



To: Board of Commissioners
From: Amy Hansford, Finance Director

Request for use of funds designated “Vernonia Flood Donation”

Following the 2007 flood event Columbia County undertook a substantial effort to assist the City of Vernonia with the damage it and its residents had suffered. Part of that effort included the flood buy-out program under which, using Community Development Block Grant (CDBG) funds, the County acquired and demolished nine residential structures in the City of Vernonia. The understanding at the time that the County agreed to acquire the City property was that those parcels would be transferred back to the City as soon as possible.

CDBG requirements made it unreasonable to transfer these properties prior to 2018. Since then, the City and County has been slowly working through the FEMA process to complete these transfers. One unexpected requirement imposed by FEMA is that new title reports be obtained for each of these properties at a cost of \$350.00 per property. These funds are being allocated to permit payment for those reports.

The designated funds were originally raised to help the community during the flood event. After, the remaining funds were given to the county and designated to be used for any future costs associated with the flood event at the discretion of the board.

Attached is the Quitclaim Deed that is currently awaiting approval from FEMA listing the nine properties in question.

Kellie Jo Smith, Chair
yeah / nay

Casey Garrett, Commissioner
yeah / nay

Margaret Magruder, Commissioner
yeah / nay

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

The City of Vernonia
1001 Bridge Street
Vernonia, OR 97064

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

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 VERNONIA, a municipal corporation, hereinafter called Grantee, all right, title and interest in and to the following described parcels of real property situated in the County of Columbia, State of Oregon:

Property No. 1: 1136 Birch St. Vernonia, OR; Tax Map Id. 4N4W03-BC-05102; Tax Account No. 22449.

Property No. 2: 1211 Heather Ln. Vernonia, OR; Tax Map Id. 4N4W03-BB-07000; Tax Account No. 22399.

Property No. 3: 1098 Heather Ln. Vernonia, OR; Tax Map Id. 4N4W03-BB-02406; Tax Account No. 22348.

Property No. 4: 1157 Juniper St. Vernonia, OR; Tax Map Id. 4N4W03-BB-01300; Tax Account No. 22336.

Property No. 5: 1721 N Mist Dr. Vernonia, OR; Tax Map Id. 4N4W03-BB-00800; Tax Account No. 22331.

Property No. 6: 841 Grant Ave. Vernonia, OR; Tax Map Id. 4N4W04-BC-07200; Tax Account No. 22879.

Property No. 7: 600 Jefferson Ave. Vernonia, OR; Tax Map Id. 4N4W04CB 04300; Tax Account No. 23064.

Property No. 8: 1236 E. Alder St. Vernonia, OR; Tax Map Id. 4N4W03-BC-06001; Tax Account No. 22455

Property No. 9: 1190 Fir St. Vernonia, OR; Tax Map Id. 4N4W03-BC-12600; Tax Account No. 22373.

Each property is more specifically described as shown on Exhibit A.

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

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) The Deed Restrictions attached hereto as Exhibit B and by this reference incorporated herein.
- 5) Should Grantee cease to exist or lose its eligible status under the Deed Restrictions, this property shall automatically revert to the Grantor.

This conveyance is made pursuant to Board of County Commissioners Order No. _____ adopted on the ____ day of _____, 2025, 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, the Grantor has executed this instrument this ____ day of _____, 2026.

Exhibit A

Legal Descriptions

Property No. 1: Parcel 1 of Partition Plat No. 1996-11, recorded May 2, 1996, Fee No. 96-04502, in Columbia County, Oregon.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in a deed recorded in the Deed Records of Columbia County, Oregon on March 7, 2011 and which bears Recording No: 2011-001782.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 2: Lot 8 and 10, Heather Park, in the City of Vernonia, Columbia County, Oregon.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on July 20, 2011 under Recording No: 2011-005342.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 3: The following described real property situated in the County of Columbia, State of Oregon:

PARCEL 1: A tract of land situate in the Northwest quarter of Section 3, Township 4 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon and being a part of the Ruby tract (formerly Ratkie property) as shown as Survey No. 3025, Survey Records of Columbia County, Oregon, described as follows:

Beginning at the point of intersection of the Easterly right of way line of the Nehalem Highway and the Northwest corner of the Boyd D. Ruby tract in Parcel 1 in deed recorded May 7, 1981 in Book 236, page 872, Deed Records of Columbia County, Oregon thence along the North line of said Ruby tract as described in said Parcel 1 in said Book 235, page 872, Deed Records of Columbia County, Oregon, North 87° 37' East distance of 15 feet to the true point of beginning of the following described tract; thence continuing along the North line of said Ruby tract as described in said Parcel 1 in said Book 236, page 872, North 87° 37' East a distance of 103 feet to a point; thence North 100 feet to a point; thence South 87° 37' West, parallel with the North line of said Ruby tract described in said Parcel 1 in said Book 236, page 872, to the Easterly right of way line of said Nehalem Highway; thence Southerly along

the Easterly right of way line of said Nehalem Highway to a point which is 15 feet Northerly (when measured along the Easterly right of way line of said Nehalem Highway) from the point of intersection of said Nehalem Highway and the Northwest corner of said Parcel 1 in said Book 236, page 872, Deed Records of Columbia County, Oregon; thence North 87° 37' East, parallel with the North line of said Parcel 1 in said Book 236, page 872, Deed Records of Columbia County, Oregon, a distance of 15 feet to a point; thence Southerly parallel with the Easterly right of way line of said Nehalem Highway, a distance of 15 feet to the true point of beginning. EXCEPT that portion, if any, which may fall within the Donovan L. Cizek *et ux* tract as described in Deed Book 200, Page 918, Deed Records of Columbia County, Oregon.

PARCEL 2: A tract of land situated in the Northwest one-quarter of Section 3, Township 4 North, Range 4 West of the Willamette Meridian, in the City of Vernonia, Columbia County, Oregon described as follows:

Beginning at the point intersection of the Easterly right of way line of the Nehalem Highway and the Northwest corner of the Boyd D. Ruby tract described in Parcel 1 in deed recorded May 7, 1981 in Book 236, page 872, Deed Records of Columbia County, Oregon; thence along the North line of said Ruby tract 118.00 feet; thence North 100.00 feet to the true point of beginning; thence North 00°00'22" West 64.43 feet to the center line of the drainage ditch, passing over a 5/8 inch iron rod at 50.00 feet; thence Southwesterly along the center line of the drainage ditch to a point on the Easterly right of way line of the Nehalem Highway; thence South 8°13'48" East 39.01 feet, passing over a 5/8 inch iron rod at 11.78 feet, to the Northwest corner of that tract of land as described in Book 261, page 394, Deed Records of Columbia County, Oregon; thence along the North line of said tract North 87°37'00" East 132.37 feet to the true point of beginning.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on December 12, 2011 under Recording No: 2011-009610 as rerecorded on January 1, 2012 and under Recording No: 2012-000146.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 4: The following described real property situated in the County of Columbia, State of Oregon:

PARCEL 1: The East 133 feet of the following described tract in Section 3, Township 4 North, Range 4 West, Willamette Meridian, in the County of Columbia and State of Oregon, described as follows:

Beginning at a point that is South 89°34' East 610.55 feet and South 2°23' East 692.7 feet from the Southwest corner of Section 34, Township 5 North, Range 4 West of the Willamette Meridian, in the County of Columbia and State of Oregon; thence from this place of beginning, South 87°37' West 239.84 feet to the East line of Nehalem Highway; thence South 8°13' East along Highway right of way line 100.52 feet; thence North 89°37' East 229.63 feet; thence North 2°23' West 100 feet to the point of beginning.

PARCEL 2: The West 3 feet of the East 136 feet of a tract in Section 3, Township 4, Range 4 West, Willamette Meridian, in the County of Columbia and State of Oregon, described as follows:

Beginning at a point that is South 89°34' East 610.55 feet and South 2°23' East 692.7 feet from the Southwest corner of Section 34, Township 4 North, Range 4 West of the Willamette Meridian, in the County of Columbia and State of Oregon; thence from this point of beginning South 87°37' West 239.84 feet to the East line of Nehalem Highway; thence South 8°13" East along Highway right of way line 100.52 feet; thence North 89°37' East 229.63 feet; thence North 2°23' West 100 feet to the point of beginning.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on September 14, 2011 under Recording No: 2011-006733.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 5: The following described real property situated in the County of Columbia, State of Oregon:

Parcel 1: Beginning at a point on the Westerly right of way line of Nehalem Highway that is South 89°34' East 236.6 feet and South 8°13' East 626.0 feet from the Southwest corner of Section 34, Township 5 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; said point being the Northeast corner of the property as described and recorded in Book 69, page 137, Deed Records; thence along said Westerly highway right of way line North 8°13' West a distance of 117.0 feet; thence North 87°31' West a distance of 303.0 feet to the center of the Nehalem River; thence along the center of said Nehalem River South 33°33' East a distance of 152.57 feet to the Northerly line of that property recorded in deed Book 69, page 137, produced Westerly; thence South 89°34' East a distance of 235.1 feet to the point of beginning.

Parcel 2: Beginning at this point on the Westerly edge of the Nehalem Highway that is South 89°34' East 236.6 feet and South 8°13' East 626.0 feet from the Southwest

corner of Section 34 in Township 5 North of Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence from this point of beginning North 89°34' West 184.7 feet; thence South 33°30' East 119.15 feet; thence South 89°34' East 133.23 feet; thence North 8°13' West 100 feet to the place of beginning and being in the Northwest quarter of Section 3 in Township 4 North, Range 4 West of the Willamette Meridian.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on April 27, 2011 under Recording No: 2011-003105.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 6: The South half of the Lots 1, 2 and 3, Block 16, East Side Addition to Vernonia, in the City of Vernonia, Columbia County, Oregon.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on January 10, 2011 under Recording No: 2011-000237.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 7: Lot 6, Block 11, City of Vernonia, Columbia County, Oregon.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on July 20, 2021 under Recording No: 2011-005340.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 8: Lot 5 and the East 40 feet of Lot 4, Block 1, First Addition to Riverview Lots, in the City of Vernonia, Columbia County, Oregon.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on July 20, 2011 under Recording No: 2011-005341.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

Property No. 9: The following described real property situated in the County of Columbia, State of Oregon:

PARCEL 1:

Lot 6, Block 8, First Addition to Riverview Lots, in the City of Vernonia, Columbia County, Oregon.

PARCEL 2:

Lot 7, Block 8, First Addition to Riverview Lots, in the City of Vernonia, Columbia County, Oregon.

PARCEL 3:

A part of the Northwest quarter of Section 3, Township 4 North, Range 4 West, of the Willamette Meridian, Columbia County, Oregon described as follows:

Beginning at the Southeast corner of Lot 7, Block 8, First Addition to Riverview Lots; thence East parallel with the street 150 feet; thence North 100 feet; thence West 150 feet to the corner common to Lots 7 and 8, First Addition to Riverview Lots; thence South along the East line of Block 8, First Addition to Riverview Lots, 100 feet to the place of beginning.

PARCEL 4:

Beginning at the Southwest corner of the Dennis E. Sackhoff et al tract as described in deed recorded October 6, 1977 in Deed Book 214, page 151, Deed Records of Columbia County, Oregon, said point being East 150 feet and South 130 feet from the Southeast corner of Lot 7, Block 9, First Addition to Riverview Lots in Section 3, Township 4 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence South 100 feet; thence East 84 feet; thence North 100 feet to the Southeast corner of said Sackhoff et al tract; thence West along the South line of said Sackhoff tract 84 feet to the point of beginning.

Subject to and excepting:

Those easements, agreements, covenants, conditions and restrictions listed in that deed recorded in the Deed Records of Columbia County, Oregon on January 1, 2011 under Recording No: 2011-000235.

And further subject to the Deed Restrictions attached hereto as Exhibit B.

EXHIBIT B
to Quitclaim Deed

HAZARD MITIGATION GRANT DEED RESTRICTION
FOR COLUMBIA COUNTY, OREGON

In reference to the property or properties legally described in the deed(s) which is attached hereto, and is incorporated herein by this reference {the "Property"} conveyed by the County of Columbia, a political subdivision of the State of Oregon ("Grantor") who is participating in a federally-assisted acquisition project to the City of Vernonia, a municipal corporation, ("Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program ("HMGP"), including the acquisition and relocation of structures in the floodplain; and

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity; and

WHEREAS, the State of Oregon has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated June 26, 2008 with FEMA ("Grant Agreement") which is incorporated herein by this reference; making it a mitigation grant program grantee; and

WHEREAS, the Property is located in Columbia County, and Columbia County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed; and

WHEREAS, Columbia County, acting by and through the Columbia County Board of Commissioners, has applied for and been awarded federal funds pursuant to an agreement with Oregon dated October 21, 2008 ("State-Local Agreement"), which is incorporated herein by this reference, making the County a mitigation grant program subgrantee; and

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to

open space in perpetuity in order to protect and preserve natural floodplain values; Now, therefore, to comply with the requirements set forth above, the County hereby limits and restricts the use of the Property as follows:

1. Terms. Pursuant to the terms of the **Flood Hazard Mitigation Grant Program ("HMGP")**, program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use; ii.

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The

Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder=s responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on October 21st, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

