

**After Recording Return to:**

City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

**CITY**

City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

**APPLICANT/McFeron**

Greg and Amanda McFeron  
35262 Fir Street  
St. Helens, OR 97051

**FIFTH AMENDMENT TO**

**SEWER SERVICE AGREEMENT**

**Instrument No. 05418**

**Recorded May 31, 2000**

**FIRST AMENDMENT**

**Instrument No. 2005-006920**

**Recorded May 25, 2005**

**SECOND AMENDMENT**

**Instrument No. 2010-004817**

**Recorded June 11, 2010**

**THIRD AMENDMENT**

**Instrument No. 2015-003387**

**Recorded May 6, 2015**

**FOURTH AMENDMENT**

**Instrument No. 2020-004540**

**Recorded May 21, 2020**

This Fifth Amendment to Sewer Service Agreement is entered into this **16<sup>th</sup> day of July, 2025** by and between The City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as "**City**" and Greg and Amanda McFeron, hereinafter referred to as "**McFeron**".

**RECITALS**

- A. McFeron owns property located at 35262 Fir Street, St. Helens, Oregon, located and being in Columbia County, Oregon, said property being more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.

- B. City and McFeron entered into a Sewer Service Agreement dated May 5, 2000, to permit City sewer service to be extended to the McFeron property due to a failing septic system.
- C. The original Sewer Service Agreement was recorded on May 31, 2000, in the Official Deed records of Columbia County, Oregon, as Instrument No. 05418
- D. As part of the original Agreement, the authorization for sewer service would expire after five (5) years.
- E. The contemplated comprehensive sewer improvement to Firlock Park was not performed in the timeframe contemplated by the original agreement.
- F. The City and McFeron then agreed to amend the May 5, 2000, Agreement to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park.
- G. The City and McFeron then agreed to amend the May 25, 2005, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park.
- H. The City and McFeron then agreed to amend the May 4, 2010, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive improvement for Firlock Park.
- I. The City and McFeron then agreed to amend the April 15, 2015, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive improvement for Firlock Park.
- H. The City and McFeron then agreed to amend the April 1, 2020, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive improvement for Firlock Park
- I. Again, the improvements have not been made as of this date, July 16, 2025, and until this property has been annexed and public sanitary sewer is available, the McFeron's will need to continue using the STEP system.
- I. The twenty (20) year limitation for sewer service included in the May 21, 2020, Fourth Amendment to Sewer Service Agreement, numbered paragraph 2, set forth below, was extended to reflect an additional five (5) year extension of time to May 5, 2025 by the Fourth Amendment to Sewer Service Agreement:

*2. The Applicant, upon compliance with all the terms and conditions of this Agreement, shall be permitted to connect to the City sewer line and receive City sewer service for a period*

*of no more than twenty (20) years from the date of this Agreement.*

- J. The twenty (20) year limitation for placement of improvements and removal of improvements included in the May 21, 2020, Fourth Amendment to Sewer Service Agreement, numbered paragraph 10, set forth below in pertinent part, was extended to reflect an additional five (5) year extension of time to May 5, 2025 by the Fourth Amendment to Sewer Service Agreement:

*10. Applicant shall be solely responsible for the full cost of the removal of the service extension, including all lines and equipment, unless the City agrees to retain any portion of the improvement, in its sole discretion. Applicant shall remove the system upon demand by the City, but no later than twenty (20) years from the date of this Agreement, and shall connect to and pay their fair share of any comprehensive sewer improvement to the Firlock Park area or portion thereof..*

- K. The original Sewer Service Agreement dated May 5, 2000 identified the McFeron's willingness to irrevocably annex property addressed as 35262 Fir Street, St. Helens, Oregon, located and being in Columbia County, Oregon, said property being more particularly described in Exhibit A, and after determining the property is eligible for annexation, the City initiated the annexation, which was approved by the City Council by Ordinance No. 3311 on July 16, 2025.

**NOW, THEREFORE,** in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, City and McFeron agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. The limitation for sewer service as referenced above in paragraph I, is hereby extended to reflect an additional ten (10) year extension of time to May 5, 2035.
3. The limitation for placement of improvements and removal of improvements as referenced above in paragraph J, is hereby extended to reflect an additional ten (10) year extension of time to May 5, 2035.
4. City and McFeron agree to record this document in the Official Deed Records of Columbia County, Oregon.
5. All other terms of the original May 5, 2000, Sewer Service Agreement, as amended, remain in full force and effect.

6. **IN WITNESS WHEREOF**, the parties hereto have executed this instrument effective the day and year first hereinabove written.

**CITY**

City of St. Helens, Oregon.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**McFERON**

Greg McFeron

\_\_\_\_\_  
Amanda McFeron  
\_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF COLUMBIA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared \_\_\_\_\_, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed of the **City of St. Helens**, executed by authority of its Mayor and City Council.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF COLUMBIA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared **Greg McFeron**, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF COLUMBIA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared **Amanda McFeron**, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

98-10416

After recording return to:

AMANDA K. MCFERON297 S. 15THST. HELENS, OR 97051

TITLE ORDER NO: 07-16449

KEY ESCROW NO: 07-16449

Until a change is requested tax statements  
shall be sent to the following address:

SAME AS ABOVE

WARRANTY DEED -- STATUTORY FORM  
(INDIVIDUAL OR CORPORATION)

E.  
GAIL E. RAKITNICH Grantor,



conveys and warrants to:

AMANDA K. MCFERON and GREG E. MCFERON, husband and wife, Grantee,

the following described real property free of encumbrances except as  
specifically set forth herein:

Tract 58, FIRLOCK PARK, according to the Plat thereof recorded in Volume 2 of  
Plats, page 101, records of Columbia County, Oregon. Excepting therefrom  
Minerals as reserved in Book 70, page 562, Deed Records, Columbia County,  
Oregon.

## SUBJECT TO:

1. Taxes for the fiscal year 1998-99, a lien in an amount to be determined,  
but not yet payable.

Account No.: 02-08-2-4108-022-03000

2. The rights of the public in and to that portion of the premises herein  
described lying within the limits of roads, streets and highways.

3. Easement for ingress and egress above and below the surface of the land  
as implied by reservation of mineral rights in deed.

Dated: August 26, 1998

Recorded: September 1, 1998

Book/Page: 70/562

From: State of Oregon

To: J.W. Person

The mineral interest reserved or excepted above has not been followed out  
and subsequent transactions affecting said interest or taxes levied against  
same are not reflected in this title evidence.

Tax Account No: 4108-022-0300 Map No: 02-08

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.

The true consideration for this conveyance is \$153,000.00. However, if  
the actual consideration consists of or includes other property or other  
value given or promised, such other property or value was part of the/the  
whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of  
Directors.

Dated this 21st day of August, 1998.

GRANTOR(S):

Gail E. Rakitnich  
GAIL E. RAKITNICH

STATE OF OREGON, County of Columbia, ss.

This instrument was acknowledged before me on Aug. 21, 1998,  
by GAIL E. RAKITNICH

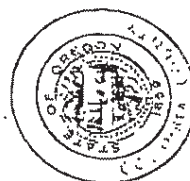
Dani Corongia  
Notary Public for Oregon

My commission expires: 7/28/99



I hereby certify that the within instrument was received for record and recorded in the County of Columbia, State of Oregon.

10416 '99 11:521 PJ30



ELIZABETH HUSER, County Clerk  
By: Gail E. Rakitnich Deputy  
Recorded at 12084 of Page 2  
FEE \$ 40.00