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June 4, 2024

Via Email Only to Jacyn.normine@columbiacountyor.gov

Columbia County Board of Commissioners
c/o Jacyn Normine
230 Strand St.
St. Helens, OR 97051

Re: *In the Matter of the Proposed Vacation of Luma Vista Drive and Skyline Terrace near Scappoose, Oregon*

FOLLOWUP PUBLIC COMMENT / OBJECTION

To the Commissioners of Columbia County:

The Commissioners heard public comment on this vacation request on May 22, 2024. At the conclusion of the hearing, additional time for submitting follow-up comments was granted. The matter is scheduled to be heard again, at a date and time to be determined.

I am participating in this proceeding as an individual citizen, and not as a representative of the City or any client. I learned about this application when I read the posted signage at the Luma Vista intersection with JP West Road. My perspective is based on a combination of my experience as a resident of JP West Road, my own legal research, and my exposure to the opinions of many members of the community due to my work as an attorney locally.

If the County gives Luma Vista Drive and Skyline Terrace away to the applicants, public access to public property is going to be permanently and irrevocably impaired. At a minimum, the Luma Vista residents will hold all the bargaining chips for emergency and other access to the Vista Property. In a worst-case scenario, without a way for the City of Scappoose to utilize Luma Vista for access and parking for its property, the potential for the site as a true Park would be lost. Even worse, the City could be tempted to sell the Vista Property, and “informal” public access would be lost altogether. There is no comparable forested, “view” property for the City to purchase as a replacement for Vista.

The Steinke development could have been platted to include a cul-de-sac at the top of Luma Vista. Instead, Luma Vista directly abuts the Vista Property. Partition Plat 2003-27 Sheet 1, Paragraph 7 notes that Luma Vista was an “existing roadway” in 2003. Note that the federal government is the direct predecessor in interest to the City of Scappoose. See Deed dated October 3, 1956 attached as Exhibit A. The roadway likely evolved as a way for Bonneville Power Administration and federal authorities to access the powerlines that intersect the Vista Property. There is a powerline easement, but the grade is so steep that no vehicle could use it. A copy of the easement dated August 24, 1940 is attached as Exhibit B. If the road currently known as Luma Vista has existed since 1940, the City has an argument that it has a non-exclusive easement by prescription to access its land via Luma Vista.

The Luma Vista residents have expressed concern regarding their potential to be held personally liable for accidents on the roadway due to increased traffic volume. As a civil attorney, I handle motor vehicle collision cases, and I have more than fifteen years of experience navigating insurance and liability issues. The likelihood that any individual “high value” resident would be found personally liable for injuries to a third party due to a condition of the road is slim to none. First, there is the threshold question of whether or not a breach of their legal duty to an accident victim actually caused the victim damages. Then, insurance is the first payor of damages anyway. I am not convinced that Luma Vista is an unsafe road for the public. The road drop-offs and blind corners are just as bad (or worse) on JP West Road leading up to Luma Vista and past Dwight Drive and upwards towards Holaday than on Luma Vista itself. The sun is blinding on JP West in late afternoon and evening. Still, pedestrians walk JP West regularly – including my own children.

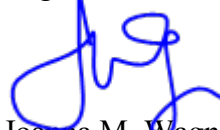
The City does not need to develop the Vista Property into an event center that accommodates large gatherings at one time. Note that the trip count for one Luma Vista household is around 10 trips per day. The current daily number of trips attributable to the residents, guests, and deliveries for the existing six households on Luma Vista would exceed the daily trip count for a nature park with a modest parking area of around 10 stalls. If all ten Luma Vista lots were developed, trips to the Vista Property would represent an even smaller percentage of road traffic per day.

The Commissioners should also assign no value whatsoever to the suggestion that the Parks Master Plan for Scappoose does not mention of Luma Vista as an entrance to the Vista Property, or provide extensive commentary on the Vista Property at all. Applicant Paul Fidrych is a long-time member of the Parks and Recreation Committee for the City of Scappoose, with a term that expires August 2024. He helped to develop the Master Plan this past year. During the process, he failed to disclose to the Committee that he made this application to vacate Luma Vista. Meanwhile, despite this conflict of interest, he was in a unique position to influence decision-making and written commentary regarding the Vista Property in the Master Plan. He continues to be in that influential position.

The City of Scappoose is not bullying these residents. They are wealthy, sophisticated, and influential individuals. They purchased their real estate with full knowledge that it had the potential to be burdened by road maintenance and other “hidden” costs. However, all residents of

Columbia County are generally bearing similar burdens of increased real property ownership costs, increased road traffic, and increased crime and vandalism. Vacating Luma Vista is not in the public interest. This road vacation would overwhelmingly benefit private citizens at the expense of the public, and the overall quality of life of the citizens of Columbia County.

Regards,



Joanna M. Wagner
Attorney at Law

Enclosures

4-1040
(October 1955)

Oregon 05086

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Portland, Oregon, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the City of Scapoose, Oregon, according to the provisions of the Act of Congress approved June 23, 1936 (49 Stat. 1892), for the following Oregon and California railroad grant lands title to which vested in the United States under the Act of Congress of June 9, 1916 (39 Stat. 218):

Willamette Meridian, Oregon.

T. 3 N., R. 2 W.,

Sec. 11, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$.

The area described contains 80 acres, according to the Official Plat of the survey of the said land, on file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the services, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said City of Scapoose, Oregon, and to its successors, the tract above described: AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said City of Scapoose, Oregon, and to its successors and assigns forever; subject to any reserved and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States, excepting, however, from this conveyance that certain transmission line and appurtenances thereto, constructed by the Bonneville Power Administration, through, over, or upon the land herein described, and the right of the Bonneville Power Administration, its officers, agents, or employees to maintain, operate, repair, or improve the same so long as needed or used for or by the United States.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the
THIRD day of OCTOBER in the year of
our Lord one thousand nine hundred and FIFTY-SIX
and of the Independence of the United States the one hundred
and EIGHTY-FIRST.

[SEAL]

For the Director, Bureau of Land Management.

By _____
Chief, Patents Section.

Patent Number 5393

4408 W. V. JENSEN, County Clerk

Witness our hands and seals this 24th day of August, 1940.
Executed in the Presence of

(I.R.S. \$2.00 cancelled) Frank E. Klinzler (SEAL)
Madge E. Klinzler (SEAL)

STATE OF OREGON,) ss
County of Columbia)

BE IT REMEMBERED, That on this 24th day of August A.D. 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Frank E. Klinzler and Madge E. Klinzler, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

John L. Foote
Notary Public for Oregon
My Commission Expires October 18, 1943

Filed August 24th, 1940
at 11:45 o'clock A.M.
J. W. Hunt, County Clerk
By E.W. Mickelson, Deputy.

TRANSMISSION LINE EASEMENT

GUST HEIN TO UNITED STATES OF AMERICA
7-31-40 Washington and Oregon
C.G.H. For use with option form BP-420 (Rev. 2/8/40) Tract No. SJ-A-89
EWB

FOR AND IN CONSIDERATION of the sum of Sixty-six and 50/100 Dollars (\$66.50), in hand paid, receipt of which is hereby acknowledged, I, Gust Hein, widower, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right-of-way over, upon, under and across the following described land in the County of Columbia, in the State of Oregon; to-wit:

A parcel of land being that portion of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section eleven (11), Township three (3) North, Range two (2) West, Willamette Meridian, Columbia County, Oregon, except the west eight (8) rods thereof; which lies within a strip of land one hundred (100) feet in width, the boundaries of said strip lying fifty (50) feet distant on either side of and parallel to the survey line of the St. Johns-Astoria transmission line as now located and staked on the ground over, across, and upon the above property, and particularly described as follows:

Beginning at survey station 594+60.52, a point on the south line of Section eleven (11), Township three (3) North, Range two (2) West, Willamette Meridian, said point being S. 87° 16' 12" E. along said south line a distance of eighty-seven and twenty-six hundredths (87.26) feet from the quarter section corner on the south line of said Section eleven (11); thence N. 0° 45' 15" E. a distance of nineteen hundred two and ninety-two hundredths (1902.92) feet to survey station 613+63.44 back equals survey station 613+62.48 ahead; thence N. 15° 09' 15" E. a distance of two thousand seventy-four and forty-four hundredths (2074.44) feet to survey station 634+26.92; thence N. 25° 48' 15" E. a distance of one thousand three hundred ninety-nine and forty-three hundredths (1399.43) feet to survey station 648+36.35, a point on the north line of said Section eleven (11), said point being N. 89° 35' 36" W. along said north line a distance of one thousand four hundred thirty-eight and sixty-six hundredths (1438.66) feet from the northeast corner of said Section eleven (11).

The above-described strip of land has a length of 1350 feet and contains 3.10 acres, more or less.

Subject to the lien of 1941 taxes which I, the grantor, agrees to pay and against which I undertake and agree to indemnify and hold the grantee harmless.

The aforesaid easement and right-of-way is for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and the appurtenances necessary thereto; the further right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

I covenant with the UNITED STATES OF AMERICA that I am lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same;

ABA312

OK