

88-15525

REVIEWED

KL. [Signature]
LEGAL COUNSEL

CONSERVATION EASEMENT

167 - 0279

STAGE STOP, INC. dba RIVER MEADOWS, hereinafter referred to as "Grantor", conveys to DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Grantee", a conservation easement over, across, through, and above the following described real property:

An easement located between an existing bike path and the Deschutes River, and being not more than ten (10) feet in width where no bike path exists, lying westerly and northerly of the Deschutes River, within the Southeast one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of Section 23 and the West one-half of the Southwest one-quarter (W1/2 SW1/4) of Section 24, all in Township 20 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

Together with an easement, including all elements of this easement with the exception of paragraph four (4) below described as that portion of said Section 24 lying between the Deschutes River and the boat basin and its inlet and outlet channels, but not including the banks of said boat basin and its channels.

1. This conservation easement is a non-possessory interest of Grantee imposing limitations and affirmative obligations as set out herein. Grantor retains all rights and interests in the property subject to the easement that are not expressly conveyed to Grantee as a part of this easement.
2. Grantor and its successors and assigns shall retain and protect the natural, scenic and open space values of the easement area. Any uses within the conservation easement shall protect natural resources, maintain or enhance air and water quality and preserve any historical, architectural, archaeological and cultural aspects of the real property.
3. Grantor agrees to clean up any trash, debris or garbage which may be found within the easement area.
4. Grantor shall allow public access as part of this conservation easement. Such public access shall be subject to the following conditions:
 - A. Public access shall be limited to foot traffic for recreational purposes and the putting in or taking out of boats by persons on foot.

- A. No structure of any kind including house trailers or mobile homes, shall be placed, used, erected or maintained upon the easement area, except as permitted by Grantee.
- B. Grantor shall not use or occupy any portion of the easement area in a manner which would degrade or diminish the natural, scenic and open space values of the real property.
- C. The construction, placement or exterior alteration of any structure or facility may be undertaken only after obtaining prior written approval of architectural and site plans from Grantee.
- D. There is specifically retained by the Grantor the right to perform ordinary maintenance on all existing buildings and structures, together with the right to replace, rebuild or substitute any building or structure now existing with a similar building or structure in substantially the same location; however, the replacement, rebuilding or substitution of any building or structure may be undertaken only after obtaining prior written approval of architectural and site plans from Grantee.
- E. Except as provided herein, no other new structure of any kind shall be placed on or erected upon the easement area.
- F. No tents, travel trailers, or camping facilities of any kind shall be placed or erected upon the easement area, except as approved in writing by Grantee.
- G. No new installation of above-ground utilities, structures or lines shall be made upon or within the easement area without prior written approval of Grantee.
- H. No changes in the general topography or land surface (including excavation, road construction and the quarrying or removing of rocks, sand, dirt, gravel or other material) are permitted within the easement area without the prior written approval of Grantee.
- I. No dumping of trash, debris or garbage shall be allowed upon the easement area.

- J. Grantor shall retain title to all trees, standing or downed, within the easement area provided, however, that the cutting or removal of vegetation shall be limited to that needed to maintain an orderly appearance around the structures. Cutting of trees to provide view corridors for lots may be undertaken by Grantor only after obtaining prior written approval from Grantee. In determining whether to grant such approval, Grantee may consult with other entities, such as the Oregon Department of Fish and Wildlife and the Oregon Division of State Lands.
- K. No water pumping facilities shall be placed in the easement area without prior written approval of Grantee. Approval of such facilities shall be contingent upon the proposed location, pumping facility design and the inclusion of adequate visual and sound reducing screening for the protection of natural qualities in and along the river.
- L. Grantor shall take all necessary precautions to avoid damage to fish habitat and exercise such precautions as are reasonably necessary to prevent muddying or silting of the river or stream.
- M. Grantor shall not allow oil or greasy substances originating from construction operations to enter or be placed where they may later enter the river or stream.
8. This conservation easement may be enforced by Grantee and by any third party governmental body, private non-profit corporation or charitable trust which, although eligible to be a holder of this conservation easement, is not a holder. However, any third party, other than a governmental body, wishing to enforce this easement shall first petition Grantee to take enforcement action. If Grantee declines to undertake enforcement action, such third party may do so.

DATED this 20th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Lois Bristow Prante
LOIS BRISTOW PRANTE, Commissioner

Tom Throop
TOM THROOP, Commissioner

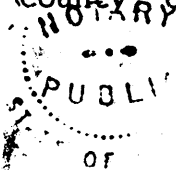
Dick Mauldin
DICK MAUDLIN, Chairman

ATTEST:

Janice L. Covert
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, as Notary Public, personally appeared LOIS BRISTOW BRANTE, TOM THROOP and DICK MAUDLIN, the above-named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon, this 20th day of July, 1988.



Margaret J. Covert
Notary Public for Oregon
My Commission Expires 4-13-91

DATED this _____ day of _____, 1988.

Dennis Delahunt
DENNIS DELAHUNT

STATE OF OREGON)
) SS.
County of Deschutes)

The foregoing instrument was acknowledged before me by DENNIS DELAHUNT this 16th day of July, 1988.



Todd Norvell
Notary Public for Oregon
My Commission Expires: 12/4/89

MILLER, NASH, WIENER, HAGER & CARLSEN

ATTORNEYS AND COUNSELORS AT LAW

111 S.W. FIFTH AVENUE

PORTLAND, OREGON 97204-3699

TELEPHONE (503) 224-5658

July 18, 1988

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P
Y

Ms. Karen H. Green
Deschutes County Counsel
Courthouse Annex
Bend, Oregon 97701

Subject: Stage Stop, Inc., v. The Deschutes
County Board of Commissioners
Deschutes County Circuit Court
Case No. 87-CV-0076-WE

Dear Karen:

Enclosed are the two originals of the conservation
easement that have been executed by Dennis DeLaHunt.

The legal description in the enclosure is flawed
because it does not state that the real property covered by the
easement begins at the ordinary high water mark of the
Deschutes River and continues away from the river to the
nearest edge of the existing bike path or, in areas where the
bike path has not been constructed, then the property continues
away from the river for a distance of 10 feet. In other
words, the description does not tell the reader exactly where
the property covered by the easement actually begins, so it is
meaningless to state that the area covered by the easement is
10 feet wide.

If Deschutes County agrees that the legal description
in the easement should be clarified by means of this letter,
please execute the enclosed receipt copy of this letter and
return it to me, together with one of the fully executed
originals of the enclosure.

167 - 0285

Ms. Karen H. Green

- 2 -

July 18, 1988

If the County is unwilling to correct the above-noted problem by means of this supplementary letter, please telephone me.

Very truly yours,

Rece Sly

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Deschutes County hereby agrees that the legal description in the easement should be clarified by means of this letter.

Deschutes County

By *Karen H. Green*
Karen H. Green

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

88 JUL 20 PH 1:06

MARY SUE PENHOLLOW
COUNTY CLERK

BY *B. Beck* DEPUTY

NO. 88-15525 FEE

DESCHUTES COUNTY OFFICIAL RECORDS

County File