



\$107.00

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06/28/2010 12:35:08 PM

After Recording, Return To:
Nancy Ide
Oregon City Recorder
625 Center Street
Oregon City, OR 97045

D-E Cnt=1 Stn=4 KANNA
\$65.00 \$16.00 \$16.00 \$10.00

PLANNING FILE No. TP09-02 (GUS MEADOWS)
TAX MAP No. 3 2E 15BB
TAX LOT No. 16200

Document Title: Deed of Conservation Easement
Grantor: Camerun J. Davis and Sarah D. McCarthy
Grantee: The State City of Oregon City

I. DEED OF CONSERVATION EASEMENT

T HIS GRANT DEED OF CONSERVATION EASEMENT is made this 8th day of June, 2010, by Camerun J. Davis & Sarah D. McCarthy ("Grantor"), in favor of THE CITY OF OREGON CITY ("City"), the address of which is 625 Center Street, Oregon City, OR 97045:

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of that certain real property in Clackamas County, Oregon ("the Property"), as more particularly described in the attached Exhibit A and as approximately located on the map attached as Exhibit B; and,

WHEREAS, the Property supports habitat for a diversity of wildlife species, possesses natural beauty and numerous open spaces, and holds significant scenic and esthetic values (collectively "the Conservation Values"); and,

WHEREAS, Grantor and the City recognizes the Conservation values of the Property; and,

WHEREAS, Oregon law authorizes the City to acquire rights in real property to protect, preserve, maintain, improve, restore, and limit the future use of land and to conserve land for open space purposes, and further directs the City to preserve, protect, and perpetuate all wildlife species, which responsibility City undertakes through the conservation of land and the protection of wildlife habitat; and,

NOW, THEREFORE, pursuant to the laws of the State of Oregon and the terms and conditions contained herein, Grantor hereby grants, conveys, and warrants to the City a conservation easement in perpetuity over the Property ("this Easement") consisting of certain rights in the Property, the nature and character of which are set forth in this instrument.

SECTION I

General Provisions

- A. **Purpose.** It is the Purpose of this Easement to ensure that the Property will be retained forever in its natural and open space condition, to protect habitat, and to prevent any use of the Property that will damage, impair or interfere with the Conservation Values of the Property (collectively the "Purpose of this Easement"). Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the Purpose of this Easement, except as specifically allowed herein. Any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement is prohibited and is a violation of this Easement.
- B. **Perpetual Restrictions.** This Easement shall run with the land and shall encumber the title to the Property in perpetuity. The terms and conditions of this Easement shall be binding upon and inure to the benefit of Grantor and the City and their respective successors, assigns, personal representatives, executors, and heirs.
- C. **Residual Rights.** Except as limited by this Easement, Grantor may exercise and enjoy all rights accruing from ownership of the Property, including the right to use the Property for any purpose that is consistent with this Easement.
- D. **Public Access.** This Easement does not grant to the general public a right of access.

SECTION II

Rights Granted to City

By this Easement, Grantor grants to the City all of the following:

- A. **Development Rights:** Grantor grants to the City all of Grantor's rights and interest in all present and future development rights of the Property. Said development rights may not be used on or transferred to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise. No development rights may be used for the purpose of calculating permissible lot yield or density of the Property or any other property with regard to any land use or zoning that affects or may affect the Property.
- B. **Stewardship:** Grantor grants to the City the right to monitor, preserve, protect, restore, and enhance the Conservation Values of the Property in perpetuity.
- C. **Access with Notice:** Grantor grants to the City, including its employees and contractors, the right to enter upon the Property, upon reasonable prior notice, for the following:
 - 1. To inspect the Property in order to monitor compliance with the terms and conditions of this Easement, or to evaluate a suspected violation of this Easement;
 - 2. To identify, preserve, protect, restore, and enhance the Conservation Values, subject to Grantor's reserved rights in this Easement;
 - 3. To evaluate compliance with management plans as may be developed pursuant to this Easement;
 - 4. To restore habitat areas damaged by activities inconsistent with this Easement;
 - 5. To conduct environmental education and research for the benefit of the public; and,
 - 6. To post regulatory and other signs and notices related to the Purpose of this Easement.
- E. **Enforcement:** Grantor grants to the City the right to immediately enter the Property for the purpose of mitigating or terminating a violation of this Easement when the City, in its sole discretion, determines that a violation of this Easement has occurred or is occurring. Grantor grants to the City the right to enforce the terms and conditions of this Easement as set forth in Section IV, below.

- F. **Assignment:** Grantor grants to the City the right to assign, convey, and otherwise transfer the City's interest and rights as granted by this Easement, or any part thereof, in accordance with Section VIII, subsection G, below.

SECTION III Grantor's Use of the Property

To accomplish the Purpose of this Easement, Grantor hereby precludes or limits the following uses of the Property in perpetuity:

Subdivision: Grantor may not divide, subdivide or partition the Property into two or more separate parcels without the Grantor's prior written approval.

Structures: Any structure that exists on the date of execution of this Easement may be repaired, maintained and replaced within its current footprint.

~~**Roads and Access Easements:** Grantor is excepting from this transaction the property identified in Exhibit _____ ("Grantor's Retained Property"). Grantor may undertake the construction, maintenance, renovation, and/or replacement of roads over, upon, along, across the Property as Grantor deems appropriate in Grantor's sole discretion to serve the Grantor's Retained Property. New roadways, including areas affected by ditches and culverts and other disturbance, shall not exceed the greater of twenty (20) feet in width or the minimum width provided by law for any particular legal use of the Property desired by Grantor and permitted under this Easement.~~

Additional Construction: Except as allowed above regarding Roads and Access Easements, above, additional structures, wells, pipelines, septic systems, roads, and pavement are prohibited.

Billboards: Billboards and commercial signs are prohibited.

Fences: Constructing and maintaining fences and gates is permitted, provided they are wildlife-passable in accordance with the then-current recommendations of the City.

Utilities: New utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel or communication lines, or related facilities, are prohibited.

Residential Use: Residential use is prohibited.

Industrial Use: All industrial uses and activities are prohibited.

Commercial Use: All commercial uses and activities are prohibited.

Tree cutting: Commercial or non-commercial harvest of timber or the cutting, pruning, removing, or destroying of trees or other vegetation, whether live, standing, dead, dying, down, diseased, or insect-infested, is prohibited, except with the City's prior written approval of a Timber Management Plan prepared at Grantor's sole cost. Selling trees and vegetation that are removed in accordance with the terms and conditions of this Easement is permitted. Grantor's personal, non-commercial use of dead and down firewood is permitted, provided that it does not impair the Conservation Values.

Cultivation and Farming: Commercial and non-commercial farming, plowing and cultivation of crops are prohibited, except in those areas where such use is already in practice at the time this easement was granted.

Herbicides and Pesticides: Use of herbicides or pesticides is prohibited, except with the City's prior written approval.

Stewardship and Restoration: Preserving and protecting the Conservation Values is consistent with the Purpose of this Easement and permitted. Restoring and enhancing habitat requires the prior written approval of the City.

Other Prohibitions: Any other use of, or activity on, the Property which is or may become inconsistent with the Purpose of this Easement or the Conservation Values of the Property is prohibited.

Non-native Species: Planting or introducing any non-native, noxious, or invasive species of vegetation is prohibited.

Alteration of Watercourses: Alteration or excavation of watercourses and wetlands is prohibited.

Mining: Surface mining for the extraction or removal of hydrocarbons, minerals, rock, gravel, or sand is prohibited. Excavation of, or fill with, soil, sand, gravel, rock, peat, or sod is prohibited.

Waste Disposal: Disposing of or storing rubbish, garbage, debris, vehicles or abandoned equipment or parts thereof, or other unsightly, offensive, or hazardous waste or material is prohibited.

Aircraft: Aircraft may not land on or take off from the Property. Aircraft facilities and landing strips are prohibited.

Vehicles Off-Road: Off-road operation of motorcycles, snowmobiles, or any other type of motorized vehicles is prohibited, except as necessary to conduct permitted uses and activities.

Easements: The grant of any road or utility easement or right-of-way over, under, or across the Property is prohibited.

Wildlife Harassment: Harassment of wildlife is prohibited. Lawful hunting is not wildlife harassment.

Public Health and Safety: Undertaking activities necessary to protect public health or safety as mandated by an appropriate government authority is permitted, provided that these activities minimize adverse impacts to the Conservation Values.

SECTION IV

Enforcement of the Conservation Easement

- A. **Notice of Violation:** Except in those circumstances requiring immediate entry as set forth in subsection D of Section II, above, if the City determines that there is or has been any threatened or actual damage to any of the Conservation Values or a violation of any of the other terms or conditions of this Easement, the City shall deliver to Grantor a written Notice of Violation and demand that Grantor take such Corrective Action as the City deems sufficient to cure the violation and to restore the Property to its prior condition.
- B. **Corrective Action:** Upon receipt of a Notice of Violation, Grantor shall immediately cease and desist from the use or activity specified by the City in the Notice of Violation and Grantor shall complete said Corrective Action within thirty (30) days, or within such other cure period as prescribed by the City.
- C. **Legal Action:** The City may bring a legal action at law or in equity in a court having jurisdiction to enforce the terms and conditions of this Easement as follows:
 - 1. immediately, if Grantor fails to cease and desist from the use or activity specified in the Notice of Violation;
 - 2. immediately, if the City, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property; or
 - 3. after the thirty (30) days of delivery of the Notice of Violation, if Grantor fails to complete the Corrective Action prescribed by the City, or if Grantor fails to begin the Corrective Action in circumstances where the City has prescribed another schedule for completion.

- D. **Injunction and Restoration:** The City may seek, *ex parte* as necessary, a court order to (1) enjoin, by temporary or permanent injunction, any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement or is in violation of its other terms and conditions (including, without limitation, public trespass); and, (2) require the restoration of the Property to its prior condition.
- E. **Remedies:** The City's rights under this Section IV apply equally to actual and threatened violations of the terms and conditions of this Easement. Grantor agrees that the City's remedies at law for any violation of the terms and conditions of this Easement are inadequate and agrees that the City shall be entitled to the injunctive relief described in this Section IV, both prohibitive and mandatory, in addition to other relief, including, without limitation, specific performance of the terms and conditions of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The City's remedies described in this Section IV shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- F. **Damages:** The City shall be entitled to recover damages for violation of the terms and conditions of this Easement and for injury to the Conservation Values, including, without limitation, damages for the loss of environmental values. Without limiting Grantor's liability in any way, the City, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective or restoration action on the Property.
- G. **Costs of Enforcement:** The City's costs of enforcing the terms and conditions of this Easement in a judicial proceeding, including, without limitation, attorneys' and consultants' costs and fees, shall be borne by Grantor, except that each party shall bear its own costs in the event Grantor prevails in a judicial proceeding initiated by the City.
- H. **City's Discretion:** Forbearance by the City to exercise its enforcement rights under this Easement shall not be deemed or construed to be a waiver by the City of its rights. Any delay or omission by the City in the exercise of any right or remedy shall not impair such right or remedy and shall not be construed as a waiver.
- I. **Force Majeure:** Nothing contained in this Easement shall be construed to entitle the City to bring any action against Grantor for changes in the Conservation Values resulting from causes beyond Grantor's control, such as fire, flood, earthquake, or acts of war.

SECTION V

Notice and Approval

- A. **Written Notice:** Grantor and the City shall provide to each other all notices, requests, and approvals under this Easement in writing and by registered or certified mail to the address specified below or to such other address as the respective party may designate by written notice. Nothing in this subsection shall prohibit or limit in any manner the ability of the City to obtain writs or injunctive relief relating to a violation of this Easement.

To Grantor:

15072 Glen Oak Road
Oregon City, OR 97045

To City:

City of Oregon City
625 Center Street
Oregon City, OR 97045

- B. **Request for Approval:** If any provision of this Easement requires Grantor to obtain the prior approval of the City, or if Grantor intends to undertake any action with respect to the Property that is not expressly addressed in this Easement, then Grantor shall not

proceed with the action until Grantor has satisfied the requirements of this Section. Nothing in this Section shall prohibit or limit in any manner the ability of the City to obtain writs or injunctive relief relating to any violation of this Easement.

- C. **Written Request and Response:** Grantor's request shall be in writing, shall describe all material aspects of the proposed action, and shall be delivered to the City as set forth above in this Section. The City shall have forty-five (45) days from receipt to approve, deny, or condition the request. Any objections shall be based upon the City's opinion that the proposed action may cause material damage to any of the Conservation Values of this Easement or is otherwise in violation of the terms and conditions of this Easement. Grantor shall not proceed until Grantor modifies the request sufficiently to receive the City's written approval. The City shall have thirty (30) days from receipt of a modified request to approve, deny, or condition it.

SECTION VI

Costs and Taxes, Hazardous Substances, Waiver of Wildlife Damage Claims, Tax Consequences and Warranty of Title

- A. **Costs, Liabilities, and Insurance:** Grantor remains responsible for all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Property and the maintenance of adequate comprehensive general liability insurance coverage.
- B. **Taxes:** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of any kind levied on or assessed against the Property by a competent authority, including any taxes imposed upon or incurred as a result of this Easement (collectively "taxes") and shall furnish the City with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, the City is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any statement procured from the appropriate authority, without inquiry into the validity of the charge, and the obligation created by such payment shall bear interest at the maximum rate allowed by law until paid by Grantor.
- C. **Environmental Compliance:** Grantor represents and warrants that after reasonable investigation and to the best of Grantor's knowledge the following are true:
1. Grantor and the Property are in compliance with all applicable federal, state, and local environmental laws, regulations, and requirements;
 2. There has been no release, dumping, burying, abandonment, or migration from off-site of any substance, material, or waste that is designated or regulated by a federal, state, or local authority as hazardous, toxic, dangerous, or harmful to human health or the environment; and,
 3. There is no pending notice of violation, penalty, claim, civil proceeding, or criminal proceeding arising out of alleged violations of environmental laws at the Property.
- D. **Remediation:** If, at any time, there has occurred or does occur a release in, on, or about the Property of any substance now or hereafter designated or regulated by a federal, state, or local authority as hazardous, toxic, dangerous, or harmful to human health or the environment, Grantor agrees to bear the cost of all legally-required containment and remediation, except in the event that the release was caused by the City.
- E. **Indemnification:** Grantor hereby agrees to release and hold harmless, indemnify, and defend the City and its commissioners, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, and reasonable attorneys' and consultants' fees that arise from or are in any way connected with any of the following related to the Property: injury to or the death of any person; property damage; a violation of any law concerning hazardous, toxic, or dangerous wastes, substances, or materials; or violation of any term

or condition of this Easement (unless said injury, death, damage, or violation is proven to have been caused solely by the City).

- F. **Waiver of Wildlife Damage Claims:** Grantor does hereby waive forever the right to bring a wildlife damage claim against the City.
- G. **Tax Consequences:** Grantor may seek to qualify the conveyance of this Easement as a charitable deduction under Section 170 of the Internal Revenue Code of 1986(as amended) and regulations promulgated thereunder. Grantor shall obtain its own tax advice regarding such matters, and Grantor acknowledges and agrees Grantor is not relying on any statement, representation or warranty of Grantee regarding the tax consequences of this Easement.
- H. **Warranty of Title:** Grantor warrants that Grantor has good and marketable title to the Property, free of liens and encumbrances except those specifically agreed to in writing by the City, and hereby promises to defend such title against the claims of all persons.

SECTION VII

Extinguishment and Valuation

- A. **Extinguishment:** This Easement may only be extinguished, whether in whole or in part, under one or more of the following circumstances:
 - 1. When Grantor and the City jointly have agreed to extinguish this Easement, or release a portion of the Property from this Easement, based on the City's determination, in its sole discretion, that circumstances have rendered the Purpose of this Easement impractical to achieve, said determination to be in accordance with the provisions of the Assignment of Rights referenced in Section VIII, below;
 - 2. When a court having jurisdiction over this Easement determines in judicial proceedings that circumstances have rendered the Purpose of this Easement impossible to achieve; or,
 - 3. When all or any of the Property is taken by exercise of the power of eminent domain, condemnation, or acquisition in lieu of condemnation, whether by public, corporate, or other authority.
- B. **Valuations:** In the event of an eminent domain or condemnation action, Grantor shall bring and the City may join an appropriate action to recover the full value of the taking and all direct and incidental damages resulting from such taking. The recovered proceeds first shall be used to reimburse Grantor and the City for all reasonable expenses incurred in said recovery action, or shall be divided between Grantor and the City in proportion to their respective reasonable expenses in the event the recovered proceeds are insufficient to cover full reimbursement. Any remainder of the recovered proceeds shall be divided between Grantor and the City equally.

SECTION VIII

Miscellaneous Provisions

- A. **Recording:** The City shall record this Easement in the official records of Clackamas County, Oregon.
- B. **Assignment of Rights:** Grantor hereby acknowledges its authorization and approval of the City's ability to assign its rights under this Easement.
- C. **Amendment:** No amendment to or modification of this Easement is valid unless it is mutually agreed by both Grantor and the City, in writing, consistent with the original Purpose of this Easement, and recorded in the official records of Clackamas County, Oregon. Any amendment or modification that is inconsistent with the original Purpose of this Easement, would shorten its duration, or is not in accordance with the provisions of the Assignment of Rights referenced in subsection B of this Section, is prohibited.
- D. **Grantor's Transfer of Interest in the Property:** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which

Grantor transfers any full or partial interest in the Property, including, without limitation, a leasehold interest, and further agrees to attach a copy of this Easement to said instrument. Not less than thirty (30) days before the effective date of the transfer, Grantor shall notify the City, according to the notice provisions of Section V, above, and include a description of the transfer, a legal description of the portion of the Property to be affected, and the prospective transferee's name and contact information. Grantor's failure to comply with the terms of this paragraph shall not limit the enforceability of this Easement or impair its validity in any way.

- E. **Survival of Liability:** Grantor's rights and obligations under this Easement terminate upon Grantor's transfer of its interest in the Property, except that Grantor's liability for acts or omissions occurring prior to transfer shall survive the transfer.
- F. **Joint Obligation:** In the event the Property is or becomes jointly held by two or more individuals or entities, the obligations imposed by this Easement shall be individual, joint, and several upon each and all of them and their successors, assigns, personal representatives, executors, and heirs.
- G. **City's Transfer of Easement:** This Easement is transferable by the City provided that the transferee is qualified to acquire and hold conservation easements under Oregon State law. As a condition of the transfer, the City shall require transferee to exercise its rights in a manner that is consistent with the Purpose of this Easement. In advance of any transfer, the City shall notify Grantor according to the notice provisions of Section V, above. The City's failure to give notice shall not impair the validity of the transfer or limit the validity or enforceability of this Easement in any way.
- H. **Governing Law:** This Easement shall be interpreted and performed in accordance with the laws of the State of Oregon. In the event of a lawsuit involving this Easement, jurisdiction and venue are proper only in the State of Oregon, Clackamas County Circuit Court.
- I. **Construction:** Any general rule of construction to the contrary notwithstanding, this Easement and each of its provisions shall be liberally construed in favor of the grant to effect the Purpose of this Easement.
- J. **Partial Invalidity:** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the application of such provision to other persons and circumstances and the remainder of the provisions of this Easement shall not be affected thereby.
- K. **Compliance with Law:** All uses and activities permitted by this Easement shall not exceed or violate applicable state and federal laws.
- L. **Headings:** Section and subsection headings are for convenience only and shall not be deemed to have legal effect.
- M. **Exhibits:** The Exhibits attached hereto are incorporated herein by this reference.
- N. **Entire Agreement:** This instrument sets forth the entire agreement of Grantor and the City with respect to this Easement. It supersedes all prior discussions and agreements relating to the Property.
- O. **Effective Date:** This Easement shall become effective when signed by both Grantor and the City.

TO HAVE AND TO HOLD unto the City and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and the City have mutually agreed upon the terms and conditions of this Easement and have caused it to be executed as below subscribed.

Grantor

By: [Signature]

Date: 09/08/10

Title: Owner, Cameron Davis

Grantor

By: [Signature]

Date: 06/08/10

Title: Owner, Sarah McCarthy

Accepted:

THE CITY OF OREGON CITY, Grantee *

By: [Signature]

Date: 6-22-10

Title: City Manager

By: [Signature]

CITY RECORDER

DATE: 6-22-10

[Exhibit A legal description]

[Exhibit B map]

[EXHIBIT C LANDSCAPE PLAN]

CITY OF OREGON CITY

By: [Signature]

Nancy J. Kraushaar, P.E.

Title: City Engineer/Public Works Director

Approved as to legal sufficiency,

[Signature]

City Attorney

Dated: 06-25-2010

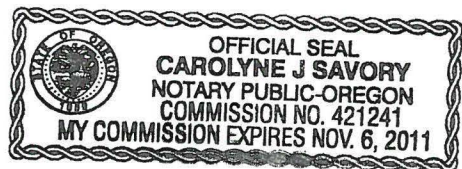
*ACCEPTED ON BEHALF OF THE CITY OF OREGON CITY ON THE CONDITION
THAT THE EASEMENT GRANTED IS FREE AND CLEAR FROM ANY TAXES,
LIENS, AND ENCUMBRANCES.

STATE OF OREGON)
County of Multnomah) ss.

On this 8th day of June, 2010 before me personally appeared CAMERA DAVIS & SARAH MCCARTHY, to me known to be the OWNERS of the property, an Oregon _____, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

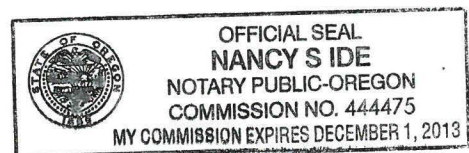
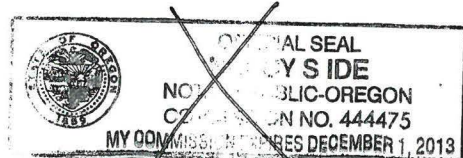
Carolyn J. Sauter
Notary Public in and for the State of Oregon,
residing at Gresham, OR
My appointment expires 11/06/11

[illegible]

I certify that I know or have satisfactory evidence that David W. Frasher signed this instrument, on oath stated that he was authorized to execute the instrument as the City Manager of the City of Oregon City and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 22nd day of June, 2010.

 Notary Public in and for the State of Oregon,
 residing at _____
 My appointment expires _____



**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE
SURVEYING**

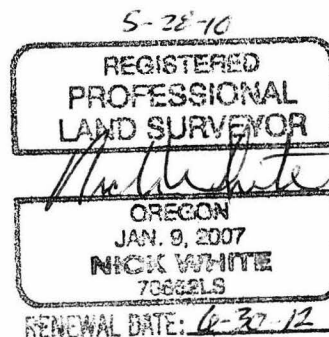
Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT A (LEGAL DESCRIPTION)

A portion of the Andrew Hood D.L.C. No. 44, located in the Northwest 1/4 of Section 15, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon being more particularly described as follows:

Beginning at a 3 inch brass disc at the northwest corner of Section 15; thence along the centerline of Glen Oak Road South $88^{\circ}33'25''$ East 589.25 feet to a point; thence along the west line of Lots 43-45 of the plat "Fairway Downs No. 2" and the northerly projection thereof South $01^{\circ}26'35''$ West 197.19 feet to the True Point of Beginning; thence along the west line of Lots 45 and 46 of said plat South $01^{\circ}26'35''$ West 112.13 feet to a point; thence leaving said west line North $84^{\circ}18'28''$ West 34.13 feet to a point; thence North $68^{\circ}54'54''$ West 18.52 feet to a point; thence North $75^{\circ}29'48''$ West 28.58 feet to a point; thence North $77^{\circ}38'56''$ West 15.61 feet to a point; thence South $87^{\circ}15'57''$ West 17.89 feet to a point; thence North $82^{\circ}19'59''$ West 6.55 feet to a point; thence North $01^{\circ}26'35''$ East 101.36 feet to a point; thence North $12^{\circ}45'11''$ East 15.48 feet to a point; thence South $77^{\circ}12'40''$ East 31.05 feet to a point; thence South $79^{\circ}53'05''$ East 24.85 feet to a point; thence South $76^{\circ}09'20''$ East 18.52 feet to a point; thence South $84^{\circ}13'43''$ East 26.67 feet to a point; thence South $66^{\circ}42'52''$ East 16.04 feet to a point; thence South $81^{\circ}30'43''$ East 1.40 feet to the True Point of Beginning.

The Basis of Bearings is per Survey Number 2010-060, Clackamas County Survey Records. The above described tract contains 13,573 square feet, more or less.



**THE BASIS OF BEARINGS IS
PER CLACKAMAS COUNTY
SURVEY NUMBER 2010-060

POINT OF BEGINNING

(COUNTY ROAD NO. 881)

GLEN OAK ROAD

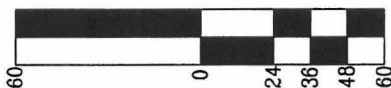
S88°33'25"E 589.25'

EXHIBIT B

MAP OF CONSERVATION EASEMENT
LOCATED IN THE NW 1/4 OF SEC. 15,
T.3S., R.2E., W.M., OREGON CITY,
CLACKAMAS COUNTY, OREGON



SCALE 1" = 60 FEET



DOC. NO.
78-23419

LEGEND

⊙ FOUND 3" BRASS DISC IN MON BOX

DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
COUNTY DEED RECORDS

PREPARED FOR

CAMERUN DAVIS
15072 GLEN OAK ROAD
OREGON CITY, OR 97045

5-28-10

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/12

JOB NAME: GLEN OAK

JOB NUMBER: 2404

DRAWN BY: JOH

CHECKED BY: NSW

DWG NO.: 2404EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING



LICENSED IN OR & WA

13910 SW GALBREATH
DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

DOC. NO.
2003-093208

N12°45'11"E 15.48'
S77°12'40"E 31.05'
S79°53'05"E 24.85'
S76°09'20"E 18.52'
S84°13'43"E 26.67'
S66°42'52"E 16.04'
S81°30'43"E 1.40'
N01°26'35"E 101.36'
N82°19'59"W 6.55'
S87°15'57"W 17.89'
N77°38'56"W 15.61'
N75°29'48"W 28.58'
N68°54'54"W 18.52'
N84°18'28"W 34.13'
TRUE POINT OF BEGINNING
AREA: 13,573
SQUARE FEET±

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 51

LOT 50

LOT 49

S01°26'35"W 197.19'

"FAIRWAY DOWNS NO. 2"



SCALE 1" = 30 FEET

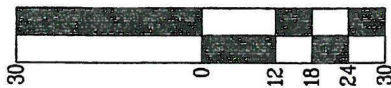
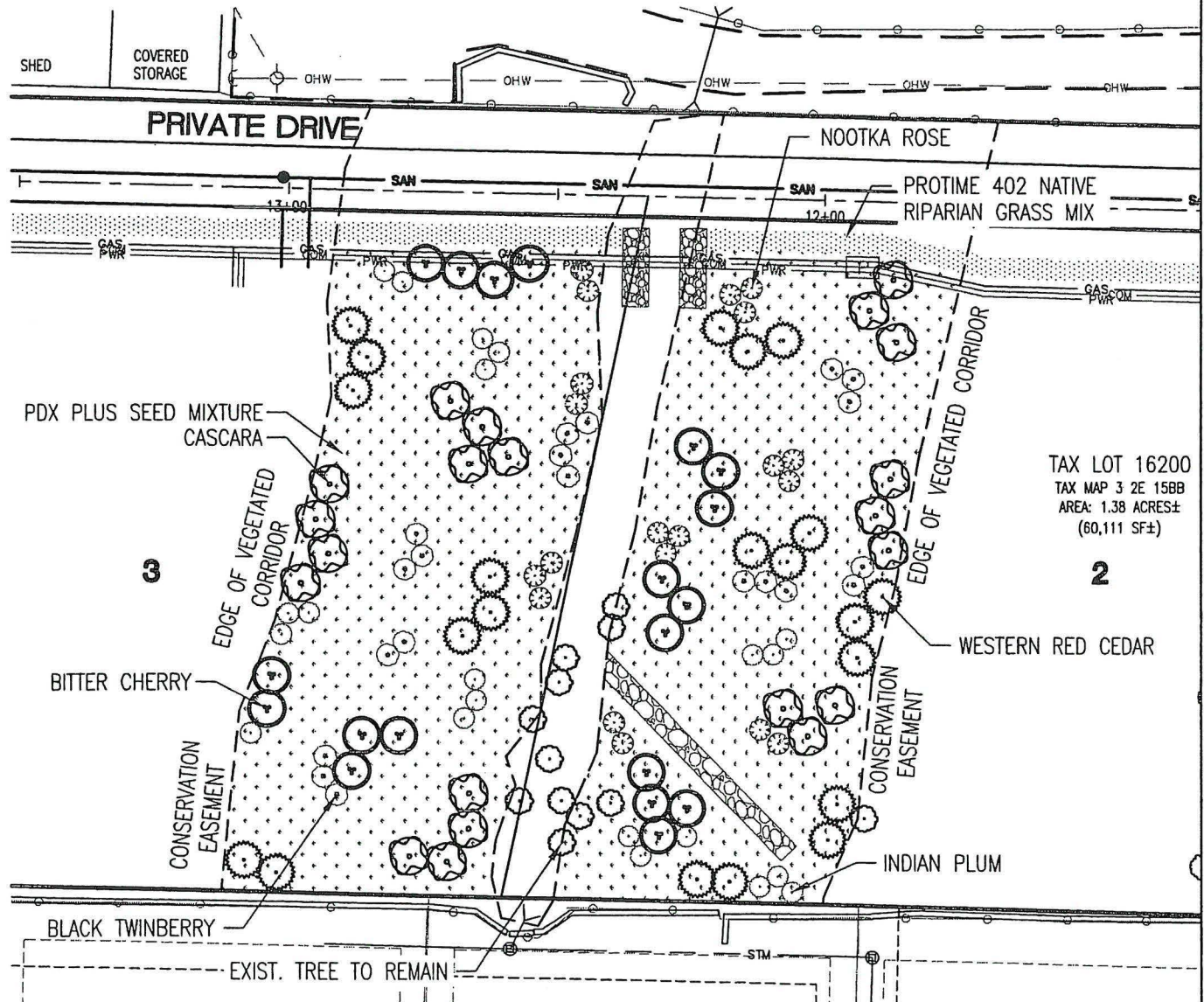


EXHIBIT C

GUS MEADOWS LANDSCAPE PLAN
LOCATED IN THE NW 1/4 OF SEC. 15,
T.3S., R.2E., W.M., OREGON CITY,
CLACKAMAS COUNTY, OREGON



PREPARED FOR

CAMERUN DAVIS
15072 GLEN OAK ROAD
OREGON CITY, OR 97045

JOB NAME: GLEN OAK

JOB NUMBER: 2404

DRAWN BY: JOH

CHECKED BY: NSW

DWG NO.: 2404EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING



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