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AFTER RECORDING RETURN TO:

City Recorder, Nancy Ide
P.O. Box 3040
Oregon City, Oregon 97045-0304



\$31.00

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06/29/2007 12:34:31 PM

D-E Cnt=1 Stn=1 TIFFANYCLA
\$10.00 \$11.00 \$10.00

**CITY OF OREGON CITY, OREGON
PERMANENT CONSERVATION EASEMENT**

KNOW ALL BY THESE PRESENTS, THAT **Stephen V. Gregg, Grantor**, does hereby voluntarily grant to **Oregon City, a political subdivision of the State of Oregon, Grantee**, its successors and assigns, for the consideration of THREE HUNDRED AND 00/100 DOLLARS (\$300.00), a Permanent Conservation Easement for planting and maintaining a vegetative area over, upon and across the following described property:

A parcel of land lying in the Ezra Fisher D.L.C. 44, Township 2 South, Range 2 East, W.M. Clackamas County, Oregon and being a portion of that property described in that warranty deed to Stephen V Gregg, recorded June 9, 1977 as instrument 77-22247 of Clackamas County Records; that said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwesterly side of the centerline of relocated Anchor Way, which centerline is described as follows:

Beginning at Engineer's centerline Station 1+000.000 said station being 92.128 meters South and 235.533 meters East of the witness monument for the Northwest corner of the Ezra Fisher D.L.C. 44, Township 2 South, Range 2 East, W.M.; thence South 45° 27' 06" West 81.997 meters; thence on a 200.000 meter radius curve right (the long chord of which bears South 52° 28' 32" West 48.914 meters) 49.037 meters; thence South 59° 29' 59" West 23.925 meters to Engineer's centerline Station 1+154.959.

The width in meters of said strip of land is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width in Northwesterly Side of Centerline</u>
1+070.000		1+073.000	16.000
1+073.000		1+084.000	16.000 in a straight line to 9.000

EXCEPT therefrom that portion contained in county roads.

The parcel of land contains 59.5 square meters more or less.

The purpose of this conservation area is: 1) to modify and/or preserve this area to help protect the streambank from erosion, 2) to help sustain fish populations and 3) to improve the ecological health of the stream and riparian area by providing shade.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of all of the above described property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that consideration recited herein is just compensation for the property, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property.

In constructing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon Oregon City, unless and until accepted by the recording of this document.

Dated this 28 day of June, 2006

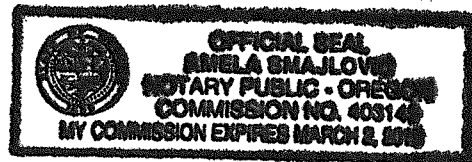
Stephen V. Gregg
Stephen V. Gregg

STATE OF OREGON, County of Clatsop

Amela Smajlovic, _____, Personally appeared the above named Stephen V. Gregg, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Amela Smajlovic
Notary Public for Oregon

My Commission expires 03/02/2010



Amela Smajlovic
403149
march 2, 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

Trent Tidwell
~~Alice Norris~~ Trent Tidwell
Mayor Commission President

Nancy Ide
Nancy Ide
City Recorder

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