



I, BRIAN SCOTT SAILOR, HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL SUBDIVISION PLAT.

BRIAN SCOTT SAILOR, P.L.S.
 COLE SURVEYING, LLC
 P.O. BOX 1712
 CORVALLIS, OREGON 97339
 (541) 257-1019

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JANUARY 11, 2005
 BRIAN SCOTT SAILOR
 61341

EXPIRES 6/30/22



SCALE: 1" = 40'

18854 PHASE 1 SUBDIVISION

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

AFTER RECORDING RETURN TO:

CITY OF CORVALLIS
Planning Division
P.O. Box 1083
Corvallis, OR 97339

RECORDING REQUESTED BY:

CITY OF CORVALLIS
Planning Division
P.O. Box 1083
Corvallis, OR 97339

BENTON COUNTY, OREGON **2021-618314**
DE-DECL
Cnt=1 Stn=47 COUNTER1 **09/02/2021 01:34:23 PM**
\$35 00 \$11 00 \$62 00 \$10.00 \$20 00 **\$138.00**



I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records
James V. Morales - County Clerk



**DECLARATION OF
CONSERVATION EASEMENT
FOR THE
EVASHEVSKI SUBDIVISION PHASE 1
(CITY OF CORVALLIS CASE SUB-2018-01)**

THIS DECLARATION is made by Forest and Jean Evashevski ("Declarants").

RECITALS

1. Declarants are the owners of the real property described in Exhibit "A," attached hereto and by this reference incorporated herein (the "Property"), and have designated a portion of the Property as a Conservation Easement in accordance with City of Corvallis (the "City") Community Development Department case SUB-2018-01 (the "Subdivision") and the City's Land Development Code Section 4.12.60.
2. Declarants desire and intend to provide for the perpetual protection and conservation of the vegetation, open space, and habitat functions and values of the Property and for the management of the Property and improvements thereon, and to this end desires to subject the Property to the easements and other encumbrances hereinafter set forth, each and all of which is and are for the benefit of the Property;

**ARTICLE 1
DEFINITIONS**

- 1.1 "Declaration" shall mean the easement, and all other provisions set forth in the Declaration of Conservation Easement.
- 1.2 "Declarants" shall mean and refer to Forest and Jean Evashevski, the owners of the Property, and the owner's heirs, successors, and assigns.

1.3 "Property" shall mean and refer to those portions of the real property subject to this Declaration, as more particularly set forth in Exhibit "A."

**ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION**

The Property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**ARTICLE 3
DECLARANT REPRESENTATIONS**

Declarants represent and warrant that after reasonable investigation, and to the best of their knowledge, that no hazardous materials or contaminants are present that conflict with the conservation purposes intended; that the Property is in compliance with all federal state, and local laws, regulations, and permits; that there is no pending litigation affecting, involving, or relating to the Property that would conflict with the intended conservation use; and that the Property is free and clear of any and all liens, claims, restrictions, easements and encumbrances that would interfere with the ability to protect and conserve the Property.

**ARTICLE 4
GENERAL DECLARATION**

Declarants, in order to discharge in part its obligations under the Subdivision, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the easements and other encumbrances in this Declaration, in order that it shall remain substantially in its preserved, open and natural condition, in perpetuity. The terms and conditions of this Declaration shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Property. No modification or release of this Declaration will be effective unless authorized in writing by the City. Any amendments must be signed by the City and must be recorded in the official records of the county in which the Property is located.

**ARTICLE 5
USE RESTRICTIONS, MANAGEMENT RESPONSIBILITIES,
AND RESERVED RIGHTS**

Declarants are subject to any and all easements, covenants and restrictions of record affecting the Property.

A. USE RESTRICTIONS. Except as necessary to conduct, remediate or maintain the Property consistent with the Subdivision, the actions prohibited by this covenant include:

1. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any native vegetation in the Property, nor any disturbance or change in the natural habitat of the Property unless it promotes the enhancement goals and objectives established for the Property as part of a Significant Vegetation Management Plan.

2. There shall be no agricultural, commercial, or industrial activity undertaken or allowed in the Property; nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity;
3. There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Property in any manner unless approved in writing by the City;
4. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Property, other than the existing shed.

B. MANAGEMENT RESPONSIBILITIES. Declarants shall take all reasonable action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation purposes of the Property or that are otherwise inconsistent with this Declaration.

C. RESERVED RIGHTS. Declarants reserve all other rights accruing from Declarant's ownership of the Property including but not limited to the exclusive possession of the Property, the right to transfer or assign Declarant's interest in the same; the right to take action necessary to prevent erosion on the Property, to protect the Property from losing its vegetation, open space, and habitat functions and values, or to protect public health or safety; and the right to use the Property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

The Declarants specifically reserve the right to use the Property for the purposes of open space conservation, which reserved rights are deemed to be consistent with the purposes enumerated in the Subdivision.

ARTICLE 6 RIGHTS OF CITY

The City of Corvallis or any other statutory "holders" set out in ORS 271.715(3) will have express authority to enforce any term of the agreement (other than the right to inspect to see if the property is in compliance with the declaration and the subdivision).

A. RIGHTS. The City of Corvallis reserves the following rights:

1. The right to preserve and protect the conservation values of the Property, including but not limited to, pursuing funding for restoration and protection of the conservation values, and executing contracts and agreements for said funding.
2. The right to enter the Property to monitor Grantor's compliance with and otherwise enforce this Easement without notice if Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement.

3. The right to proceed at law or in equity to enforce the provisions of the Easement, to stop or prevent the occurrence of any activity that is inconsistent with the purpose of this easement, including prohibited and restricted uses, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the purpose of this easement.
4. The right to enter the Property for the purpose of exercising other Grantee rights, including, but not limited to, entry for the purpose of restoration and educational activities.

**ARTICLE 7
EASEMENT (RIGHT OF ENTRY)**

Declarants hereby grant to the City an easement and right of entry on the Property for the purpose of physically accessing the Property at all reasonable times to inspect the Property in order to monitor and to ascertain whether there has been compliance with this Declaration, the Subdivision.

**ARTICLE 8
GENERAL PROVISIONS**

A. NOTICE. The City shall be provided with a 60-day advance written notice of any legal action concerning this Declaration, or of any action to extinguish, void or modify this Declaration, in whole or in part. This Declaration, and the easements and other encumbrances contained herein, are intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the Property. A copy of this recorded Declaration shall accompany said notice.

B. VALIDITY. If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned being Declarants herein, has executed this instrument this 14th day of JULY, 2021.

DECLARANTS

By Forest Evashevski Jr.
Forest Jr. Evashevski

By Jean F. Evashevski
Jean F. Evashevski

STATE OF OREGON)
) ss.
County of Benton)

This foregoing instrument was acknowledged before me on this 14th day of July, 2020, by Forest and Jean Evashevski.
2021



Cathy J. Lee
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/4/2023

GRANTEE: The City of Corvallis, Community Development Department, approves Declarant's conveyance of Conservation Easements in favor of the City.

By: Pal Bates
Title: Community Development Director
Date: 7-20-21

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTACHMENT:

Exhibit A: legal description and map of the conservation easement

Exhibit A

City of Corvallis Conservation Easement Legal Description

Located in the James A. Bennett D.L.C. No. 45 and in the northwest quarter of Section 10 of Township 12 South, Range 5 West of the Willamette Meridian, City of Corvallis, Benton County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod at the angle point in the west line of Lot 17 of "Oakmont Addition", a subdivision plat of record in the James A. Bennett D.L.C. No. 45 and in the northwest quarter of Section 10 of Township 12 South, Range 5 West of the Willamette Meridian, City of Corvallis, Benton County, Oregon; thence the following courses: South 89°30'46" West 157.08 feet to a 1/2 inch iron pipe, along the arc of a 250.00 foot radius curve to the right 174.24 feet (the long chord of which bears North 70°20'51" West 170.74 feet) to a 5/8 inch iron rod, along the arc of a 30.00 foot radius curve to the left 17.19 feet (the long chord of which bears North 67°06'51" West 16.96 feet, South 65°53'45" West 13.60 feet, South 26°44'48" West 33.54 feet, South 14°29'41" East 21.71 feet, South 74°58'23" East 42.93 feet, South 70°09'53" East 44.60 feet, South 39°21'39" East 55.76 feet, South 58°01'10" East 29.42 feet, South 81°48'49" East 32.32 feet, South 51°54'39" East 77.31 feet, South 71°07'52" East 71.78 feet, South 38°06'31" East 36.31 feet, and North 83°19'27" East 30.51 feet to a point on the west line of Lot 18 of said "Oakmont Addition"; thence along said west line and the west line of the aforementioned Lot 17 North 00°31'28" West 179.34 feet to the point of beginning.

The above described easement consists of 33,986 square feet (0.78 acres) of land, more or less. The basis of bearings for the above described easement is from said Benton County Survey No. 10633 and is as shown on "Evashevski Subdivision Phase 1", a subdivision plat recorded to meet the requirements of the City of Corvallis Case SUB-2018-01.

Map of the Conservation Easement

