



PF 2012-2273 \$100.00
 MULTNOMAH COUNTY
 LAND USE & TRANSPORTATION PROGRAM
 1600 SE 190TH Ave, Ste 116 Portland OR 97233
 Ph. 503.988.3043 Fax 503.988.3889
 www.co.multnomah.or.us/landuse

**NSA Lot Line
 Adjustment
 Expedited
 Application**

1:39PM 000001 #2927
 0012 NANCY
 PERMITS-TYPE 2 \$100.00
 CHECK \$100.00

APPLICANT

Name Dale Marx c/o MARX ASSOCIATES Phone 503.667.5550
 Mailing Address PO BOX 565 Fax 503.666.8666
 City GRESHAM State OR Zipcode 97030 e-mail dale@marxassoc.net

PROPERTIES TO BE ADJUSTED

Tract #1
 Situs Address 63433-63447 NE TUMALT RD Size 4.72 Acs.
 Alternate Acct # CASCADE LOCKS OR 97014 State Identification # 2N6E36AC 00200
R#956360280
 Owner Bernard H. Heuker c/o Tom Phone 503.784.6429
 Mailing Address P O BOX 1 CASCADE LOCKS Fax
 City State OR Zipcode 97014 e-mail

x Bernard H. Heuker 4-10-2012
 Property Owner Signature Date

Tract #2
 Situs Address 63111 NE TUMALT RD CASCADE LOCKS OR Size 5.93 Acs.
 Alternate Acct # 956360370 State Identification # 2N6E36BD 00100
 Owner HEUKER PROPERTIES INC c/o Tom Phone 503.784.6429
 Mailing Address P O BOX 98 CASCADE LOCKS Fax 541.374.8553
 City State OR Zipcode 97014 e-mail theuker4@gorge.net

x Tom Heuker 4-10-2012
 Property Owner Signature Date

If no owner signature above, a letter of authorization from the owner is required. ☐

NOTE: By signing this form, the property owner or property owner's agent is granting permission for Planning Staff to conduct site inspections on the property

Complete this form and return with a Tentative Plan map that includes the following:

- ✓ Date, north arrow, and scale
- ✓ Area and dimensions of each lot or parcel after adjustment
- ✓ Name and present right-of-way width(s) of abutting street(s)
- ✓ Location of existing buildings and distances to property lines
- ✓ Location of fences, driveways, and other information
- ✓ Identifies the parcels as Tract #1 and Tract #2 to match above ownership

The tentative plan map must show each lot or parcel being adjusted. The map should be 8½" x 11" or 11" x 17" in size and should be drawn to scale, using an engineer's scale (which uses tenths) to show the number of feet per inch (such as 1" = 40' or 1" = 200').

<p>503503 CASE NUMBER 12-2012-2271</p> <p>DATE SUBMITTED 4/24/2012</p> <p>PF/PA No. PF-2012-2060 PF-2012-2123</p> <p>Related Case No. </p> <p>Zoning </p> <p>Open UR/ZV ZV-00-029-M6</p> <p>rev. 5/16/2008</p>

Instructions for applicants:

The checklist below asks you to confirm facts or conditions related to your property and proposal. The numbered paragraphs in bold represent code requirements or criteria for development in the National Scenic Area (NSA). Those criteria are addressed when you check a box below each numbered paragraph. By checking a box, you are confirming that the corresponding statement applies to your project. Staff concurrence is indicated by initials in the boxes along the right column of this form. Please ensure that you check a box under every numbered paragraph or staff will not be able to process this application under the Expedited Review Process.

Parcel Criteria

1. Each property subject to this application is a "parcel" eligible for property line adjustment because:

Staff initial:

HP

☐ As described in the attached legal instrument, and confirmed by planning staff, the property is a unit of land created by partition or subdivision that was legally recognized under state laws and local ordinances in effect on November 17, 1986 (i.e. the property is a parcel in a partition plat or lot in a subdivision).

☒ As described in the attached legal instrument, the property is a unit of land legally created and separately described by deed, sales contract, or record of survey prior to November 17, 1986 and complied with planning, zoning, and land division ordinances in effect at the time the parcel was created.

*Attach
copies of the
deeds that
created each
of the
properties*

☐ As described in the attached legal instrument, and confirmed by planning staff, the property is a unit of land legally created and separately described by deed or sales contract after November 17, 1986 and was approved under the Final Interim Guidelines or a land use ordinance consistent with the Management Plan, or by the U.S. Forest Service Office prior to the Final Interim Guidelines.

Note to applicant: If more than one box is checked, then write the Tract number next to the box that corresponds with that property. If it is not readily apparent to staff that a property qualifies under one of these boxes then a separate process may be needed to determine the legality of the parcel.

2. Each property subject to this application is in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County.

Staff initial:

HP

☐ All buildings shown on the tentative plan have been permitted by Multnomah County or were constructed prior to the adoption of building permit requirements on August 4, 1955. *VCA*

☐ As reported by the applicant and confirmed by staff, no uses exist on site which are in violation of the zoning code. Staff performed a site visit on _____.
This criterion has been met.

*Attach
permit
records
and/or data
on age of
structures.*

General Management Area Criteria

The following apply to properties in the General Management Area (i.e. it is in a zone district that begins with "GG"). If neither of the properties are in the General Management Area then proceed to Special Management Area criteria (page 4).

2. The property line adjustment is not within a Open Space (GGO), Public Recreation (GG-PR), or Commercial Recreation (GG-CR) zone district.

Staff initial:

HP

☒ County zoning maps show that neither of the properties is within a GGO, GG-PR, or GG-CR zone district. *This criterion has been met.*

3. The property line adjustment shall not result in the creation of any new parcel(s).

Staff initial:

HP

☒ As shown on the tentative plan, and confirmed by staff, no additional parcels are to be created. *This criterion has been met.*

4. Approval criteria 5 through 7 do not apply to properties within a Commercial (GGC) zone district.

Staff initial:

HP

☐ County zoning maps show that both properties are within the GGC zone district. *Proceed to criterion 8.*

☒ County zoning maps establish that at least one of the properties is outside of a GGC zone district. *Criteria 5 through 7 apply. both outside*

5. The property line adjustment shall not result in the potential to create a new parcel(s) or residential development in excess of the minimum density allowed by the land use designation(s) for the affected parcels.

Staff initial:

HP

☒ As shown on the tentative plan, and confirmed by staff, neither of the resulting parcels can be further divided nor will they provide for residential development in excess of what can presently occur on the properties. *This criterion has been met.*

*Attach
tentative
plan*

6. The property line adjustment shall not allow a parcel that is equal to or larger than the minimum parcel size before the adjustment to become less than the minimum parcel size after the adjustment; except to allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resources, provided the land being acquired would be protected by a conservation easement or other similar property restriction that precludes future land divisions and development.

Staff initial:

HP

☐ Neither of the properties exceeds the minimum lot size of the zone district prior to adjustment. *This criterion is not applicable.*

☒ As shown on the tentative plan, parcels equal to or larger than the minimum lot size before the adjustment do not fall below the minimum lot size after the adjustment. *This criterion has been met.*

☐ Parcels equal to or larger than the minimum lot size before the adjustment are being reduced below the minimum lot size to allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resources. A legal document has been signed establishing that the land being acquired is to be protected by a conservation easement or other similar property restriction that precludes future land divisions and development. *This criterion has been met*

*Attach
signed
legal
document*

7. The property line adjustment shall not allow a parcel that is smaller than the minimum lot size to be reduced in size, except to: (a) resolve boundary disputes, correct physical encroachments, provide reasonable access or meet buffer/setback requirements provided the amount of land being transferred is the minimum necessary to resolve the issue, or (b) allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resources, provided the land being acquired would be protected by a conservation easement or other similar property restriction that precludes future land divisions and development.

Staff initial:

JP

☒ The property being reduced in size meets or exceeds the minimum lot size of the zone and will remain above the minimum lot size after adjustment. *This criterion is not applicable.*

☐ The property being reduced in size is below the minimum lot size and will not be further reduced in size by the adjustment. The property line adjustment is an equal area exchange only. *This criterion is met.*

☐ As shown on the tentative plan, a parcel smaller than the minimum lot size is being reduced in size to resolve a boundary dispute, correct a physical encroachment, provide reasonable access or meet a buffer/setback requirement and the amount of land being transferred is the minimum necessary to resolve the issue. *This criterion has been met.*

Label
reason for
adjustment
on the plan

☐ A parcels smaller than the minimum lot size is being reduced in size to allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resources. A legal document has been signed establishing that the land being acquired is to be protected by a conservation easement or other similar property restriction that precludes future land divisions and development. *This criterion has been met*

Attach
signed
legal
document

8. The property line adjustment shall not allow the boundary of a parcel designated Large-Scale Agriculture (GGA-40) or Commercial Forest (GGF-40 or GGF-80) to be extended into another land use designation for the purpose of establishing a dwelling under less stringent rules (e.g. extending a parcel designated GGA-40 into a Rural Center (GGRC) zone).

Staff initial:

JP

☒ Neither of the properties is within a GGA-40, GGF-40, or GGF-80 zone district. *This criterion is not applicable.*

☐ The property line adjustment includes parcels zoned GGA-40, GGF-40, or GGF-80; however, as shown on the tentative plan neither of the resulting properties extends into other zone districts. *This criterion has been met.*

Show zone
district
boundary
on plan

Special Management Area Criteria

The following apply to properties in the Special Management Area (i.e. it is in a zone district that begins with "GS").

9. The property line adjustment shall not result in the creation of any new parcel(s).

Staff initial:

- ☐ As shown on the tentative plan, and confirmed by staff, no additional parcels are to be created. *This criterion has been met.*

10. The property line adjustment shall not result in a parcel greater than or equal to 40 acres becoming less than 40 acres.

- ☐ Neither of the properties is greater than or equal to 40 acres in size. *This criterion is not applicable.*
- ☐ As shown on the tentative plan, parcels greater than or equal to 40 acres are not being reduced such that they become less than 40 acres in size. *This criterion has been met.*

Staff initial:

11. The property line adjustment shall not result in a parcel less than 40 acres becoming 40 acres or greater.

- ☐ Neither of the properties is smaller 40 acres in size. *This criterion is not applicable.*
- ☐ As shown on the tentative plan, parcels smaller than 40 acres are not being increased in size such that they are 40 acres or larger. *This criterion has been met.*

Staff initial:

12. The property line adjustment shall not allow a parcel that is smaller than 40 acres to be reduced in size, except to: (a) resolve boundary disputes, correct physical encroachments, provide reasonable access or meet buffer/setback requirements provided the amount of land being transferred is the minimum necessary to resolve the issue, or (b) allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resources, provided the land being acquired would be protected by a conservation easement or other similar property restriction that precludes future land divisions and development.

- ☐ Neither of the properties is smaller than 40 acres in size. *This criterion is not applicable.*
- ☐ As shown on the tentative plan, a parcel smaller than 40 acres is being reduced in size to resolve a boundary dispute, correct a physical encroachment, provide reasonable access or meet a buffer/setback requirement and the amount of land being transferred is the minimum necessary to resolve the issue. *This criterion has been met.*

Staff initial:

- ☐ A parcels smaller than 40 acres is being reduced in size to allow a public or non-profit entity to acquire land for the purpose of protecting scenic, cultural, recreation or natural resource. A legal document has been signed establishing that the land being acquired is to be protected by a conservation easement or other similar property restriction that precludes future land divisions and development. *This criterion has been met*

**Label
reason for
adjustment
on the plan**

**Attach
signed
legal
document**

13. The property line adjustment shall not cause previously approved parcels or development to violate conditions of approval (e.g. required landscaping, buffers, etc.).

- ☐ Neither the existing parcels nor existing development are subject to conditions of approval. *This criterion is not applicable.*
- ☐ Conditions of approval apply to the parcels or existing development; however, as shown on the tentative plan, this adjustment will not cause these conditions to be violated. *This criterion has been met*

Staff initial:

**Note
nature of
prior
conditions
on the plan**

14. The property line adjustment shall not result in a parcel that cannot comply with existing resource protection provisions, including, but not limited to, requirements for buffer zones and landscaping.

Staff initial:

- ☐ The tentative plan shows that the development can occur on the proposed parcels in compliance with resource protection provisions such as requirements for buffer zones and landscaping. *This criterion has been met.*

*Show
resource
boundary
on plan*

Note to applicant: Resource maps are available for review at the land use planning office and staff can assist in identifying whether or not a resource buffer may impact the properties.

NOTICE OF PRELIMINARY DECISION

In accepting this application for expedited review, the Planning Director is granting preliminary approval of the development. The Gorge Commission, U.S. Forest Service, Indian tribal governments, and property owners within 750 feet of the subject tract will be given 14 days to provide comments. If no comments are received, the decision shall become final at the close of business on the 14th day. If substantive written comments are submitted, the Planning Director will either modify the decision to address the comments and re-issue it for a 14-day appeal period or re-direct the application to full review if comments establish that the proposed development is not eligible for expedited review.

Comments must be directed to the applicable approval criteria. Those in **bold** above are listed in MCC 38.7970 of the County code. Failure to provide comments during the comment period will preclude a right to appeal.

Conditions/Limitations of Approval

1. The property owner, or their representatives, shall complete the property line adjustment in accordance with the attached "Applicant Instructions for Finishing a Property Line Adjustment" and "Surveyor's Instructions for Finishing a Property Line Adjustment."
2. This property line adjustment must be completed within 2 years of the date of this decision. To complete the adjustment, deeds must be recorded with the County recorder. The property owner may request an extension of this timeframe, as provided in MCC 38.0700.

FOR STAFF USE

At close of the comment period (check one that applies):

- ☐ No substantive written comments were received. The decision is final.
- ☐ Substantive written comments were received. The Planning Director will issue a letter addressing the comments and may modify this preliminary decision.
- ☐ Written comments were submitted showing that the proposed development is not eligible for expedited review. The project will be reviewed using the full development review process.

Staff initial:

Date:

Any comments received are included in the County records for this application.

- ☐ Fill out NSA DR Database Form for Gorge Commission and include copy with file.



Dale Marx
 MULTNOMAH COUNTY, OREGON
 PROPERTY RECORDS

Property Information

[Property Information](#)
[Tax Summary](#)
[Assessment History](#)
[Improvement Information](#)
[New Search](#)
[Search Results](#)
[Printable Summary](#)
[Logoff](#)

Search Results for R323590

Owner Name

HEUKER, BERNARD H

Property ID Number

R323590

Owner Address

 PO BOX 1
 CASCADE LOCKS, OR 97014

Situs Address

 63433-63447 NE TUMALT RD
 CASCADE LOCKS, OR 97014

Alternate Account Number

R956360280

Neighborhood

R011 - R011

Map Tax Lot

2N6E36AC -00200

Levy Code Area - Taxing Districts

082

Portland Maps

[Click to Open Map](#)

Information on Ordering Copies

[Click to Open Order Form](#)

Property Description

Exemption

Expiration Date

Tax Roll Description

Map Number

SECTION 36 2N 6E, TL 200 4.70 ACRES

362N6E

2N6E36AC -00200

Parcel

Account Status

A - Active

Property Use

Year Built

Acreage

B - RESIDENTIAL IMPROVED

1974

4.70

Related Accounts

Linked Accounts

Split/Merge Account

Split/Merge Account Message

Special Account Information

Sales Information

Deed	Grantor (Seller)	Grantee (Buyer)	Instrument	Date	Consideration Amount
INST	HEUKER, BERNARD H	HEUKER, BERNARD H	BP18290593		\$0

2012 Land Information (Unedited and Uncertified)

ID	Type	Acres	Sq Ft
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MULTNOMAH COUNTY, OREGON PROPERTY RECORDS

Property Information

[Property
Information](#)
[Tax
Summary](#)
[Assessment
History](#)
[Improvement
Information](#)
[New
Search](#)
[Search
Results](#)
[Printable
Summary](#)
[Logoff](#)

Search Results for R323585

Owner Name

HEUKER PROPERTIES INC

Property ID Number

R323585

Owner Address
PO BOX 98
CASCADE LOCKS, OR 97014
Situs Address
63111 NE TUMALT RD
CASCADE LOCKS, OR 97014
Alternate Account Number

R956360220

Neighborhood

R011 - R011

Map Tax Lot

2N6E36BD -00100

Levy Code Area - Taxing Districts

082

Portland Maps
[Click to Open Map](#)
Information on Ordering Copies
[Click to Open Order Form](#)

Property Description

Exemption
Expiration Date
Tax Roll Description
Map Number
SECTION 36 2N 6E, TL 100 5.91 ACRES, LAND & IMPS
SEE (R956360221)

362N6E 2N6E36BD -00100

Parcel
Account Status

A - Active

Property Use
**Year
Built**
Acreage

B - RESIDENTIAL IMPROVED

2003

5.91

Related Accounts

R520290

Linked Accounts
Split/Merge Account
**Split/Merge Account
Message**

Special Account Information

Sales Information

Deed	Grantor (Seller)	Grantee (Buyer)	Instrument	Date	Consideration Amount
INST	HEUKER PROPERTIES INC	HEUKER PROPERTIES INC	97154039		\$0



First American Title Insurance Company of Oregon

Multnomah (OR)

Prepared For:

Prepared By:

Customer Service Department

222 SW Columbia St, Suite 400 - Portland, Oregon 97201

Phone: (503) 219-TRIO Fax: (503) 790-7872

OWNERSHIP INFORMATION

Owner : Heuker Properties Inc
CoOwner :
Site Address : 63111 NE Tumalt Rd Cascade Locks 97014
Mail Address : PO Box 98 Cascade Locks Or 97014
Telephone : Owner: Tenant:

Ref Parcel Number : 2N6E36BD 00100
T: 02N R: 06E S: 36 Q: 250
Parcel Number : R323585
County : Multnomah (OR)

SALES AND LOAN INFORMATION

Transferred :
Document # : 97154039
Sale Price :
Deed Type :
% Owned :

Loan Amount :
Lender :
Loan Type :
Interest Rate :
Vesting Type :

PROPERTY DESCRIPTION

Map Page & Grid :
Census : Tract: 105.00 Block: 3
Improvement Type : B Dwelling (Single)
Subdivision/Plat :
Neighborhood Cd : R011
Land Use : 101 Res,Sfr,Improved
Legal : SECTION 36 2N 6E, TL 100 5.91
: ACRES, LAND & IMPS SEE (R956360221)
: MAP 362N6E

ASSESSMENT AND TAX INFORMATION

MktLand : \$167,500
MktStructure : \$372,080
MktTotal : \$539,580
M50 Assd Total :
% Improved : 69
11-12 Taxes : \$6,063.18
Exempt Amount :
Exempt Type :
Levy Code : 082
Millage Rate : 12.2796

PROPERTY CHARACTERISTICS

Bedrooms : 3	Building SF : 3,560	Stories : 1
Bathrooms : 2.00	1st Floor SF : 2,840	Garage SF :
Fireplace : 2	Above Ground SF :	Lot Acres : 5.91
Heat Type :	Upper Finished SF :	Lot SF : 257,568
Interior Material:	Unfin Upper Story :	Year Built : 2003
Exterior Finish :	Upper Total SF : 720	Year Appraised :
Floor Cover : Composition	Finished SF :	Appraisal Area :
Roof Type : Composition	Basement Fin SF :	School District :
Roof Shape : Gable	Basement Unfin SF : 1,344	Utility District :
Foundation : Concrete	Basement Total SF : 1,344	

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.



First American Title Insurance Company of Oregon

LOW WATER LINE

Multnomah (OR)

Prepared For:

Prepared By:

Customer Service Department

222 SW Columbia St, Suite 400 - Portland, Oregon 97201

Phone: (503) 219-TRIO Fax: (503) 790-7872

OWNERSHIP INFORMATION

Owner : Heuker Bernard H Ref Parcel Number : 2N6E36AC 00200
CoOwner : T: 02N R: 06E S: 36 Q: 253
Site Address : 63433-63447 NE Tumalt Rd Cascade Locks 97014 Parcel Number : R323590
Mail Address : PO Box 1 Cascade Locks Or 97014
Telephone : Owner: Tenant: County : Multnomah (OR)

SALES AND LOAN INFORMATION

Transferred : Loan Amount :
Document # : 1829-0593 Lender :
Sale Price : Loan Type :
Deed Type : Interest Rate :
% Owned : Vesting Type :

March 16th
@ 3:00

PROPERTY DESCRIPTION

Map Page & Grid :
Census : Tract: 105.00 Block: 3
Improvement Type : B Dwelling (Single)
Subdivision/Plat :
Neighborhood Cd : R011
Land Use : 401 Res, Tract, Improved
Legal : SECTION 36 2N 6E, TL 200 4.70 ACRES
MAP 362N6E

ASSESSMENT AND TAX INFORMATION

MktLand : \$130,100
MktStructure : \$399,690
MktTotal : \$529,790
M50 Assd Total :
% Improved : 75
11-12 Taxes : \$6,217.72
Exempt Amount :
Exempt Type :
Levy Code : 082
Millage Rate : 12.2796

PROPERTY CHARACTERISTICS

Bedrooms : 3	Building SF : 2,921	Stories : 1
Bathrooms : 2.50	1st Floor SF : 2,921	Garage SF :
Fireplace : 2	Above Ground SF :	Lot Acres : 4.70
Heat Type :	Upper Finished SF :	Lot SF : 204,900
Interior Material:	Unfin Upper Story :	Year Built : 1974
Exterior Finish :	Upper Total SF :	Year Appraised :
Floor Cover : Carpet	Finished SF :	Appraisal Area :
Roof Type : Composition	Basement Fin SF :	School District :
Roof Shape : Gable	Basement Unfin SF :	Utility District :
Foundation : Concrete	Basement Total SF :	

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

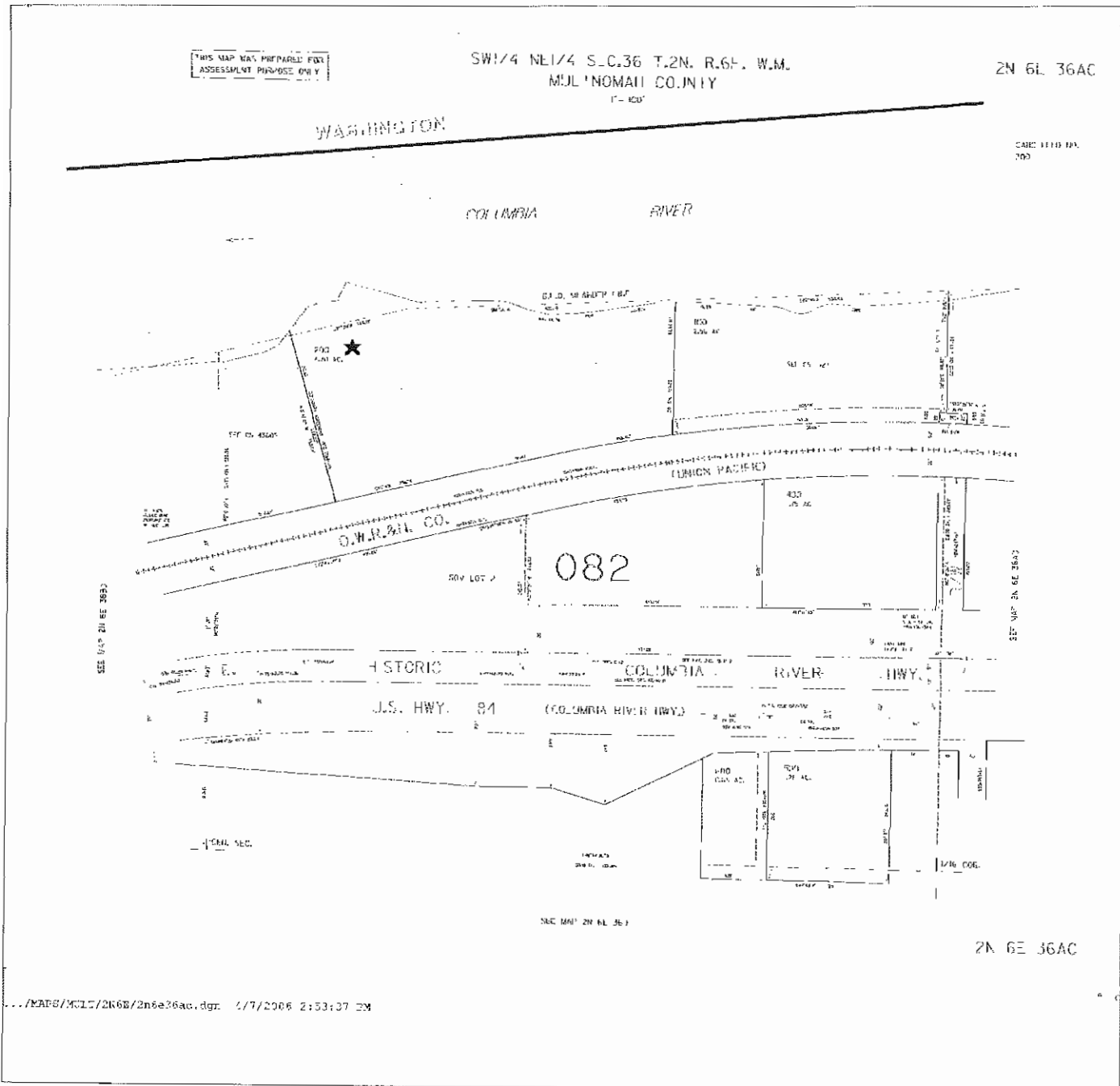


First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

This map is provided as a convenience in locating property
First American Title Insurance Company assumes no liability for any variations as may be disclosed by an actual survey

Reference Parcel Number 2N6E36AC 00200





First American Title Insurance Company of Oregon

Multnomah (OR)

Prepared For:

Prepared By:

Customer Service Department

222 SW Columbia St, Suite 400 - Portland, Oregon 97201

Phone: (503) 219-TRIO Fax: (503) 790-7872

OWNERSHIP INFORMATION

Owner : Heuker Properties Inc

Ref Parcel Number : 2N6E36BD 00100

CoOwner :

T: 02N R: 06E S: 36 Q: 250

Site Address : 63111 NE Tumalt Rd Cascade Locks 97014

Parcel Number : R323585

Mail Address : PO Box 98 Cascade Locks Or 97014

Telephone : Owner:

Tenant:

County : Multnomah (OR)

SALES AND LOAN INFORMATION

Transferred :

Loan Amount :

Document # : 97154039

Lender :

Sale Price :

Loan Type :

Deed Type :

Interest Rate :

% Owned :

Vesting Type :

PROPERTY DESCRIPTION

Map Page & Grid :

Census : Tract: 105.00 Block: 3

Improvement Type : B Dwelling (Single)

Subdivision/Plat :

Neighborhood Cd : R011

Land Use : 101 Res,Sfr,Improved

Legal : SECTION 36 2N 6E, TL 100 5.91

: ACRES, LAND & IMPS SEE (R956360221)

: MAP 362N6E

ASSESSMENT AND TAX INFORMATION

MktLand : \$167,500

MktStructure : \$372,080

MktTotal : \$539,580

M50 Assd Total :

% Improved : 69

11-12 Taxes : \$6,063.18

Exempt Amount :

Exempt Type :

Levy Code : 082

Millage Rate : 12.2796

PROPERTY CHARACTERISTICS

Bedrooms : 3

Building SF : 3,560

Stories : 1

Bathrooms : 2.00

1st Floor SF : 2,840

Garage SF :

Fireplace : 2

Above Ground SF :

Lot Acres : 5.91

Heat Type :

Upper Finished SF :

Lot SF : 257,568

Interior Material:

Unfin Upper Story :

Year Built : 2003

Exterior Finish :

Upper Total SF : 720

Year Appraised :

Floor Cover : Composition

Finished SF :

Appraisal Area :

Roof Type : Composition

Basement Fin SF :

School District :

Roof Shape : Gable

Basement Unfin SF : 1,344

Utility District :

Foundation : Concrete

Basement Total SF : 1,344

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

394318

NOV 8 1939

NOV 8 1939

LAND SALE CONTRACT

THIS AGREEMENT, by MARGARET C. BELLAR'S, hereinafter called "Vendor," and THOMAS A. GIUSTO, hereinafter called "Purchaser,"

RECITALS

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and all improvements thereon, situated in Multnomah County, State of Oregon, described as follows:

A tract of land in Section 36, Township 2 North, Range 6 East of the Willamette Meridian in the County of Multnomah and State of Oregon, described as follows:

Beginning at the one-quarter corner between Sections 35 and 36, Township 2 North, Range 6 East of the Willamette Meridian, and running thence South 74.87 feet to the Northerly right-of-way line of the O.W.R. & N. Railway; thence North 76° 01' East following said right-of-way line 182.7 feet to an iron pipe; thence North 15° 42' West 274 feet to an iron pipe at ordinary highwater line, said last mentioned iron pipe being the Northwest corner and true beginning point of land herein described running thence from said true beginning point and South 15° 42' East 274 feet to an iron pipe on Northerly line of O.W.R. & N. right-of-way; thence following said right-of-way North 76° 01' East 800 feet to an iron pipe; thence North 15° 42' West 272 feet to an iron pipe at ordinary high water line of Columbia River; thence down stream westerly and following said ordinary high water line 600 feet, more or less, to true place of beginning; TOGETHER with an easement for ingress and egress as granted in deed recorded August 16, 1939 in Book 509, page 200, Deed Records.

Purchase Price and Terms: The purchase price of the property, which Purchaser agrees to pay, shall be the sum of \$30,000.00, payable as follows:

\$5,000.00 upon acceptance and delivery of title insurance, the balance as follows: Equal monthly installments of not

Page 1 - LAND SALE CONTRACT

Registered By
Fidelity National
Title Insurance Company



BOOK 860 PAGE 412
-BOOK 870 PAGE 797-

less than \$100.00 commencing July 1, 1972, such payments to include interest upon the unpaid balance at 7% per annum, provided, however, that the entire unpaid balance shall be paid in full not more than two years from closing. No interest shall be charged if the entire unpaid balance is paid in full within six months from closing. Purchaser shall pay costs of recording, stamps and the real estate sales commission.

Taxes: All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of the date of this agreement. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Possession: Purchaser shall be entitled to possession of the premises upon closing.

Improvements, Alterations and Repairs: Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair. Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Vendor.

BOOK 880 PAGE 413
BOOK 870 PAGE 798

Title Insurance: Vendor shall furnish at Purchaser's expense a Purchaser's title insurance policy in the amount of \$50,000.00 within sixty (60) days from closing insuring Purchaser against loss or damage sustained by him by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Covenants of Title: Vendor covenants that she is the owner of the above described property free of all encumbrances except the easement above described.

Deed: That Vendor agrees that when the purchase price and interest are fully paid, she will deliver a Bargain and Sale Deed in proper form for record, duly executed, acknowledged, conveying said real and personal property in fee simple unto the Purchaser, his heirs and assigns, free and clear of all encumbrances as to the date hereof and free and clear of all encumbrances since that date placed, permitted or arising by, through or under Vendor. That Vendor agrees that at the time of the execution of this contract she will deposit with the FIRST NATIONAL BANK OF OREGON, Montavilla Branch, the Bargain and Sale Deed described above to be conveyed by her to Purchaser, together with instructions to said bank to deliver the Bargain and Sale Deed to Purchaser when this contract is fully paid and collected as herein described.

Insurance: Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than \$20,000.00 with loss payable to the parties hereto (and also to mortgagee if appropriate) as their interest

Revised By
Pioneer National
Title Insurance Company

880 414
870 799

appear at the time of loss with priority in payment to Vendor. Any amount received by Vendor under the insurance in payment of a loss shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser, on or after the date Purchaser becomes entitled to possession.

Default Provisions: In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at her option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and revest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof Purchaser may,

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Pioneer National
Title Insurance Company

BOOK 880 PG. 415
DATE 07-8-80

at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within ten days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than ten days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

Representations: Purchaser certifies that this contract of purchase is accepted and executed on the basis of the examination and personal knowledge of the premises and opinion of the value hereof; that no representations as to the condition or repair of said premises have been made by Vendor or by any agent of Vendor; that no agreement or promise to alter, repair, or improve said premises has been made by Vendor or by any agent of Vendor, except that the well and pump shall be in working order and, if not, shall be placed in working order at Vendor's expense; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.

Waiver: Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in

BOOK 880 PAGE 416
BOOK 870 PAGE 804

no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

Successor Interests: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

Attorneys' Fees: That in any suit or action to foreclose this contract or to enforce any of the provisions hereof, the parties agree to pay to the prevailing party such sums as the trial court may adjudge as reasonable attorney fees and costs, including all such costs and attorney fees incurred in any appeal taken therefrom to any appellate court, and the parties hereto agree to pay to the prevailing party the reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing, defending or participating in any suit or proceedings above referred to relative to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the 1st day of July, 1972.

Margaret C. Bellarte
MARGARET C. BELLARTE
"Vendor"

Thomas A. Giusto
THOMAS A. GIUSTO
"Purchaser"

Recorded by
Pioneer National
Title Insurance Company

814 861 033 8013

870 802 880 417

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 1st day of July, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARGARET C. MILLARS, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

John D. Oliver
Notary Public for Oregon
My Commission Expires: 6/26/75

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 1st day of July, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THOMAS A. GIUSTO, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

John D. Oliver
Notary Public for Oregon
My Commission Expires: 6/26/75

Recorded by
Pioneer National
Title Insurance Company

After Recording, return to:
J.J. Walker Real Estate
1904 S.E. Stark
Portland, Oregon 97233

After Recording, return to:

870
226

BOOK 870 PAGE 803

1972 JUL 20 PM 3 35

JOHN D. WELDON
DIR. REC. & ELEC.
MULTNOMAH CO., OREGON

870 226

WITNESS my hand and seal of office at Multnomah County, Oregon, this 20th day of July, 1972.

JOHN D. WELDON
Director of Records and Elections
Multnomah County, Oregon

DEED

BOOK 870 PAGE 418

1972 JUL 20 PM 3 35

JOHN D. WELDON
DIR. REC. & ELEC.
MULTNOMAH CO., OREGON

870 226

WITNESS my hand and seal of office at Multnomah County, Oregon, this 20th day of July, 1972.

JOHN D. WELDON
Director of Records and Elections
Multnomah County, Oregon

DEED

I have heretofore and my hand and
affixed my official seal the day and year last above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year last above written.

1972 SEP 6 PM 3 45

JOHN D. WELDON
DIR. REC. & ELEC.
MULTNOMAH CO., OREGON

870 226

WITNESS my hand and seal of office at Multnomah County, Oregon, this 6th day of September, 1972.

JOHN D. WELDON
Director of Records and Elections
Multnomah County, Oregon

DEED

Record
12398

My Commission Expires: 1973
Notary Public for Oregon

BOOK 519 18 1912

TL 100
2N6E 36BD

Insured by
Pioneer National
Title Insurance Company

(15)

As recorded to show correct legal

EX 882 394318

BOOK 519 18 1912
PAGE 796

LAND SALE CONTRACT

THIS AGREEMENT, by MARGARET C. BILLARTS, hereinafter called "Vendor," and THOMAS A. GIUSXO, hereinafter called "Purchaser,"

RECITALS

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and all improvements thereon, situated in Multnomah County, State of Oregon, described as follows:

A tract of land in Section 36, Township 2 North, Range 6 East of the Willamette Meridian in the County of Multnomah and State of Oregon, described as follows:

Beginning at the one-quarter corner between Sections 35 and 36, Township 2 North, Range 6 East of the Willamette Meridian, and running thence South 74.87 feet to the Northerly right-of-way line of the O.W.R. & N. Railway; thence North 76° 01' East following said right-of-way line 2102.7 feet to an iron pipe; thence North 15° 42' East 274 feet to an iron pipe at ordinary highwater line, said last mentioned iron pipe being the Northwest corner and true beginning point of land herein described running thence from said true beginning point and South 15° 42' East 274 feet to an iron pipe on Northerly line of O.W.R. & N. right-of-way; thence following said right-of-way North 76° 01' East 800 feet to an iron pipe; thence North 16° 42' West 272 feet to an iron pipe at ordinary high water line of Columbia River; thence down stream Westerly and following said ordinary high water line 800 feet, more or less, to true place of beginning; TOGETHER with an easement for ingress and egress as granted in deed recorded August 16, 1939 in Book 509, page 200, Deed Records.

Purchase Price and Terms: The purchase price of the property, which Purchaser agrees to pay, shall be the sum of \$30,000.00, payable as follows:

\$5,000.00 upon acceptance and delivery of title insurance, the balance as follows: Equal monthly installments of not



600-800-412
600-870-197

862 862

less than \$200.00 commencing July 1, 1972, such payments to include interest upon the unpaid balance at 7% per annum, provided, however, that the entire unpaid balance shall be paid in full not more than two years from closing. No interest shall be charged if the entire unpaid balance is paid in full within six months from closing. Purchaser shall pay costs of recording, stamps and the real estate sales commission.

Taxes: All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of the date of this agreement. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Possession: Purchaser shall be entitled to possession of the premises upon closing.

Improvements, Alterations and Repairs: Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair. Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Vendor.

Recorded in
Pioneer National
Title Insurance Company

BOOK 111 PAGES 18 1972

BOOK 880 PAGE 413
BOOK 878 PAGE 798

BOOK 882 PAGE 883

Title Insurance: Vendor shall furnish at Purchaser's expense a Purchaser's title insurance policy in the amount of \$30,000.00 within sixty (60) days from closing insuring Purchaser against loss or damage sustained by him by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Covenants of Title: Vendor covenants that she is the owner of the above described property free of all encumbrances except the easement above described.

Deed: That Vendor agrees that when the purchase price and interest are fully paid, she will deliver a Bargain and Sale Deed in proper form for record, duly executed, acknowledged, conveying said real and personal property in fee simple unto the Purchaser, his heirs and assigns, free and clear of all encumbrances as to the date hereof and free and clear of all encumbrances since that date placed, permitted or arising by, through or under Vendor. That Vendor agrees that at the time of the execution of this contract she will deposit with the FIRST NATIONAL BANK OF OREGON, Montavilla Branch, the Bargain and Sale Deed described above to be conveyed by her to Purchaser, together with instructions to said bank to deliver the Bargain and Sale Deed to Purchaser when this contract is fully paid and collected as herein described.

Insurance: Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than \$20,000.00 with loss payable to the parties hereto (and also to mortgages if appropriate) as their interests

Insured by
First National
Title Insurance Company

BOOK 880 PAGE 414
BOOK 870 PAGE 799

appear at the time of loss with priority in payment to Vendor. Any amount received by Vendor under the insurance in payment of a loss shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser, on or after the date Purchaser becomes entitled to possession.

Default Provisions: In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at her option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and re-vest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof Purchaser may,

Recorded by
Pioneer National
Title Insurance Company

Recorded By
Pioneer National
Title Insurance Company

From FATCO
DISCOUNT RESTATEMENT.COM
63112 NE TURNALT RD

2N6E 36 BD
+6+ 100

AFTER RECORDING, MAIL TO:
SIMS & SIMS P/O 10-16-01
Attn: Theodore E. Sims
522 SW Fifth Ave., #1110
Portland, OR 97204

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk
Total : 29.00
2001-164569 10/16/2001 04:03:20pm ATSM
A31 3 REC SUR DOR OLIS
15.00 3.00 10.00 1.00

UNTIL A CHANGE IS REQUESTED, TAX STATEMENTS
SHALL BE SENT TO THE FOLLOWING ADDRESS:

Heuker Properties, Inc.
62975 NE Turnalt Road
Cascade Locks, OR 97014

**STATUTORY BARGAIN AND SALE DEED
(PARCEL RE-CONNECTION)**

Heuker Properties, Inc., an Oregon corporation, Grantor, conveys to Heuker Properties, Inc., an Oregon corporation Grantee, the following described real property in the State of Oregon, County of Multnomah:

Legal Description is attached as Exhibit "A"

**THIS DEED IS BEING RECORDED TO CONSOLIDATE THE LEGAL
DESCRIPTION OF THE PROPERTY AS A SINGLE PARCEL.**

The true consideration for this conveyance is \$0.00.

The property described above was previously described as separate parcels, one conveyed to Grantor as Fee #97154039, recorded 10/6/97, and the other by deed to Grantor as Fee #2001-142346, recorded 9/7/01.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED
IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED
USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR
FOREST PRACTICES AS DEFINED IN ORS 30.930.**

Dated this 16th day of October, 2001.

3

Heuker Properties, Inc., an Oregon
corporation

By: Tim Heuker

Its: Secretary

STATE OF OREGON, COUNTY OF MULTNOMAH) ss.

The foregoing instrument was acknowledged before me this 16th day of October, 2001,
by Timothy Heuker as Secretary of Heuker Properties, Inc., an Oregon corporation, on
its behalf.

Rebecca A. Stephens
Notary Public for Oregon
My Commission Expires: June 19, 2005

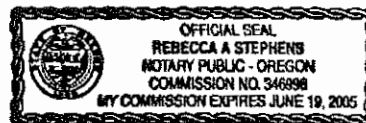


EXHIBIT "A"

A tract of land in Section 36, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the quarter corner between Sections 35 and 36, Township 2 North, Range 6 East of the Willamette Meridian, and running thence South 74.87 feet to the Northerly right of way line of the O.W.R. & N. Railway; thence North 76° 01' East following said right of way line 2182.7 feet to an iron pipe; thence North 15° 42' West 274 feet to an iron pipe at ordinary high water line of the Columbia River, said last mentioned iron pipe being the Northwest corner and true beginning point of land herein described; running thence from said true beginning point South 15° 42' East 274 feet to an iron pipe on Northerly line of O.W.R. & N. right of way; thence following said right of way North 76° 01' East 781.91 feet to the division line established by Agreement between Frank W. Hill and wife and Margaret C. Bellarts, recorded July 3, 1952 in Book 1546 page 139, Deed Records; thence North 15° 42' West 272 feet to an iron pipe at ordinary high water line of Columbia River; thence down stream Westerly and following said ordinary high water line 782 feet, more or less, to true place of beginning; TOGETHER with an easement for ingress and egress as granted in deed recorded August 16, 1939 in Book 509 page 200, Deed Records.

NS

PLU 9-7-01
Violet Courtwright
 Bernard H. Heuker
 63447 N.E. Tumalt Road
 Cascade Locks, OR 97014
Grantor's Name and Address
 Heuker Properties, Inc.

Grantee's Name and AddressAfter recording, return to (Name, Address, Zip):

Theodore E. Sims
 527 S.W. Fifth Avenue, #1110
 Portland, OR 97204-2128

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Bernard H. Heuker
 63447 N.E. Tumalt Road
 Cascade Locks, OR 97014

STATE OF OREGON,

County of _____ } ss.

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

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 24.00

2001-142346 09/07/2001 04:12:09pm ATLJH

A31	2	REC	SUR	DOR	OLIS
		10.00	3.00	10.00	1.00

By _____, Deputy.

BARGAIN AND SALE DEED - STATUTORY FORM
(INDIVIDUAL GRANTOR)

Bernard H. Heuker

_____, Grantor,
 conveys to Heuker Properties, Inc.

_____, Grantee,
 the following real property situated in Multnomah County, Oregon, to-wit:

See attached Exhibit "A".

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)The true consideration for this conveyance is \$ 17,000.00*. (Here, comply with the requirements of ORS 93.030.)

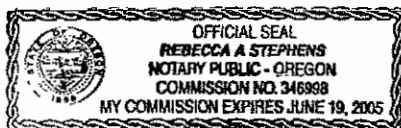
*Plus other value given or promised which is part of the consideration

Dated this 7th day of September, 2001.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
 THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-
 LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-
 PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES
 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
 PRACTICES AS DEFINED IN ORS 30.930.

*Bernard H. Heuker*STATE OF OREGON, County of Multnomah) ss.

This instrument was acknowledged before me on September 7, 2001,
 by Bernard H. Heuker



Rebecca A. Stephens
 Notary Public for Oregon
 My commission expires June 19, 2005

EXHIBIT "A"

A tract of land in Section 36, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the West quarter of Section 36; thence South, a distance of 74.87 feet to a point on the North right of way line of the O.W.R. & N. Co. Railway (a 100 foot right of way); thence North $76^{\circ} 01' 00''$ East, along said North right of way line, a distance of 2692.00 feet to a $5/8$ inch diameter iron rod and the point of beginning of the tract of land herein to be described; thence North $76^{\circ} 01' 00''$ East, continuing along said North right of way line, a distance of 272.61 feet to a 1-1/2 inch diameter iron pipe; thence North $15^{\circ} 42' 00''$ West, a distance of 263.66 feet to a 1-1/2 inch diameter iron pipe; thence continuing North $15^{\circ} 42' 00''$ West, a distance of 6.3 feet, more or less, to the ordinary high water line of the Columbia River; thence Southwesterly, along said high water line, a distance of 277 feet, more or less, to a point that bears North $16^{\circ} 08' 42''$ West, a distance of 38.5 feet, more or less, from a $5/8$ inch diameter iron rod; thence South $16^{\circ} 08' 42''$ East, a distance of 38.5 feet, more or less, to a $5/8$ inch diameter iron rod; thence continuing South $16^{\circ} 08' 42''$ East, a distance of 211.46 feet to the point of beginning.



MULTNOMAH COUNTY OREGON
LAND USE AND TRANSPORTATION PROGRAM
 1600 SE 190TH AVE., SUITE 116, PORTLAND, OR 97233
 PH: 503-988-3043 FAX: 503-988-3389
<http://www.co.multnomah.or.us/landuse>

**CERTIFICATION OF
 ONSITE SEWAGE DISPOSAL**
 For rural unincorporated Multnomah
 County

Take this form to the Trade Permits Section,
 City of Portland, Development Services Center
 (see back of form for information)

Address of Proposed Work 63433-63447 NE TUMALT RD CASCADE LOCKS 97014

Property Map & Tax Lot #: 2N6E36AC 00200 Alternate Acct. #R: 956360280

Description of proposed work for this certification: No proposed work. P.L.A. between this + 63111, a move of 160' West = more prop. for 63433.

Change in number of bedrooms? Y ☐ N ☒ # of existing bedrooms _____ # of bedrooms at completion _____

Applicant's Name Dale Marx c/o MARX ASSOCS.

Mailing Address P O BOX 565 Phone 503.667.5550

City GRESHAM State OR ZIP 97030

-- TO THE APPLICANT --

One form is required for each lot affected.

Land Use approval involving new construction or addition to any building(s), a change in use, the creation of a new parcel, or property line adjustment requires approval by the Sanitarian. If you use a private onsite sewage disposal system, complete the above section of this form and deliver it to the City of Portland, Trade Permits Section at the address below. After the Sanitarian has reviewed and returned this form to you, include the form and the signed site plan in your application to Multnomah County Land Use.

This form must be accompanied by:

1. **Scaled, legible site plan** (11"x17") showing the location of all proposed development and of existing structures on the site, sewage and storm water disposal systems, wells, creeks and drainage ways
2. **Floor plans** (8 1/2"x11") for any interior remodel or exterior work resulting in alteration of the existing floor plan
3. **Current City of Portland Sanitation Application**

Mail or deliver completed application to:

City of Portland, Bureau of Development Services
 Trade Permits
 1900 SW 4th Ave., First Floor
 Portland, OR 97201

For further information call:
 Trade Permits (503) 823-7363
 Records & Resources (503) 823-7660

Note: Refer to the current sanitation application for the current fee for certification of onsite sewage disposal with site visit. The review and completion time of this certification may take up to 20 business days. If you have further technical questions, please call 503-823-6892.

-- TO BE COMPLETED BY THE SANITARIAN --

Based on present knowledge of the area, the proposed use described above, and on current regulations of the Oregon Department of Environment Quality, the Sanitarian hereby finds that:

- ☐ Land Feasibility Study No. _____ certifies this property for an onsite sewage disposal system in form of:
- ☒ Standard septic tank and drainfield
- ☐ Sandfilter and drainfield
- ☐ ATT (Advanced Treatment Technology) and drainfield
- ☒ The proposed use will not impact the existing system(s), which is:

Conditions/comments No concerns to septic. Replace cracked riser pit.

Emin Nick
 Registered Environmental Health Specialist

3/28/12
 Date

RETURN THIS FORM TO Multnomah County

Permit No. 12-121095 SE, 12-121089 SE
 Date

CITY OF CASCADE LOCKS

MARX ASSOCIATES
18615 E. BURNSIDE STREET
PORTLAND, OR 97233
TEL: 503-667-5550
FAX: 503-666-8666
EMAIL: DALE@MARXASSOCS.NET
DAN@MARXASSOCS.NET

ULTNOMAH CO., OREGON

FEBRUARY 17, 2012
DRAWING NO. 12009EXC
ACCOUNT NO. 12009

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEBRUARY 14, 1985
DANIEL R. BAUER
2123
EXPIRATION DATE 12/31/13

COLUMBIA RIVER

12-121095 SE
P.L.A. No concerns to septic.
E. Mark 3/28/12

12-121089 SE
P.L.A. no
concerns to
septic.
E. Mark 3/28/12

12-121093 SE
P.L.A. No concerns
to septic
E. Mark 3/28/12

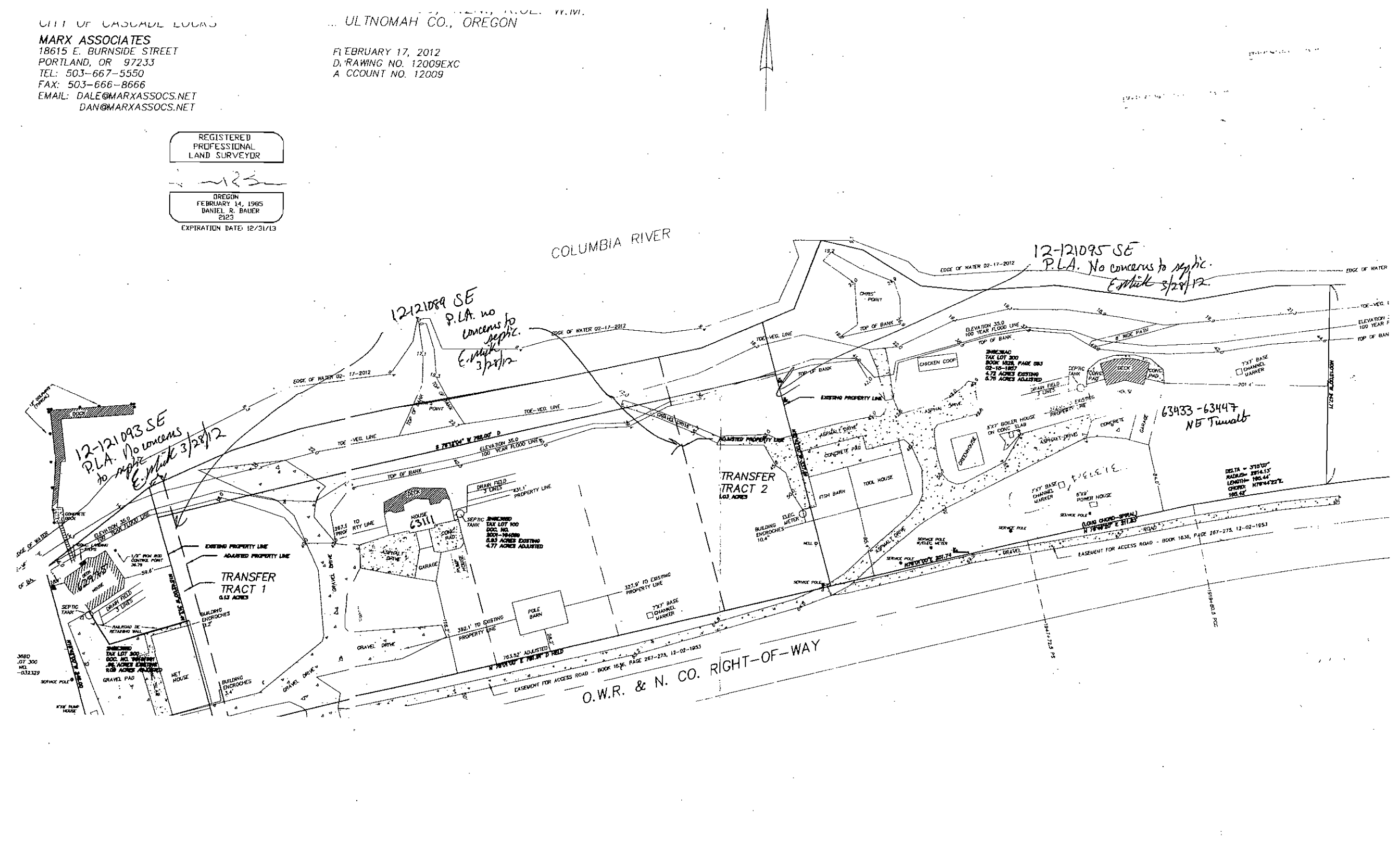
63433-63447
NE Tunalb

DELTA = 375.03"
RADIUS = 2714.13"
LENGTH = 180.44"
CHORD = 179.4427"

TRANSFER
TRACT 2
1.03 ACRES

TRANSFER
TRACT 1
0.13 ACRES

O.W.R. & N. CO. RIGHT-OF-WAY





MULTNOMAH COUNTY OREGON

LAND USE AND TRANSPORTATION PROGRAM

1600 SE 190TH AVE., SUITE 116, PORTLAND, OR 97233

PH: 503-988-3043 FAX: 503-988-3389

<http://www.co.multnomah.or.us/landuse>

CERTIFICATION OF ONSITE SEWAGE DISPOSAL

For rural unincorporated Multnomah
County

Take this form to the Trade Permits Section,
City of Portland, Development Services Center
(see back of form for information)

Permit No.

Date

12-121093 SE
12-121095 SE + 12-121089 SE 3/28/11

Address of Proposed Work 63111 NE TUMALT RD CASCADE LOCKS 97014 72

Property Map & Tax Lot #: 2N6E36BD 00100 Alternate Acct. #R: 956360370

Description of proposed work for this certification: No proposed work. Property line
adjustment moving line from 6160' West, giving 63433 more land. Also
a 20' to east from 62975 onto 63111. giving 62478 more land

Change in number of bedrooms? Y ☐ N ☒ # of existing bedrooms _____ # of bedrooms at completion _____

Applicant's Name Dale Marx c/o MARX ASSOCS.

Mailing Address P O BOX 565 Phone 503.667.5550

City GRESHAM State OR ZIP 97030

-- TO THE APPLICANT --

One form is required for each lot affected.

Land Use approval involving new construction or addition to any building(s), a change in use, the creation of a new parcel, or property line adjustment requires approval by the Sanitarian. If you use a private onsite sewage disposal system, complete the above section of this form and deliver it to the City of Portland, Trade Permits Section at the address below. After the Sanitarian has reviewed and returned this form to you, include the form and the signed site plan in your application to Multnomah County Land Use.

This form must be accompanied by:

1. **Scaled, legible site plan** (11" x 17") showing the location of all proposed development and of existing structures on the site, sewage and storm water disposal systems, wells, creeks and drainage ways
2. **Floor plans** (8 1/2" x 11") for any interior remodel or exterior work resulting in alteration of the existing floor plan
3. Current **City of Portland Sanitation Application**

RECEIVED
3-30-11

Mail or deliver completed application to:

City of Portland, Bureau of Development Services
Trade Permits
1900 SW 4th Ave., First Floor
Portland, OR 97201

For further information call:
Trade Permits (503) 823-7363
Records & Resources (503) 823-7660

Note: Refer to the current sanitation application for the current fee for certification of onsite sewage disposal with site visit. The review and completion time of this certification may take up to 20 business days. If you have further technical questions, please call 503-823-6892.

-- TO BE COMPLETED BY THE SANITARIAN --

Based on present knowledge of the area, the proposed use described above, and on current regulations of the Oregon Department of Environment Quality, the Sanitarian hereby finds that:

- ☐ Land Feasibility Study No. _____
certifies this property for an onsite
sewage disposal system in form of:
- ☒ Standard septic tank and drainfield
☐ Sandfilter and drainfield
☐ ATT (Advanced Treatment Technology) and drainfield
- ☒ The proposed use will not impact
the existing system(s), which is:

☒ Conditions/comments No concerns to septic tank locations &
drainfields.

E. J. J. J.
Registered Environmental Health Specialist

Date

3/28/11

RETURN THIS FORM TO Multnomah County