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After recording mail to:

Melissa Wischerath
Attorney at Law
P.O. Box 12263
Eugene, OR 97440

THIS DOCUMENT CONTAINS A NOTICE PROVISION UPON TRANSFER OF ALL OR ANY PART OF THE REAL PROPERTY ENCUMBERED HEREBY. SEE SECTION 11.

CONSERVATION EASEMENT

For the Emmons-Lovinger Property

This Conservation Easement (hereinafter "**Conservation Easement**") is made this 18th day of April, 2016, by ROBERT E EMMONS JR. and NENA LOVINGER (hereinafter "**Land Owners**"), and NORTHWEST LAND CONSERVATION TRUST, an Oregon nonprofit corporation (hereinafter "**Land Trust**").

RECITALS & CONSERVATION VALUES

1. Individually, Robert E Emmons Jr., is the sole owner in fee simple of the property containing 25 acres more or less, including all mineral rights, located in Lane County, Oregon (the "**40176 Little Fall Creek Rd. Parcel**"). Collectively, Land Owners are also the joint owners in fee simple of the property containing 40 acres more or less, including all mineral rights, located in Lane County, Oregon. All properties are particularly described in attached **Exhibit A** (the **"Property"**), and depicted on a map shown in attached **Exhibit B**. The jointly owned Property is comprised of three legal lots of record, one that includes approximately 32.88 acres (the "**40091 Little Fall Creek Rd. Parcel**"), another that includes approximately 5 acres (**40093 Little Fall Creek Rd. Parcel**), and another that includes approximately 1.43 acres (the "**40089 Little Fall Creek Rd. Parcel**").

2. The Land Trust is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, and not a private foundation under Code §509, whose primary purpose is to protect and

preserve natural, scenic, agricultural, forest, recreational, wildlife habitat, riparian habitat, wetland, aquatic and open spaces in the State of Oregon.

3. Land Owners and Land Trust recognize that the Property in its present state provides the following attributes, which are hereinafter referred to as the "**Conservation Values**":

3.1. *Natural areas.* The Conservation Area includes grassland, riparian habitat, wetlands, and fresh water aquatic habitat. The mature Douglas-fir forest is starting to have snags and multi-storied canopy, increasing the diversity of habitat. In addition, the oak habitat includes rock outcrops that provide habitat for several species of sensitive plants. It is a natural scenic, rural and open area that has been well-managed for wildlife purposes, has not been subject to significant development and is a significant natural area that provides a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

3.1.1. *40091 Little Fall Creek Road & 40093 Little Fall Creek Road*: The Conservation Area includes mature forests of Douglas fir, Grand fir, bigleaf maple, western red cedar, incense cedar, madrone and chinquapin; two upper meadows in transition to white oak/black oak savanna; a lower meadow, half of which is wetland with a year-round stream running through it; a wide variety of shrubs and groundcovers thriving in the understory and in open areas around the house and providing, as do the trees overhead and surrounding meadows, food and cover for owls, varied thrushes, chickadees, cedar waxwings, woodpeckers, bats, raptors and wild turkeys.

3.1.1.1. Additionally, the southern boundary extends across Little Fall Creek, a Class 1 stream supporting salmon, steelhead and cutthroat trout, and offers 2 acres of undisturbed mixed tree and shrub riparian habitat, including an old growth fir with a pair of osprey; and

3.1.1.2. Deer are frequent visitors on the property; bears, cougars and elk are occasional guests; and

3.1.1.3. Invasive species are maintained by hand, by machine and by animal; the use of toxic chemicals is prohibited; and

3.1.1.4. The property contains two food garden enclosures and an extensive orchard of fruit trees, nuts and berries; and

3.1.1.5. The property is one of the largest holdings in the Little Fall Creek valley, has one of the oldest houses, a c. 1910 farmhouse, and provides a pleasing aspect to both visitors and passersby with its mix of meadows and forest on a gradual slope, the historic house sited on a bench above and well beyond the county road; the natural and scenic

values of the property being of great importance to the Land Owners, as well as to the people of Lane County and the State of Oregon; and

3.1.1.6. Land Owners intend that the agricultural, forest, open space and wildlife habitat values of the property be preserved and maintained in its present undeveloped condition and to prevent any use of the property that will significantly impair or interfere with the conservation values of the Property. Land Owners acknowledge that the sheep and goats that have grazed the property for 20 years under present ownership may not be compatible with ongoing restoration and management of natural habitat. Therefore, at the time this document is executed, Land Owners shall, as soon as practicable, take steps to ensure that no domestic livestock, which the exception of goats and fowl as described below, are allowed in the Conservation Area. The Land Owners intent is to allow the native shrub and trees time to regenerate. After that period of regeneration, domestic livestock will be allowed in the Conservation Area, subject to the following: (1) land owners must collaborate with the Land Trust to ensure that the Conservation Values including the native shrub and trees on the property are protected; (2) goats, shall not exceed a herd of 8, and (3) domestic fowl, shall not exceed a flock of 30.

3.1.1.7. Land Owners also understand that change is a constant and that global warming has and will accelerate changes to the Property. Land Owners anticipate that, for example, in the next 20-50 years, plant species native to and characteristic of the southern part of Oregon and, likely, northern California, will move northward, and that winters will grow warmer and summers hotter. Anticipating this progression, Land Owners have planted a few black oaks and coast redwoods on the Property; and

3.1.1.8. *40091 Little Fall Creek Road*: Additionally, the 1974 singlewide manufactured home sharing the property with 40093 Little Fall Creek Road that has served as a rental and now serves as quarters for occasional guests may continue to serve either function or may be removed entirely or replaced with a residence or outbuilding of no more than 1000 square feet of livable space and occupying the same location as the existing home.

3.1.2. *40089 Little Fall Creek Road*: The Conservation Area includes western red cedar, alder and Oregon ash in the stream and wetland system on the south end of the property, and quaking aspen on the flat below and on the slope, along with the Oregon white oaks, Douglas fir and incense cedar. These features are aesthetically and ecologically important to Land Owners and to passersby and visitors; and

3.1.2.1. The property would become more ecologically sound and aesthetically pleasing with the planting of more oaks, ash, aspen, alder, maple and cedar; and

3.1.2.2. The property would improve with the further removal of blackberry, thistle and other non-native invasives by hand and/or by machine (the use of toxic chemicals is prohibited); and

3.1.2.3. The property is inappropriate and undersized for livestock grazing or browsing. Therefore, there shall be no domestic livestock other than domestic fowl allowed in the Conservation Area, as per section 3.1.1.6; and

3.1.2.4. The apple, cherry, peach and plum trees on the Property provide some measure of food security, as does the garden plot, and will therefore be maintained and added to where sun, soil and space allow.

3.1.3. *40176 Little Fall Creek Road*: The Conservation Area contains mature incense cedar, Oregon white oak, Douglas fir, bigleaf maple, native shrubs and ground covers, including diverse wildflowers in spring-fed meadows and on rocky slopes, as well as a healthy and expanding colony of balsam root, a rare plant in the Willamette Valley; and

3.1.3.1. Botanists and ecologists from Oregon Department of Fish and Wildlife (ODFW), The Nature Conservancy and the Middle Fork Willamette Watershed Council have noted the property's natural features, including the long and vibrant fibers of Usnea longisima festooning the Oregon white oaks most at home on the property, as rare and precious remnants of landscapes that prior to pioneer settlement were largely established and maintained by Indian burning; and

3.1.3.2. This landscape provides habitat for a large variety of wildlife, including bears, cougars, coyotes, elk and deer, owls, hawks, grouse and bats, rough-skinned newts and salamanders; and

3.1.3.3. The wooded slopes prevent erosion running into nearby Little Fall Creek and, along with the oak woodland and savanna on spring-fed meadows, provide a pleasing aesthetic to passersby and to visitors. The scenic value and ecological health of the Property are of singular importance to the Land Owner, as well as to the people of Lane County and of the State of Oregon; and

3.1.3.4. Land Owner, likely by contract with Oregon Department of Fish and Wildlife, intends to remove incense cedar and Douglas fir encroaching on the meadows in order to restore oak woodland and savanna; and

3.1.3.5. Conifers not encroaching on the oak meadows and slopes shall be preserved and planted where appropriate, with occasional windfalls available for firewood or lumber; and

3.1.3.6. Removal of other invasives, including English ivy, Scot's broom, blackberry and thistle shall be by hand and/or machine and not by the use of toxic chemicals; and

3.1.3.7. The Property shall remain free of domestic livestock of any sort; however, domestic fowl shall be permitted as per section 3.1.1.6; and

3.1.3.8. The existing manufactured home on the Property may be rehabilitated or removed; if a new house is built on the property or the manufactured home is replaced, it must be modest in size, 1,800 sq. ft. or less, and in character both by design and materials with its surrounds and occupying the same footprint as the existing house or a site within 100 ft. of the existing structure. By no means shall it occupy, negatively impact or eliminate any part of the wet prairie ecosystem; and

3.2. *Wildlife.* Several wildlife species have been identified near the Property that are considered sensitive, including Chinook salmon and steelhead. A list of species found in the area prepared for the Oregon Conservation Strategy is included in the Baseline Documentation . The Oregon Conservation Strategy for the Willamette Valley specifically cites the importance of protecting the Willamette River watershed for meeting the state's conservation objectives.

3.3. *Scenic Values and Open Space.* The properties have scenic value for people traveling on Little Fall Creek Road and offer scenic and open space viewsheds.

4. Land Owners and Land Trust acknowledge and intend that the protection of the natural, open space and wildlife habitats of the Conservation Area will yield significant public benefits, and the grant of this Conservation Easement will serve the policies related to the preservation of natural, scenic, wildlife, and open space lands including without limitation such policies as are set forth in the Lane County Parks and Open Space Master Plan.

5. The Conservation Area is in the path of development and would also be extremely desirable property for substantial residential development because of its location and orientation as well as certain "Measure 49" development approvals granted by Lane County and the State of Oregon. In the absence of a Conservation Easement, the Conservation Area could be developed in a manner that would destroy or significantly degrade the Conservation Values of the Conservation Area.

6. Land Owners and Land Trust intend for the Conservation Area to contribute to "the

preservation of open space (including farmland and forest land)" as that phrase is used in Section 170(h)(4)(A)(iii) of the Internal Revenue Code and for such preservation to be for the scenic enjoyment of the general public.

7. The specific Conservation Values of the Conservation Area are further documented in an inventory of relevant features of the Conservation Area, entitled Emmons-Lovinger Property Baseline Study for Conservation Easement, dated February 22, 2014, on file at the offices of Land Trust and incorporated into this Conservation Easement by this reference, a copy of which has been provided to the Land Owner (**"Baseline Documentation"**). A summary of the Baseline Documentation is attached as **Exhibit C**.

8. The Conservation Values are of great importance to the Land Owners, Land Trust and to the people of Lane County, Fall Creek, Oregon and this nation; and

9. The Oregon Conservation and Highway Scenic Preservation Easements legislation, codified in ORS 271.715–271.795, provides for the enforceability of restrictions, easements, covenants, or conditions, "the purposes of which include retaining or protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property." Land Owners and Land Trust intend that this Conservation Easement be created pursuant to such Oregon law.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, the Land Owners hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Land Trust, its authorized successors and assigns, and the Land Trust hereby accepts, a Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property, together with the right to preserve and protect the Conservation Values as described in the Recitals above. The provisions of the Recitals are incorporated into this agreement.

ARTICLE I. PURPOSE OF EASEMENT

The purpose of this Conservation Easement is to assure that the Conservation Area will be retained forever predominantly in its natural, scenic, open space and wildlife habitat condition, for the following purposes: (i) a significant natural area which provides a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law; (ii) "the preservation of open space (including farmland and forest land)" as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(iii), as amended and in regulations promulgated under this law; and (iv) to prevent any use of, or activity on, the Conservation Area that will significantly impair or interfere with the Conservation Values of the Conservation Area (the **"Conservation Purposes"**). Land Owner intends

that this Conservation Easement will confine the use of, or activity on, the Conservation Area to such uses and activities that are consistent with the Conservation Purposes.

ARTICLE II. DURATION OF EASEMENT; ENFORCEMENT RIGHTS

This Conservation Easement shall be perpetual, runs with the land, and is enforceable by the Land Trust and the Land Owners.

ARTICLE III. Covenants & Restrictions

1. **Land Use.** It is the dominant purpose of this Easement to preserve and protect in perpetuity the scenic, ecological and wildlife habitats, and substantially unaltered natural resources of the Property, subject only to changes that are made in consultation with the Land Owners and Land Trust that are appropriate to manage and adapt for changing climate conditions and the ecological conditions that accompany climate change.

   1.1. Generally. The Conservation Area shall be used only for the Conservation Purposes. No industrial mining, or commercial activities, and no residential or other building development are permitted on the Conservation Area except as specifically provided in this Easement or as specifically allowed by the Land Trust.

2. **Subdivision.** The Property consists of three legal lots. The Property shall not be further divided, partitioned or subdivided.

   2.1. Extinguishment of Development Rights. All rights to develop the Conservation Area that are prohibited by or inconsistent with this Conservation Easement are extinguished.

   2.2. The Conservation Area subject to this Conservation Easement includes all surface and subsurface mineral and water rights. Land Owners shall not transfer, encumber, sell, lease, or otherwise sever or separate the Property Rights from the Conservation Area or, in the case of water rights, change the historic use of the water rights, without consent of the Land Trust.

3. **Structures.** As of the date of this grant, located on the Conservation Area are four (4) homes. One is a permanent home located at 40089 Little Fall Creek Rd., which is approximately 1800 square feet. The second is a manufactured home located at 40091 Little Fall Creek Rd., which is approximately 924 square feet. The third is a permanent home located at 40093 Little Fall Creek Rd., which is 1316 square feet. The fourth is a manufactured home located at 40176 Little Fall Creek Rd., which is 1100 square feet. No additional structures of any kind, temporary or permanent, may be constructed, located, placed, or installed on the Conservation Area; except, however, the Land Owners reserve the following rights:

3.1. Existing Structures. Land Owners reserve the right to maintain and replace existing structures located on the Conservation Area with substantially similar structures that are approximately the same square feet and in substantially the same locations, or as otherwise specifically permitted below, provided that such activities are carried out in compliance with federal, state, and local regulations. Land Owners may rebuild or construct a new home no larger than 1800 square feet of livable space for the 40093 Little Fall Creek Rd. Parcel, and no larger than 1000 square feet of livable space for 40091 Little Fall Creek Rd. Parcel. Land Owners may not intrude on any portion of the Conservation Area or on any of the Conservation Values thereon and may not conduct activities that harm, or threaten to harm, the Conservation Area or the Conservation Purposes.

3.2. Minor Structures. Land Owners reserve the right to maintain and replace existing minor structures located on the Conservation Area with substantially similar structures that are the same square feet and in substantially the same locations, or as otherwise specifically permitted below, provided that such activities are carried out in compliance with federal, state, and local regulations. Land Owners may not intrude on any portion of the Conservation Area or on any of the Conservation Values thereon and may not conduct activities that harm, or threaten to harm, the Conservation Area or the Conservation Purposes.

3.3. Renewable Energy Improvements. Improvements for the passive generation and transmission of renewable energy are permitted with the approval of Land Trust, which Land Trust may withhold in its sole discretion. Such improvements must be consistent with the Conservation Values of the Conservation Area and the terms of this Conservation Easement. However, Land Trust is under no obligation to approve such improvements.

4. **Surface Alterations.** As of the date of this grant, there are no surface alterations on the Conservation Area except for unpaved and informal footpaths and gravel driveways. Hard impervious surfaces such as concrete and asphalt are prohibited. No additional filling, dumping, excavation, or other alteration may be made to the surface or subsurface of the Conservation Area or to its surface waters or wetlands without the prior written consent of the Land Trust, except, however, the Land Owners reserves the right to maintain existing trails and other existing surface alterations listed above.

5. **Vegetation Management**. As of the date of this grant, the Conservation Area is in a substantially natural, predominantly forested condition, and provides wildlife habitat. Vegetation may not be cut, disturbed, altered, or removed from the Conservation Area without prior written consent of Land Trust subject to the following conditions: Land Owners reserve the right to alter or remove vegetation only as necessary to create and maintain open areas to enhance wildlife habitat, to remove invasive species, to reduce the threat of fire, and to control or prevent the spread of disease. Selective thinning of trees is permitted, but only in accordance with contemporary, conservation-based forest management practices and according to a

plan that is consistent with the provisions of this Conservation Easement, and prepared by a registered forester. Such plans must be approved by Land Owners and Land Trust, and may be amended from time to time by the parties. Such plans shall include a copy of the Conservation Easement and a biological inventory of the impacted Conservation Area, if available. The purpose of this requirement is to ensure that the goal of the forest management plan is consistent with the Conservation Purposes.

6. **Waste Disposal and Water Protection.**

6.1. Waste Disposal. Discharge of septic waste or wastewater into surface waters on or about the Conservation Area is prohibited. It is forbidden to dispose of or store rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substances, or other unsightly or offensive waste material on the Conservation Area, except that organic matter, compost, and logging debris may be used, stored, or disposed of in a manner not detrimental to the Conservation Values of the Conservation Area, and other waste generated by permitted uses on the Conservation Area may be stored temporarily in appropriate containment for removal at reasonable intervals, all in accordance with applicable state, local, and federal laws and regulations. This should not be construed to permit the use of sludge or other potentially toxic waste by-products on the Conservation Area.

6.2. Restrictions. The use of chemical herbicides, pesticides, rodenticides, fungicides, fertilizers, and other toxic agents on or at the Property is prohibited.

7. **Access**. Nothing contained in this Conservation Easement should be construed as affording the general public physical access to the Property. Nothing in this Easement should be construed to preclude the Land Owners right to grant public access to the Property, provided that such use does not conflict with the conservation values of the Property.

8. **Rights Conveyed to Land Trust.** Land Owners grant access to the Property to the Land Trust for any lawful purpose, including without limitation for the purpose of (a) making a general inspection to monitor compliance with this Conservation Easement, (b) if Land Trust has a reason to believe that a violation of the Conservation Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Conservation Easement; (c) to enjoin any use of, or activity on, the Conservation Area that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require or undertake the restoration of such areas or features of the Conservation Area as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement.

ARTICLE IV. NOTICE AND APPROVAL

9. ___**Notice.**

9.1. Land Owners. Several provisions of this Easement require Land Owners to notify Land Trust and to receive Land Trust's approval prior to undertaking certain permitted uses and activities within the Conservation Area. The purpose of requiring Land Owners to notify Land Trust prior to undertaking these permitted uses and activities is to afford Land Trust an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Conservation Purposes. Whenever such notice is required, Land Owners shall notify Land Trust in writing not less than fourteen (14) days prior to the date Land Owners intend to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Land Trust to make an informed judgment as to its consistency with the Conservation Purposes.

9.2. Land Trust. Several provisions of this Easement require Land Trust to give notice to Land Owner prior to undertaking certain activities within the Conservation Area. Whenever such notice is required, Land Trust shall notify Land Owners in writing not less than fourteen (14) days prior to the date Land Trust intends to undertake the use or activity in question, unless otherwise provided for by this Easement.

10. **Approval.** Where approval by one of the parties is required under this Easement, such approval shall be granted or denied in writing within fourteen (14) days of receipt of a written request for approval, and such approval shall not be unreasonably withheld or delayed. If either of Land Owners or Land Trust must undertake emergency action to protect health or safety on the Conservation Area or must act by and subject to compulsion of any governmental agency, Land Owners or Land Trust may proceed without the other's approval. Best efforts shall be made to notify the other party prior to taking the action, within such time as is reasonable under the circumstances.

11. **Addresses.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Land Owners:
Robert Emmons and Nena Lovinger
40093 Little Fall Creek Road
Falls Creek, OR 97438

To Land Trust:
NORTHWEST LAND CONSERVATION TRUST,
c/o Mark Wigg
PO Box 831
Salem, OR 97308

or to such other address as either party designates by written notice to the other. Notwithstanding any other provision of law, notice provided under this Conservation Easement shall be deemed received when such notice is actually received by the party to whom it is addressed.

12. **Enforcement.**

Land Trust shall have the right to enter upon the Property upon reasonable advance notice to Land Owners for the purpose of inspecting for compliance with the terms of this Easement. If Land Trust determines that a violation of this Easement has occurred, Land Trust shall so notify Land Owners, giving Land Owners thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Land Trust in Land Trust's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Property, Land Trust may bring an action to enjoin the violation, ex parte if necessary, through temporary or permanent injunction and seek attorney fees and expenses.

In addition to injunctive relief, Land Trust shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for the loss of the Conservation Values protected by this Easement; and

(b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures;

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Land Owners shall reimburse Land Trust for all its expenses incurred in preventing, stopping and correcting the violation, including, but not limited to, reasonable attorneys' and expert witnesses' fees and costs. The failure of Land Trust to discover a violation or to take immediate legal action shall not bar Land Trust from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

13. **Acts Beyond Land Owner's Control.**

Nothing contained in this Easement shall be construed to entitle Land Trust to bring any action against Land Owners to abate, correct, or restore any condition on the Conservation Area or to recover damages for any injury to or change in the Conservation Area resulting from causes beyond Land Owners' control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or from acts of trespassers, that Land Owners could not reasonably have anticipated or prevented or from any prudent action taken by Land Owners under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Area resulting from such causes. In the event the

terms of this Easement are violated by acts of trespassers that Land Owners could not reasonably have anticipated or prevented, Land Owners agree, at Land Trust's option, to join in any suit, to assign its right of action to Land Trust, or to appoint Land Trust its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

14. **Transfer of Easement.**

Land Trust shall have the right to transfer this Easement to any private nonprofit organization or public agency that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under ORS 271.715–271.795, provided the transferee expressly agrees to assume the responsibility imposed on Land Trust by this Easement. If Land Trust ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

15. **Transfer of Property.**

Land Owners agree to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Land Owners shall notify Land Trust in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Land Owners to do so shall not impair the validity of this Easement or limit its enforceability in any way.

16. Amendment of Easement

This Easement may be amended only with the written consent of Land Trust and Land Owners. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Land Trust's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with ORS § 271.715 et al., or any regulations promulgated pursuant to that law; and provided further that any such amendment shall be allowed only if it augments or strengthens the Conservation Purposes, clarifies a mutual mistake or corrects a scrivener's error, and is otherwise consistent with the Conservation Purposes, does not affect the perpetual duration of the Conservation Easement, and is recorded in the deed records of Lane County, Oregon.

17. Extinguishment.

A court with competent jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible or impractical to fulfill the Statement of Purpose of this Easement, extinguish or modify this Easement in accordance with applicable state law, at the joint request of both Land

Owners and Land Trust. If this Easement is extinguished by judicial proceeding, Land Trust shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with applicable laws and paragraph 18 below. Land Trust shall use its portion of said proceeds in a manner consistent with the Statement of Purpose of this Easement.

18. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Land Trust, which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 17 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken by exercise of the power of eminent domain then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Land Trust shall be entitled to a portion of the proceeds from such sale, exchange or condemnation equal to the Proportionate Share; provided, however, that Land Trust shall not be entitled to a Proportionate Share of any such proceeds attributable to the value of any permitted improvements to the Property made by Land Owners at Land Owners' expense after the date hereof.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

19. Procedure in the Event of Taking by Eminent Domain.

If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Land Trust shall be entitled to compensation in accordance with applicable law.

20. Interpretation.

This Easement shall be interpreted under the laws of the State of Oregon. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the Statement of Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Statement of Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This instrument sets forth the entire agreement of the parties with respect to the Property and Conservation Area and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property Conservation Area, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 16.

21. "Land Owners" - "Land Trust."

The terms "Land Owners" and "Land Trust," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively the above-named Land Owners, and its personal representatives, heirs, successors, and assigns, and the above-named Land Trust, its successors and assigns.

22. Successors.

Every provision of this Easement that applies to Land Owners or Land Trust shall be binding on and inure to the benefit of the parties and their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

23. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

24. Recordation.

Land Trust may record this instrument in the land records of the county where the Property is located, and may re-record it at any time so as to preserve Land Trust's rights hereunder.

25. Waiver.

No waiver by Land Trust of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

ARTICLE XII. SCHEDULE OF EXHIBITS

Exhibit A: Legal Description of the Property
Exhibit B: Map of the Property
Exhibit C: Baseline Documentation

IN WITNESS WHEREOF, the undersigned Land Owner has executed this instrument this 18th day of April, 2016

ROBERT E. EMMONS JR.

IN WITNESS WHEREOF, the undersigned Land Owner has executed this instrument this 18th day of April, 2016

NENA LOVINGER

The undersigned Land Trust hereby accepts the above Conservation Easement.

NORTHWEST LAND
CONSERVATION TRUST,
an Oregon nonprofit corporation

By _____
Lynn Bowers

Its President

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by Robert E. Emmons, JR

OFFICIAL SEAL
WANONA R CARROLL
NOTARY PUBLIC-OREGON
COMMISSION NO. 474861
MY COMMISSION EXPIRES JANUARY 16, 2017

Notary Public for Oregon

My commission expires: Jan. 16. 2017

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this 18th day of April 2016, by Nena Lovinger

OFFICIAL SEAL
WANONA R CARROLL
NOTARY PUBLIC-OREGON
COMMISSION NO. 474861
MY COMMISSION EXPIRES JANUARY 16, 2017

Notary Public for Oregon

My commission expires: Jan. 16. 2017

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this 18th day of April 2016, by Lynn Bowers as President of the Northwest Land Conservation Trust, an Oregon nonprofit corporation.

OFFICIAL SEAL
WANONA R CARROLL
NOTARY PUBLIC-OREGON
COMMISSION NO. 474861
MY COMMISSION EXPIRES JANUARY 16, 2017

Notary Public for Oregon

My commission expires: Jan. 16. 2017

LEGAL DESCRIPTION OF A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 1 WEST, W.M., LANE COUNTY, OREGON

LEGAL DESCRIPTION BESSETT TO EMMONS

A PARCEL OF LAND BEING LOCATED IN THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (W1/2 SE1/4 NW1/4) OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 1 WEST, W.M., LANE COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID W1/2 SE1/4 NW1/4, THENCE SOUTH 00°10'54" WEST ALONG THE EAST LINE OF SAID W1/2 SE1/4 NW1/4 A DISTANCE OF 497.92 FEET TO TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 00°10'54" WEST ALONG THE EAST LINE OF SAID W1/2 SE1/4 NW1/4 A DISTANCE OF 50.86 FEET; THENCE SOUTH 00°03'43" WEST ALONG THE EAST LINE OF SAID W1/2 SE1/4 NW1/4 A DISTANCE OF 774.37 FEET TO THE SOUTH LINE OF SAID W1/2 SE1/4 NW1/4; THENCE NORTH 89°57'29" WEST ALONG THE SOUTH LINE OF SAID W1/2 SE1/4 NW1/4 A DISTANCE OF 23.67 FEET; THENCE ALONG A 120.00 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 122.19 FEET, LONG CHORD BEARS NORTH 05°25'05" WEST, 116.98 FEET; THENCE NORTH 45°02'53" WEST A DISTANCE OF 168.28 FEET; THENCE ALONG A 150.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 55.24 FEET, LONG CHORD BEARS NORTH 32°39'22" WEST, 54.93 FEET; THENCE NORTH 18°19'18" WEST A DISTANCE OF 38.77 FEET; THENCE ALONG A 55.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 84.23 FEET, LONG CHORD BEARS NORTH 16°20'42" EAST, 76.24 FEET; THENCE NORTH 50°58'40" EAST A DISTANCE OF 89.78 FEET; THENCE ALONG A 105.00 FEET CURVE TO THE LEFT A DISTANCE OF 155.56 FEET, LONG CHORD BEARS NORTH 14°24'50" EAST, 141.72 FEET; THENCE NORTH 32°22'22" WEST A DISTANCE OF 38.78 FEET; THENCE ALONG A 160.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 70.96 FEET, LONG CHORD BEARS NORTH 15°18'53" WEST, 70.38 FEET; THENCE ALONG A 155.00 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 90.40 FEET, LONG CHORD BEARS NORTH 26°32'56" WEST, 89.12 FEET; THENCE ALONG A 20.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 52.68 FEET, LONG CHORD BEARS NORTH 14°13'35" EAST, 38.72 FEET; THENCE NORTH 85°16'57" EAST A DISTANCE OF 61.26 FEET; THENCE ALONG A 235.00 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 80.97 FEET, LONG CHORD BEARS NORTH 77°51'49" EAST, 80.57 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.98 ACRES, MORE OR LESS.

EMONSLEG.DOC

EXHIBIT "A"
PAGE 1

Exhibit "A"

PROPERTY DESCRIPTION

Situated in Lane County, State of Oregon in the Northwest 1/4 Section 35 in Township 18 South, Range 1 West of the Willamette Meridian and described as follows: Beginning at the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence leaving said point of beginning and along the South line of said Northwest 1/4 of Section 35, North 89° 59' 07" West 1267.20 feet, more or less, to the point of intersection with a line that (1) is drawn from a 5/8" x 30" rebar with yellow plastic cap marked "BRANCH ENG. INC." that lies North 00° 00' 53" East 885.58 feet, more or less, from said intersection, and (2) passes through a 5/8" x 30" rebar with red plastic cap marked "REF.MON.BRANCH ENG" that lies North 00° 00' 53" East 415.62 feet, more or less, from said intersection; thence along the last said extension and line that passes through said 5/8" x 30" rebar with red plastic cap marked "REF.MON.BRANCH ENG", North 00° 00' 53" East 885.58 feet, more or less, to said 5/8" x 30" rebar with yellow plastic cap marked "BRANCH ENG INC.", which point lies approximately on the Southeasterly extension of the centerline of an existing wooden bridge that crosses Little Fall Creek; thence along said approximate centerline in a direct line passing through a 2 1/2" PK nail with brass washer marked "BRANCH ENG." that was set North 37° 53' 08" West 70.04 feet, more or less, from last occupied point that is marked with a 5/8" x 30" rebar with yellow plastic cap marked "BRANCH ENG INC.", North 37° 53' 08" West 83.03 feet, more or less, to the center of said Little Fall Creek; thence along said centerline of Little Fall Creek, the following five courses: North 43° 23' 15" East 156.07 feet, North 49° 58' 24" East 249.20 feet, North 44° 38' 23" East 83.11 feet, North 52° 29' 43" East 302.93 feet, and North 37° 58' 32" East 99.96 feet, more or less, to a point that lies on the West line of the Northeast 1/4 of said Northwest 1/4 of Section 35; thence along last said West line, South 00° 07' 17" West 223.82 feet, more or less, to the Northwest 1/16th corner of said Section 35; thence along the North line of the Southeast 1/4 of said Northwest 1/4 of Section 35, South 89° 57' 31" East 662.72 feet, more or less, to the Northeast corner of said West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 35; and thence along the East line of said West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 35, South 00° 06' 34" West 1323.20 feet, more or less, returning to the point of beginning, in Lane County, Oregon.

EXCEPT THEREFROM:

A parcel of land being located in the West one-half of the Southeast one-quarter of the Northwest one-quarter (W 1/2 SE 1/4 NW 1/4) of Section 35, Township 18 South, Range 1 West, Willamette Meridian, Lane County, Oregon, more particularly described as follows: Beginning at the Northeast corner of said West one-half of the Southeast one-quarter of the Northwest one-quarter; thence South 00° 10' 54" West along the East line of said West one-half of the Southeast one-quarter of the Northwest one-quarter a distance of 497.92 feet to the true point of beginning of this legal description; thence South 00° 10' 54" West along the East line of said West one-half of the Southeast one-quarter of the Northwest one-quarter a distance of 50.86 feet; thence South 00° 03' 43" West along the East line of said West one-half of the Southeast one-quarter of the Northwest one-quarter a distance of 774.37 feet to the South line of said West one-half of the Southeast one-quarter of the Northwest one-quarter; thence North 89° 57' 29" West along the South line of said West one-half of the Southeast one-quarter of the Northwest one-quarter a distance of 23.67 feet; thence along a 120.00 feet radius curve to the left a distance of 122.19 feet, long chord bears North 05° 25' 05" West, 116.98 feet; thence North 45° 02' 53" West a distance of 168.28 feet; thence along a 150.00 feet radius curve to the right a distance of 55.24 feet, long chord bears North 32° 39' 22" West, 54.93 feet; thence North 18° 19' 18" West a distance of 38.77 feet; thence along a 55.00 feet radius curve to the right a distance of 84.23 feet, long chord bears North 16° 20' 42" East, 76.24 feet; thence North 50° 58' 40" East a distance of 89.78 feet; thence along a 105.00 feet curve to the left a distance of 155.56 feet, long chord bears North 14° 24' 50" East, 141.72 feet; thence North 32° 22' 22" West a distance of 38.78 feet; thence along a 160.00 feet radius curve to the right a distance of 70.96 feet, long chord bears North 15° 18' 53" West, 70.38 feet; thence along a 155.00 feet radius curve to the left a distance of 90.40 feet, long chord bears North 26° 32' 56" West, 89.12 feet; thence along a 20.00 feet radius curve to the right a distance of 52.68 feet, long chord bears North 14° 13' 35" East, 38.72 feet; thence North 85° 16' 57" East a distance of 61.26 feet; thence along a 235.00 feet radius curve to the left a distance of 80.97 feet, long chord bears North 77° 51' 49" East, 80.57 feet to the true point of beginning, in Lane County, Oregon.

PROPERTY DESCRIPTION

Beginning at the center of Section 35, Township 18 South, Range 1 West of the Willamette Meridian; thence along the East-West centerline of said Section 35 North 89° 59' 07" West 663.00 feet to the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section; thence along said line North 0° 07' 40" East 774.49 feet; thence North 70° 00' 00" East 1102.71 feet to a point which is 373.00 feet East of the North-South centerline of said section; thence parallel with said centerline, South 0° 05' 51" West 1151.91 feet to the East-West centerline of said section; thence along said centerline North 89° 59' 07" West 373.00 feet to the Point of Beginning, all in Lane County, Oregon.

A parcel of land lying in the Northwest quarter of Section 35, Township 18 South, Range 1 West of the Willamette Meridian, in Lane County, Oregon, described as follows:

Beginning at a point on the North right of way line of Little Fall Creek Road 60 feet Easterly, measured at right angles, from the West line of that parcel conveyed to John C. and Helen Turkington recorded on Reel 805R, Reception No. 768902, Lane County Oregon Deed Records; thence North parallel with and 60 feet distant from said West line 318.00 feet; thence East 180.00 feet; thence South parallel to said West line to the North right of way line of Little Fall Creek Road; thence Westerly along said line to the point of beginning, in Lane County, Oregon.

Lane County Clerk
Lane County Deeds and Records 2011-040140

$47.00

01242590201100401400020023
09/06/2011 02:23:26 PM
RPR-DEED Cnt=1 Stn=8 CASHIER 02
$10.00 $11.00 $16.00 $10.00

BOUNDARY LINE AGREEMENT

This Agreement is made and entered into by and between **Willetta Cosby**, being the record owner of Property 1, and **Robert E. Emmons, Jr. and Nena B. Lovinger**, being the record owners of Property 2, in the County of Lane, State of Oregon.

1. **Property 1**:

   Parcel 1 of Land Partition Plat Number 92-P0203, Lane County Oregon Plat Records, being a portion of that property described in Warranty Deed recorded on Reel 958-R, Reception Number 7880776, Lane County Oregon Deed Records.

2. **Property 2**:

   That property described in Warranty Deed recorded on Reel 2297R, Reception Number 9734872, Lane County Oregon Deed Records.

Whereas:

The exact location of the boundaries between Property 1 and Property 2 are currently in dispute. In order to eliminate any confusion and to forever determine the issue of the common boundary lines between said parcels, the undersigned parties desire to establish said boundary lines.

The undersigned parties have caused a survey to be made for the purpose of permanently monumenting and defining the location of the common boundary lines between their respective parcels. Said survey was performed by EGR & Associates, Inc. and certified by Ryan M. Erickson, license #55524LS, filed in the office of the Lane County Surveyor as Land Partition Plat Number 2011 - P2506.

Now, Therefore:

In consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary lines between the parcels described herein, it is hereby agreed as follows:

1. It is hereby agreed that the common boundary line between **Property 1** and **Property 2** in Section 35, Township 18 South, Range 1 West of the Willamette Meridian will be hereafter described as follows:

   Beginning at the Quarter Corner common to Sections 26 and 35, Township 18 South, Range 1 West of the Willamette Meridian; thence South 1°37'37" East 427.86 feet to a 5/8" rebar marked "EGR & Assoc"; thence South 5°14'11" West 157.17 feet to a 5/8" rebar marked "EGR & Assoc"; thence North 84°09'59" East 9.77 feet to a 5/8" rebar marked "EGR & Assoc"; thence South 2°07'10" East 447.26 feet to a 5/8" rebar marked "EGR & Assoc" on the Northerly right-of-way of Little Fall Creek Road, County Road Number 305.

2. It is hereby agreed that the existing fence lines may be maintained in their current location.

Conveyance:

In order to effectuate this agreement;

1. The undersigned owner of Property 1 hereby quit claims to the owner of Property 2 any interest in property which may have been within the boundaries of Property 1 and is now surveyed and monumented as being part of said Property 2.

2. The undersigned owner of Property 2 hereby quit claims to the owner of Property 1 any interest in property which may have been within the boundaries of Property 2 and is now surveyed and monumented as being part of said Property 1.

After Recording Return To:
EGR & Associates
2535 B Prairie Rd
Eugene, OR 97402

Until a change is requested,
all tax statements are to be sent to:
Property 1 – No Change
Property 2 – No Change

Easement:

In order to definitively locate the access easements described in those Easement Agreements recorded in Reel 1669R Rec. #9060021 & Rec. #9060022, Lane County Oregon Deed Records the parties agree that the easement shall be located as follows and the remainder of said Agreements shall be in full force and effect:

A strip of land variable feet in width in Sections 26 and 35, Township 18 South, Range 1 West of the Willamette Meridian, Lane County, Oregon, thirty (30.00) feet wide, being fifteen (15.00) feet on each side of the following described centerline:
Beginning at a point on the Northerly right-of-way of Little Fall Creek Road said point being South 1028.46 feet and East 38.95 feet from the quarter corner common to said Sections 26 and 35; thence North 2°32'23" West 448.17 feet; thence North 3°00'02" East 153.68 feet; thence North 1°37'37" West 427.44 feet; thence North 1°08'31" West 346.30 feet.

In witness whereof, the undersigned have caused this instrument to be executed this 19 day of August, 2011.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Willetta Cosby

Robert E. Emmons, Jr.

Nena B. Lovinger

This conveyance is subject to and excepts any rights of the public in streets, roads and highways.

The true consideration for this conveyance is other.

State of Oregon)

County of Lane)

This instrument was acknowledged before me on this 12 day of August, 2011, by **Willetta Cosby.**

OFFICIAL SEAL
EVERETT L GIVENS
NOTARY PUBLIC - OREGON
COMMISSION NO. 464059
MY COMMISSION EXPIRES JANUARY 09, 2015

Notary Public
My commission expires: January 9, 2015

State of Oregon)

County of Lane)

This instrument was acknowledged before me on this 19 day of August, 2011, by **Robert E. Emmons, Jr. and Nena B. Lovinger.**

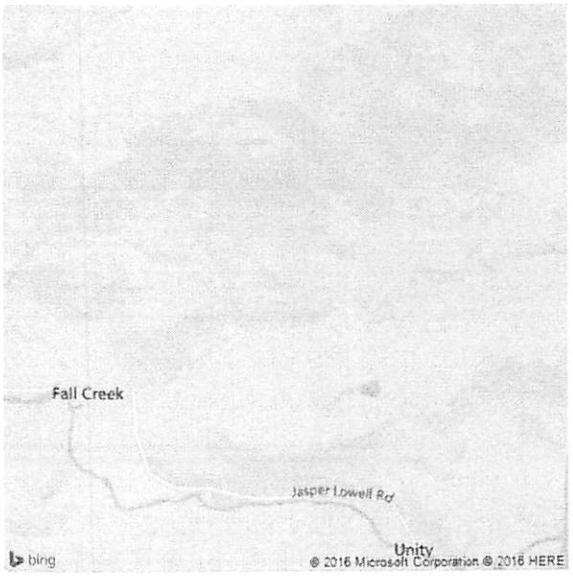
OFFICIAL SEAL
BARBARA SILVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 421738
MY COMMISSION EXPIRES SEPTEMBER 29, 2011

Notary Public
My commission expires: 9-29-2011

bing maps

Notes

40176 Little Fall Creek Rd. Parcel
40091 Little Fall Creek Rd. Parcel
40093 Little Fall Creek Rd. Parcel
40089 Little Fall Creek Rd. Parcel



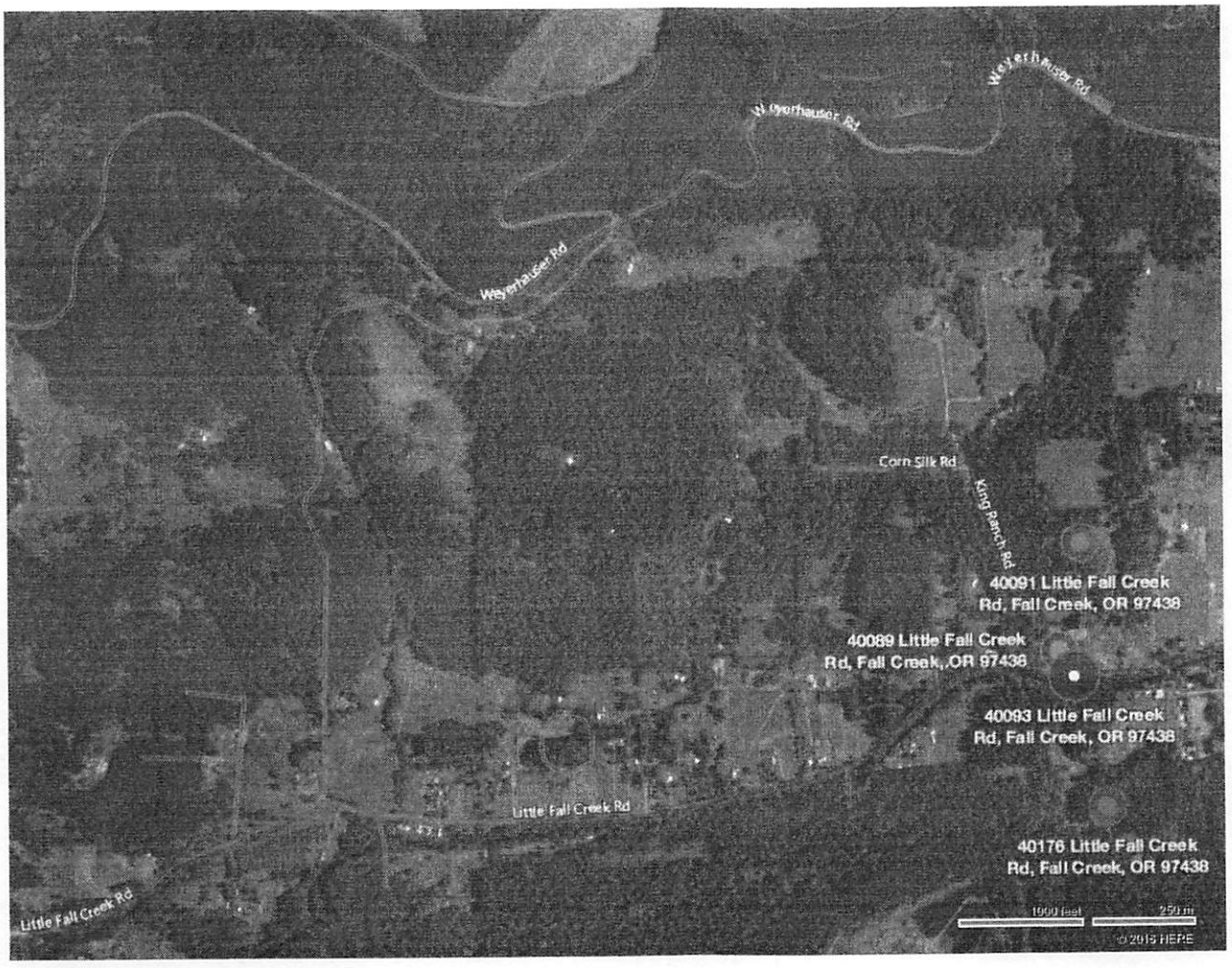


Exhibit "B"

Emmons-Lovinger Property

Baseline Study for Conservation Easement

April 18, 2016

Prepared by
Mark Wigg
Environmental Consultant
NWLCT Vice President
P.O. Box 831
Salem OR 97308
Mark_wigg@hotmail.com

Exhibit "C"

Robert Emmons and Nena Lovinger expressed an interest in a conservation easement for their properties at 40089, 40091, 40093, and 40176 Little Fall Creek Road, Fall Creek, Lane County, Oregon. Federal and state statutes define the purposes for which conservation easements may be established. The relevant federal statute is:

26 U.S.C. 170(h)(4), Conservation purpose defined, in general

(A) For the purposes of this subsection, the term "conservation purposes" means---

(i) The preservation of land areas for outdoor recreation by, or the education of, the general public,

(ii) The protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem,

(iii) The preservation of open space (including farm-land and forest land) where such preservation is—

(I) for the scenic enjoyment of the general public, or

(II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit

The applicable state statute is:

271.715 Definitions for ORS 271.715 to 271.795. (1) "Conservation easement" means a nonpossessory interest of a holder in real property imposing limitations or affirmative obligations the purposes of which include retaining or protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property.

The mission of the Northwest Land Conservation Trust (NWLCT) is to protect and preserve natural, scenic, agricultural, forest, recreational, wildlife habitat, riparian habitat, wetlands, and aquatic, and open spaces in the State of Oregon. This Baseline Report describes the property and documents that a conservation easement on the Atkinson property would meet the purposes of conservation easements for the protection of habitat for wildlife and plants, and for the preservation of open space for the scenic enjoyment of the general public.

Property Description:

Landowner: Robert Emmons and Nena Lovinger

Address: 40089, 40091, 40093, and 40176 Little Fall Creek Road, Fall Creek, Lane County, Oregon 97438

Legal Description: Section 26 and 35, Township 18 South, Range 1 West, W.M. tax lots 500, 501, and 1800.

Map Number: 18013500

Size: 64 acres

Property Development: The property has three houses of 1,800, 1250, and 1100 square feet and a mobile home of 500 square feet. The property also has a barn, stable, and other accessory structures.

Zoning: Farm and Forest Use

Elevation: 700 to 800 feet.

Watershed: The property is in the Little Fall Creek Watershed. An unnamed tributary of Little Fall Creek crosses the property north of Little Fall Creek Road, several hundred feet of Little Fall Creek runs through the property.

Topography: The property is on gentle, northwest and southwest facing slopes, see Figure 2.

Habitats: Wetlands-3 acres; mature Douglas-fir forest-50 acres; riparian forest-2 acres, pasture-6 acres; oak woodland and rock outcrops-6acres. The aerial photograph, Figure 3, shows the vegetation cover and the location of the residence and out buildings.

Conservation Values: The Oregon Conservation Strategy lists grasslands, wetlands, Oregon white oak woodlands, riparian habitats, and fresh water aquatic habitat as key strategy habitats needing protection and/or restoration in the Willamette Valley. This property has grassland, riparian habitat, wetlands, and fresh water aquatic habitat. The mature Douglas-fir forest is starting to have snags and multi-storied canopy adding to the diversity of habitat. In addition, the oak habitat includes rock outcrops that provide habitat for several species of sensitive plants.

Several wildlife species have been identified near the properties that are considered sensitive including Chinook salmon and steelhead. A list of species found in the area prepared for the Oregon Conservation Strategy is attached. The Oregon Conservation Strategy for the Willamette Valley specifically cites the importance of protecting the Coyote Creek watershed for meeting the state's conservation objectives.

Scenic Values: The properties have scenic value for people traveling on Little Fall Creek Road.

Conclusion: Because of its value for wildlife habitat and scenic open space, a conservation easement to preserve the farm would be warranted by the NWLCT.

Figure 1. Tax lot Map

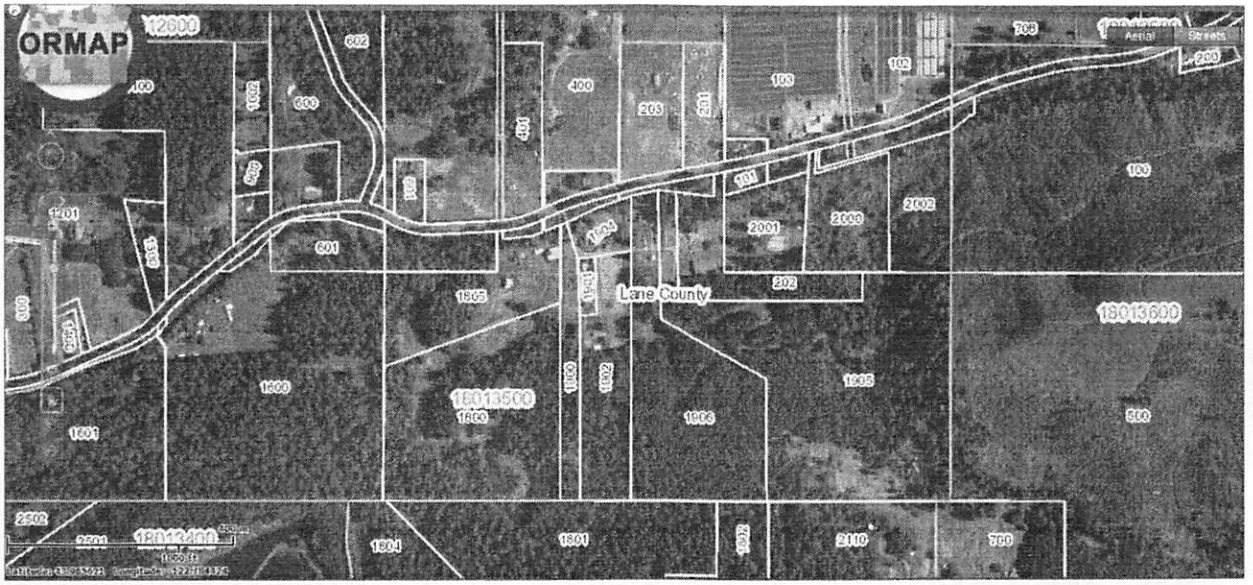


Figure 2. High Elevation Photo

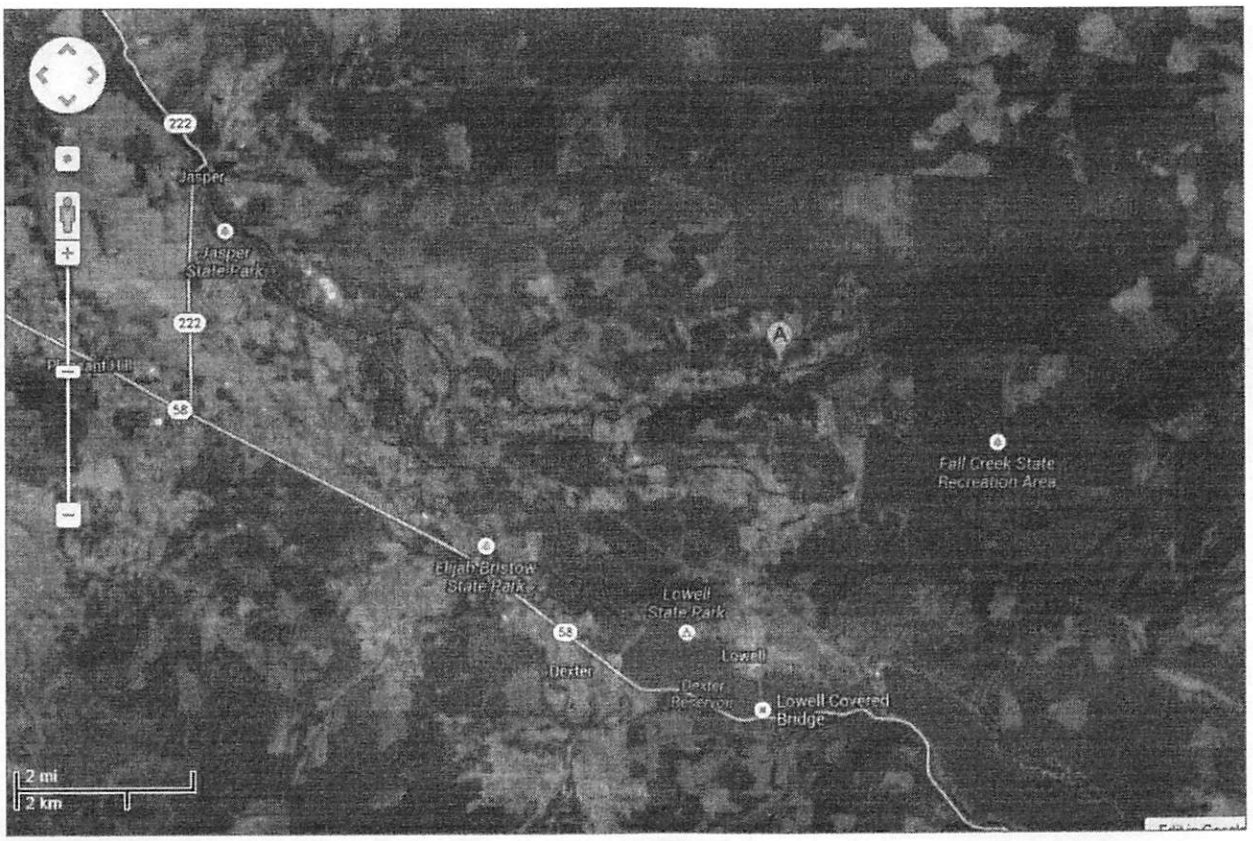
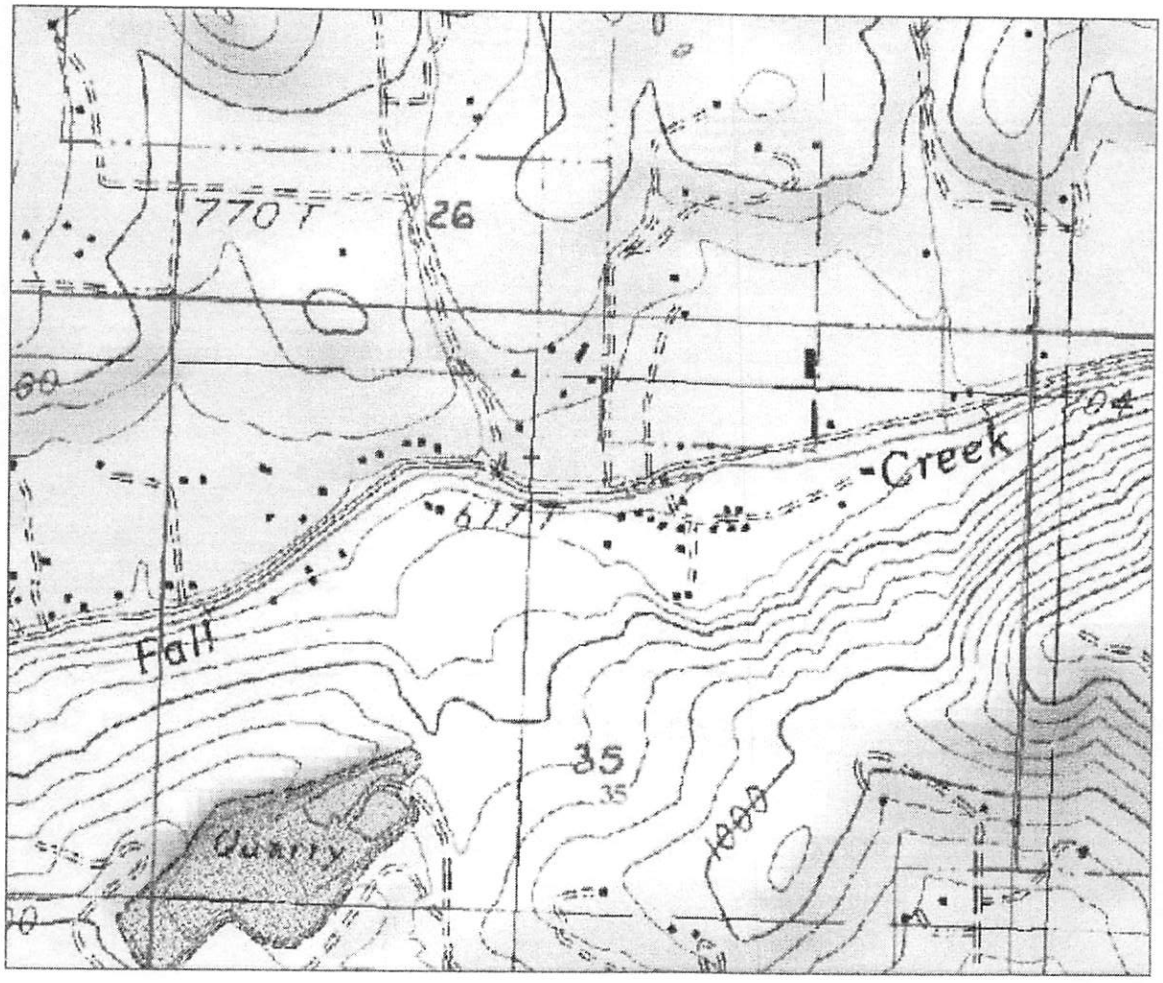



Figure 3. Topographic map of area.