Description of property: Lots 1 through 16, inclusive, in Block 9, SOUTH ST. HELENS, in the County of Columbia and State of Oregon. TOGETHER WITH those portions of Fourth Street and Morris Avenue which inured thereto by reason of Vacation, City of St. Helens Ordinance No. 2586, filed October 13, 1989.

C. Statement of reasons for vacation (attach additional sheets if necessary): Streets that abut the property owned by Lana, Joseph and Kimberly Johns, have been vacated. A portion of Fourth Street on the East side of their property and a portion of Morris Avenue on the North side of their property have both been vacated thereby enclosing their property on two sides. They would like to finalize the vacation of Fifth Street so that enclosure of their property is complete.

ORIGINAL

- D. Names and addresses of all persons holding any recorded interest in the property proposed to be vacated (attach additional sheets if necessary):
- E. Names and address of all persons owning any improvements constructed on property proposed to be vacated (attach additional sheets if necessary):
- F. Names and addresses of all persons owning any real property abutting the property proposed to be vacated (attach additional sheets if necessary):

Lana Johns  
P.O. Box 1071  
St. Helens, Oregon 97051

Joseph Johns  
1806 S.E. St. Andrews Drive  
Portland, Oregon 97202

Kimberly Johns  
P. O. Box 1071  
St. Helens, Oregon 97051

Keith Forsythe  
1800 Railroad Avenue  
St. Helens, Oregon 97051

- G. The signature (s), acknowledged before a notary or other person authorized to take acknowledgements of deeds, or either 1) owners of sixty (60) percent of the land abutting the property proposed to be vacated or 2) sixty (60) percent of the owners of land abutting the property proposed to be vacated are attached (attach signature sheets).
- H. 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.
- I. A true and accurate map of the proposed vacation is attached.
- J. 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.
- K. The deposit of \$500.00 is attached.
- L. Signature and Verification(s): Please see pages 3,4,5 and 6 of this petition.

L. continued

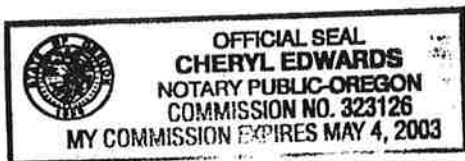
STATE OF OREGON        )  
  ) ss.  
County of Columbia     )


I, (we)        Lana Johns, Joseph Johns, Kimberly Johns and Keith Forsythe, am (are) the  
  (Petitioner's or Petitioners'; Name (s))  
petitioner (s) herein and 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.

  
\_\_\_\_\_  
Lana Johns

1/13/2000  
Date

Subscribed and sworn to before me this 13<sup>th</sup> day of January, 2000.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

L. continued

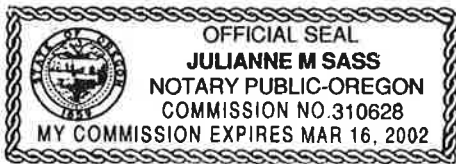
STATE OF OREGON        )  
  ) ss.  
County of Columbia        )

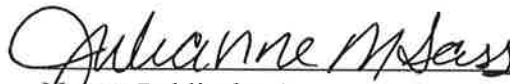
I, (we)        Lana Johns, Joseph Johns, Kimberly Johns and Keith Forsythe, am (are) the  
  (Petitioner's or Petitioners'; Name (s))  
petitioner (s) herein and swear, under penalties of perjury, that the statements made in this  
petition, and the attachments hereto, are true to the best of my (our) knowledge.

  
\_\_\_\_\_  
Joseph Johns

1/13/2000  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 13 day of January, 2000.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

L. continued

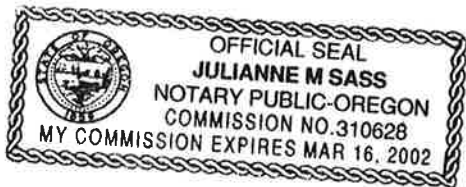
STATE OF OREGON )  
 ) ss.  
County of Columbia )


I, (we) Lana Johns, Joseph Johns, Kimberly Johns and Keith Forsythe, am (are) the  
(Petitioner's or Petitioners'; Name (s)  
petitioner (s) herein and 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.

  
\_\_\_\_\_  
Kimberly Johns

12 JAN 2000  
Date

Subscribed and sworn to before me this 12th day of January, 2000.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

L. continued

STATE OF OREGON            )  
  ) ss.  
County of Columbia        )

I, (we)            Lana Johns, Joseph Johns, Kimberly Johns and Keith Forsythe, am (are) the  
  (Petitioner's or Petitioners'; Name (s))  
petitioner (s) herein and 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.

*Keith Forsythe*  
\_\_\_\_\_  
Keith Forsythe

*1/12/00*  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this *12<sup>th</sup>* day of *January*, 2000.



*Heidi Cutler*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: *12-10-2002*

ORIGINAL



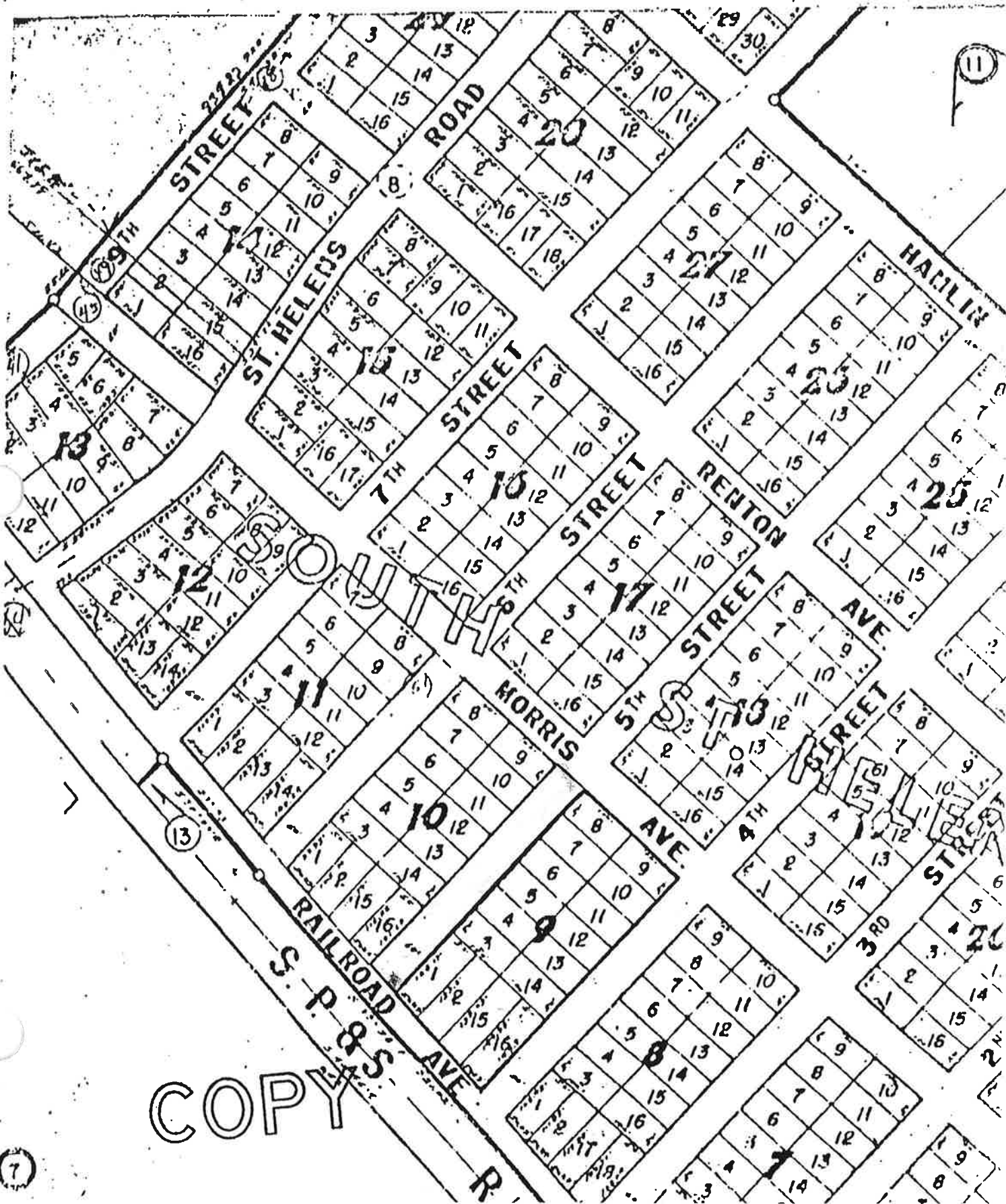
ATTACHMENT "1"

The sketch below is made solely to locate said premises and the company assumes no liability for variations, if any, in dimensions and location, ascertained by actual survey.

SCALE: 1" = 200'

# TICOR TITLE INSURANCE

9-4-1



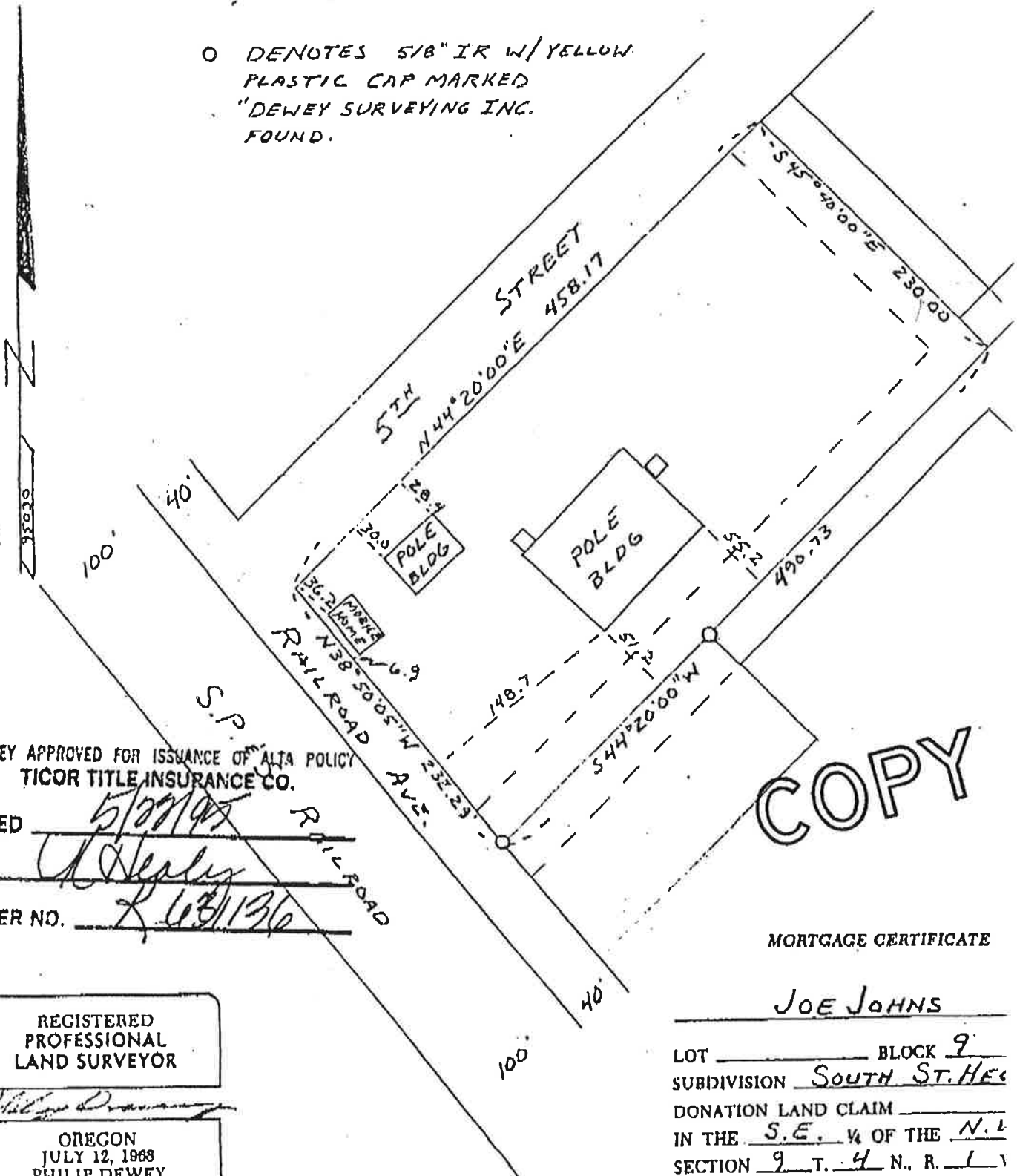
COPY

I hereby certify that this mortgage certificate made under my supervision correctly shows the relation of the buildings and other structures to the property line of and indicated hereon, and that there is no encroachment or overlap onto adjoining property of buildings or structures located on said land, nor encroachment of adjoining buildings or structures onto said land.

This certificate is made only for the immediate and exclusive use of the party requesting it and no responsibility is assumed or implied for any other uses or parties.

Signed: Philip Dewey

○ DENOTES 5/8" IR W/ YELLOW PLASTIC CAP MARKED "DEWEY SURVEYING INC. FOUND.



SURVEY APPROVED FOR ISSUANCE OF ALTA POLICY TICOR TITLE INSURANCE CO.

DATED 5/22/95

BY Philip Dewey

ORDER NO. R 631136

COPY

MORTGAGE CERTIFICATE

JOE JOHNS

LOT \_\_\_\_\_ BLOCK 9  
SUBDIVISION SOUTH ST. HELENS  
DONATION LAND CLAIM \_\_\_\_\_  
IN THE S.E. 1/4 OF THE N. 1  
SECTION 9 T. 4 N. R. 1  
COLUMBIA COUNTY, OREGON.  
DATE 5-1-95 Scale: 1" = \_\_\_\_\_

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 12, 1968 PHILIP DEWEY 847

Continued: Encl. 12 x 1-95

SCALE 1:2400



SE 1/4 NW 1/4 SEC. 9 T4N R1W WM

COLUMBIA COUNTY

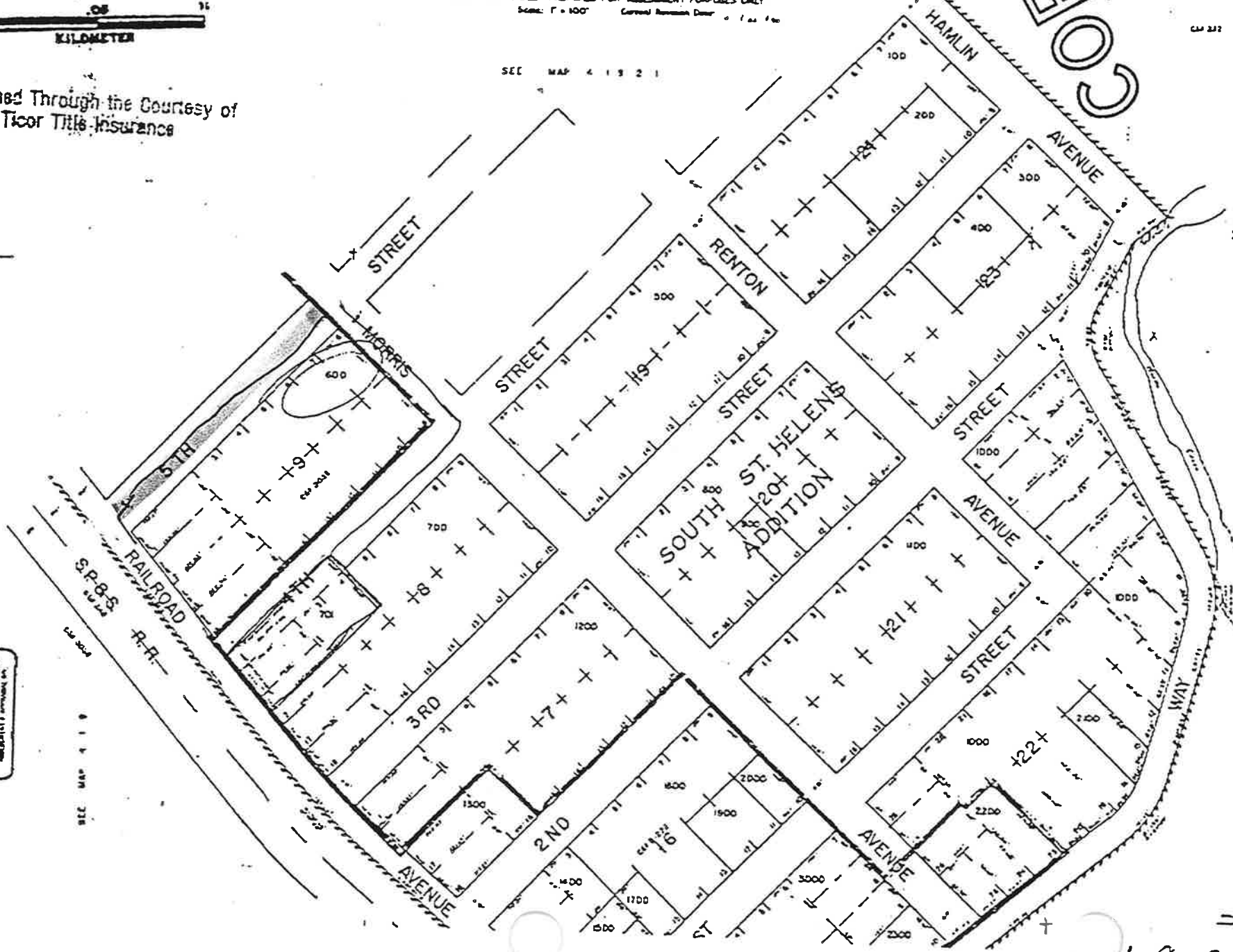
THIS MAP HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY  
Scale: 1" = 100' Current Revision Date: 1/22/94

4 1 9 2 4  
ST. HELENS

SEC. MAP 4 1 9 2 1

COPY

Furnished Through the Courtesy of  
Ticor Title Insurance



RECEIVED  
MAY 03 1994  
MAY 03 1994  
MAY 03 1994

21

006

CFI-TEL

18:09

03/03/95

4  
TICOR TITLE INSURANCE

Report No. K631136

**LEGAL DESCRIPTION**

Lots 1 through 16, inclusive, in Block 9, SOUTH ST. HELENS, in the County of Columbia and State of Oregon.

TOGETHER WITH those portions of Fourth Street and Morris Avenue which inured thereto by reason of Vacation, City of St. Helens Ordinance No. 2586, filed October 13, 1989.

COPY

5  
RECORDATION REQUESTED BY:

WEST ONE BANK, OREGON S.B.  
C/O LOAN OPERATIONS / CLOC  
P.O. BOX 2882  
PORTLAND, OR 97208

WHEN RECORDED MAIL TO:

WEST ONE BANK, OREGON S.B.  
C/O LOAN OPERATIONS / CLOC  
P.O. BOX 2882  
PORTLAND, OR 97208

SEND TAX NOTICES TO:

JOSEPH F. JOHNS, LANA S. JOHNS and KIMBERLY A. JOHNS  
1600 RAILROAD AVENUE  
ST. HELENS, OR 97051

COPY  
COPY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**WEST ONE**  
BANK

## DEED OF TRUST

THIS DEED OF TRUST IS DATED OCTOBER 2, 1995, among JOSEPH F. JOHNS, LANA S. JOHNS and KIMBERLY A. JOHNS, whose address is 1600 RAILROAD AVENUE, ST. HELENS, OR 97051 (referred to below as "Grantor"); WEST ONE BANK, OREGON S.B., whose address is C/O LOAN OPERATIONS / CLOC, P.O. BOX 2882, PORTLAND, OR 97208 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TICOR TITLE INSURANCE, whose address is 50 PLAZA / P.O. BOX 1155, ST. HELENS, OREGON 97051 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COLUMBIA County, State of Oregon (the "Real Property"):

Lots 1 through 16, inclusive, in Block 9, SOUTH ST. HELENS, in the County of Columbia and State of Oregon.

TOGETHER WITH those portions of Fourth Street and Morris Avenue which inured thereto by reason of Vacation, City of St. Helens Ordinance No. 2586, filed October 13, 1989.

The Real Property or its address is commonly known as 1600 RAILROAD AVENUE, ST. HELENS, OR 97051.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "Beneficiary" means WEST ONE BANK, OREGON S.B., its successors and assigns. WEST ONE BANK, OREGON S.B. also is referred to as "Lender" in this Deed of Trust.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation JOSEPH F. JOHNS, LANA S. JOHNS and KIMBERLY A. JOHNS.

**Guarantor.** The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means WEST ONE BANK, OREGON S.B., its successors and assigns.

**Note.** The word "Note" means the Note dated October 2, 1995, in the principal amount of \$294,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is October 1, 2005.