After Recording, Return To:
Ball Janik LLP
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Portland, OR 97204
Attn: Stephen T. Janik

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE IA, IC AND PHASE II OF MILL CREEK CORPORATE CENTER

EFFECTIVE DATE: DECEMBER 6, 2007

RECITALS

The State of Oregon, acting by and through its Department of Administrative Services (the "Declarant"), owns the real property described on attached Exhibit A (the "Property"), which is part of the Mill Creek Corporate Center. A portion of the Property, consisting of open space and wetlands, will be conveyed to the City of Salem (the "City") or other governmental authority.

The Property will be planned, divided, developed and used pursuant to the Master Plan for the Mill Creek Corporate Center attached as Exhibit B (the "Master Plan").

Declarant intends to partition the Property and to sell partitioned parcels to others who will further partition or subdivide portions of the Property to be developed, leased or sold to others. The Property is zoned Employment Center, pursuant to Chapter 161 of the Salem Revised Code ("SRC"). The platting, development and use of the platted lots that comprise the Property are not subject to Oregon's Planned Community Act (ORS 94.550-94.783), and are exempt from the requirements of the Planned Community Act, pursuant to ORS 94.550(18)(b)(B).

Now, therefore, Declarant declares that the Property shall be divided, developed and used in accordance with the following provisions, which shall apply to and be binding upon each owner, assignee and successor in interest of all or any part of the Property:

AGREEMENTS

SECTION 1 DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.1 Articles. "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.2 Assessment. "Assessment" means any assessment levied against one or more Members by the Association for payment of expenses relating to the Property and shall include General, Special and Limited Assessments.

1.3 Association. "Association" means the non-profit corporation formed or to be formed to serve as the association of Members (Owners) as provided in this Declaration and such corporation's successors and assigns. The Association shall be known as the "Mill Creek Corporate Center Owners Association, Inc."

1.4 Bioswale. "Bioswale" means a manmade swale or improvement to an existing natural swale, located on a Lot and not in a public right-of-way, designed and used to collect, hold and transport stormwater to the wetland areas of the Property.

1.5 Board. "Board" means the Board of Directors of the Association.

1.6 Business Day. "Business Day" means a calendar day when banks in Salem, Oregon are generally open for business.

1.7 Bylaws. "Bylaws" means the Bylaws of the Association, as amended from time to time. The Bylaws shall be recorded in the Deed Records of Marion County, Oregon.

1.8 City. "City" means the City of Salem.

1.9 Common Area. "Common Area" means those areas designated on a partition or subdivision plat as common area, if any, that are for the use and benefit of the Members and that are owned by the Association, the easements in favor of the Association with respect to the Bioswales, or any other areas so designated by Declarant in an amendment to this Declaration recorded in accordance with Section 12.2.2, but shall exclude the wetland and open space areas and areas owned by Declarant to be conveyed to the City or other governmental authority. There is no Common Area as of the date of this Declaration.

1.10 Common Maintenance Area. "Common Maintenance Area" means the Common Area, if any, and also shall mean any areas within public rights-of-way (including Ditches 5 and 6 after their reconstruction), tracts or other property that the Association is required to maintain pursuant to this Declaration or that the Board deems necessary or appropriate to maintain for the common benefit of the Members, including without limitation, those areas described in Sections 4.1 and 5. The wetlands and open space to be conveyed to the City or other governmental authority are not a Common Maintenance Area.

1.11 Declarant. "Declarant" means the State of Oregon, acting by and through its Department of Administrative Services, and its successors and assigns if such successor or assign acquires all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

1.12 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Phases IA, IC and Phase II of Mill Creek Corporate Center effective as of the Effective Date or as the Declaration may be subsequently amended.

1.13 Design Review. "Design Review" means the process of obtaining prior Design Review Committee approval of the design of Improvements to be built on a Lot, pursuant to Section 9.

1.14 Design Review Committee. The "Design Review Committee" or "Committee" means the committee appointed pursuant to Section 9.

1.15 Design Standards and Guidelines. "Design Standards and Guidelines" means those attached as Exhibit C and the design guidelines and procedures adopted by the Design Review Committee pursuant to Section 9.

1.16 General Assessment. "General Assessment" means an assessment levied against all Members pursuant to Section 6.2 for the common benefit of the Property and the Members, as determined by the Board in its sole discretion.

1.17 Implementation Committee. "Implementation Committee" means that Implementation Committee established under that Intergovernmental Agreement between Declarant and the City dated March 14, 2005. If for any reason the Implementation Committee has ceased to exist, then references in this Declaration to the Implementation Committee shall be replaced with references to "the City in its proprietary capacity."

1.18 Improvement. "Improvement" means every structure or manmade improvement of any kind, including but not limited to buildings, sidewalks, fences, benches, walls, works of art, trees, hedges, plantings, poles, changes in exterior color or shape, and site work (such as, without limitation, excavation, grading, road construction, and utility improvements).

1.19 Limited Assessment. "Limited Assessment" means an assessment levied against a Member by the Association (pursuant to Section 6.4): (i) for costs and expenses incurred by the Association for corrective action performed pursuant to this Declaration which is required as a result of the willful or negligent actions or omissions of such Member or such Member's Permitted Users; or (ii) to equitably reflect the use of or benefit from one or more Common Maintenance Areas by a Member or a Member's Permitted Users that is disproportionate to the percentage of the total General Assessments allocable to the Member, as determined by the Board in its sole discretion.

1.20 Lot. "Lot" means a platted or partitioned lot or block within the Property, but does not include any tract marked on the Plat as Common Area. In the event a Lot in existence as of the date of this Declaration is replatted, the Lot that existed on the date of this Agreement prior to the replatting shall thereafter not be treated as a Lot for purposes of this Declaration, and the platted lots that result from the replat shall each be a Lot. The wetlands and open space to be conveyed to the City or other governmental authority shall constitute a Lot.

1.21 Maintenance Agreement. "Maintenance Agreement" means the Stormwater Drainage and Maintenance Agreement among Declarant, the City, and the Association attached as Exhibit D and to be recorded in the deed records of Marion County, Oregon concurrently with this Declaration.

1.22 Master Plan. "Master Plan" means the Master Plan attached as Exhibit B, as that Master Plan may be amended over time.

1.23 Member. "Member" means any person or entity, including Declarant, at any time owning a Lot or in the case of Declarant, owning any portion of the Property whether or not that portion is a Lot.

1.24 Owner. "Owner" means any person or entity owning a Lot.

1.25 Permitted Users. "Permitted Users" means any person or entity legally leasing, using or occupying a Lot or potion thereof which is not the Owner of that Lot.

1.26 Plat. "Plat" means a duly recorded partition plat or subdivision plat covering some or all of the Property.

1.27 Property. "Property" means the real property in Marion County, Oregon legally described on the attached Exhibit A.

1.28 Special Assessment. "Special Assessment" means an assessment levied by the Association against the Members pursuant to Section 6.3.

1.29 Stormwater Management Plan. "Stormwater Management Plan" means the plan relating to the management of stormwater with respect to the Property, OTAK Project No. 12155, dated October 16, 2006, adopted by Declarant, and all of its subsequent amendments.

SECTION 2 DECLARATION

2.1 Property Covered. The property which is covered by and is hereby made subject to this Declaration is the Property.

2.2 Purpose. The purposes of this Declaration are: to set forth standards pursuant to which Lots are to be maintained, developed and used, and pursuant to which Improvements are to be designed, constructed and used; to make provision for services to the Common Maintenance Area (including, without limitation, the maintenance, repair, restoration, replacement, and improvement thereof); to establish the Association; to provide for assessments of the Owners; and to set forth other terms and conditions governing the use and enjoyment of the Property.

SECTION 3 THE ASSOCIATION

3.1 Organization. Declarant has organized the Association as a nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act under the name "Mill Creek Corporate Center Owners Association, Inc."

3.2 Membership. Every Owner of one or more Lots shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or

more Lots, be a Member. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

3.3 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A Members shall consist of all Members, including Declarant). Class A Members shall be entitled to one vote for each Lot owned by them. There shall be no fractional votes.

Class B. The Class B Member shall be the Declarant, and Declarant shall be entitled to a number of votes equal to the sum of (i) the number of votes then allocated to Class A Members plus (ii) one. The Class B membership shall cease and be converted to Class A membership upon either of (a) Declarant's election in writing to terminate the Class B membership or (b) when the Class B Member ceases to own any portion of the Property, exclusive of any and all wetlands.

3.4 Exercise of Class A Voting Rights. Each Class A Member shall have one (1) vote. In any situation in which a Member is entitled personally to exercise the vote for its Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as is determined by a majority of such persons having an ownership interest in the Lot, but in no event shall a Lot be allocated more than one vote. If a majority of the co-Owners of a Lot cannot agree upon the vote, the vote of the Lot shall be disregarded in determining the proportion of votes with respect to the particular matter at issue.

3.5 Board of Directors. The Association's Board of Directors shall be elected as provided in the Bylaws.

3.6 Powers and Obligations. The Association shall have, exercise, and perform (i) the powers, duties, and obligations granted to the Association by this Declaration, the Bylaws, and the Articles of Incorporation of the Association; (ii) the powers and obligations of a non-profit corporation pursuant to the Oregon Nonprofit Corporation Act; and (iii) any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Members within the Property. However, unless expressly set forth in this Declaration or in the Bylaws, the Association shall not act in the capacity of settling disputes between Members or resolving problems that Members may experience. Disputes or problems experienced by Members to which the Association has no express authority or role as set forth in this Declaration shall be resolved by private, lawful means chosen by the affected Members and there shall be no recourse to the Association.

3.7 Liability. To the fullest extent permitted by law, neither the Association nor any officer or member of the Board or the Design Review Committee nor Declarant or any officers, members, employees or agents of any of these shall be liable to any Member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the

Association, any of its officers, or any member of the Board or the Design Review Committee or Declarant or any of Declarant's officers, members, employees or agents, provided only that the officer or Board or Design Review Committee member or Declarant or any of Declarant's officers, members, employees or agents has acted in good faith in accordance with the actual knowledge possessed by such person.

3.8 Indemnification. The Association shall indemnify every officer, employee, agent or Board member, Design Review Committee member, or other member of a committee established under or pursuant to the Bylaws against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, employee, agent, Board member, Design Review Committee member or committee member, so long as the officer, employee, agent, Board member, Design Review Committee member or committee member acted or failed to act in good faith with regard to the act or omission at issue. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, employee, agent, Board member, Design Review Committee member or committee member may be entitled. The Association shall, as an expense subject to General Assessments under Section 6.2, maintain adequate officers' and directors' liability insurance to fund this obligation.

3.9 Association Rules and Regulations. The Board from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots, and the Common Maintenance Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property; provided that the Board may not adopt rules or regulations prohibiting lawful activities within the Property if such activities are not otherwise prohibited in this Declaration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the Board promptly to each Member and shall be binding upon all Members and Permitted Users upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws.

SECTION 4 MAINTENANCE AND INSURANCE

4.1 Maintenance. The Association shall be responsible for the maintenance, repair, restoration, replacement, and improvement of the Common Maintenance Areas (including any utilities thereon, to the extent not maintained by governmental authorities or public or private utility companies) in good order and condition. In addition, the Association may undertake maintenance, repair, and replacement of the following Common Maintenance Areas: (i) public parks or greenways within the Property or the vicinity of the Property over and above the maintenance provided for by the City, to the extent permitted by the City; (ii) private streets and private pedestrian easements within the Property; (iii) stormwater facilities, as specified in Section 5; and (iv) any other area determined by the Board to be in the interest of the Association to maintain, as determined by the Board in its sole discretion. The Association's responsibilities shall include, but shall not be limited to, the cleaning, repaving, and replacing of any paved areas included in the Common Maintenance Areas (including private streets and adjoining sidewalks forming part of any platted tract within the Common Maintenance Areas, but excluding any

public streets and sidewalks, for which the Association shall have no responsibility), landscape maintenance, replacement, and repair of or to landscaped areas included in the Common Maintenance Areas, the repair, repainting, restaining, and replacing of any benches, signs and monuments, lights and lightposts, planters, fences, irrigation systems, works of art, and other Improvements located within the Common Maintenance Areas, and the maintenance, repair and replacement of any stormwater systems, bioswales, pipes and apparatus located within the Common Maintenance Areas as specified in Section 5.

4.2 Insurance. The Association shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to the Common Maintenance Areas, in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such liability policy(ies) shall not be for an amount of less than $3,000,000 per person, per occurrence, and that such liability policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least ten (10) days' written notice to the Association. The Association may obtain such other and further policies of insurance as it deems advisable. Additionally, the Association shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance, including coverage for vandalism and malicious mischief, with respect to all insurable Improvements within the Common Maintenance Areas in an amount equal to one hundred percent (100%) of the replacement cost thereof, if available at a reasonable cost, as determined by the Board in its sole discretion.

SECTION 5 STORMWATER DRAINAGE FACILITIES

5.1 Construction of Bioswales and On-Site Stormwater Management Facilities. The Stormwater Management Plan and the Maintenance Agreement describes and shows the anticipated location of the Bioswales on the Property. However, the exact location of Bioswales on the Property shall be established by the City through its land division approval process and/or through its permitting process. Each Owner over whose Lot a Bioswale will traverse is required to obtain all necessary City plan approvals and associated building permits, and to construct the indicated Bioswale(s) and associated on-site stormwater management pre-treatment facilities in accordance with the procedures, standards, and specifications set forth in the City Stormwater Management Design Standards in force at the time the building permit is applied for. Each Owner is also required to obtain confirmation from the City that the as-built Bioswale(s) and on-site stormwater management facilities have been built to City standards and City-issued building permit conditions. In addition, the Association hereby is granted a perpetual easement with respect to the Bioswale(s), on-site stormwater management facilities, an area on either side of the Bioswale(s) sufficient for equipment access and worker access for any necessary maintenance, and on-site stormwater management facilities allowing the Association to maintain, repair and replace the Bioswale(s) and on-site stormwater management facilities and to have access to the Bioswale(s) and on-site stormwater management facilities from a public street. The easement granted to the Association shall be perpetual, shall run with each Lot on which a Bioswale is located and shall authorize a Limited Assessment for any work performed on a Bioswale by the Association.

5.2 Owner's Responsibility. Each Owner is required to construct, operate, repair, replace and maintain the Bioswales and/or other on-site stormwater management facilities on their Lot(s) so as to meet the City's established standards for stormwater quantity and quality. Those standards are as set forth in the City's plan approval/building permit conditions, the City's Stormwater Management Plan or subsequently adopted City stormwater standards, and applicable sections of the SRC.

5.3 Association Operation and Maintenance of Bioswales and On-Site Stormwater Management Facilities. In the event that an Owner/Member fails to comply with Section 5.2, the Association shall perform such obligations and the costs of such work will be a Limited Assessment against such Owner of the Lot involved. In the event of such Owner's failure, the Association shall perform all operations, maintenance, repair and replacement obligations required by the Maintenance Agreement. The costs of such obligations shall be Limited Assessment and assessed to such Member in the manner set forth in Section 6.

5.4 Entry on a Lot by City. As set forth in Subsection 7.1 of this Declaration, except as otherwise expressly provided in this Declaration or in the Plat in which a Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. The City is entitled to enter upon a Lot, in the manner described in Subsection 7.1, for purposes of inspecting the Lot and determining if the Lot and its Bioswales and on-site stormwater management facilities comply with Section 5 of this Declaration, the applicable Design Review approval(s) and building permit conditions, and applicable SRC provisions for that Lot and its Improvements. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in favor of the applicable Owner or Member.

5.5 Entry on a Lot by the Association. The Association may enter upon a Lot for purposes of inspecting the Lot, determining if the Lot and its Improvements comply with this Declaration and for purposes of enforcing the Association's rights under Section 5, including, but not limited to, performing the work referred to in Section 5.3. Before the Association enters upon a Lot pursuant to this Section 5.5, the Association shall give the Owner at least five (5) days prior written notice, and if the entry is for purposes of the Association conducting repair or maintenance work, the notice shall specify the work necessary and give the Owner ten (10) days to commence such work and to thereafter diligently complete the work. If the Owner fails to do so then the Association may do so. The above notice and cure provisions do not apply in the case of any emergency.

5.6 City Consent to Amendment, Rescission or Modification. The Owner(s), Declarant, Association and Member(s) specifically acknowledge that, notwithstanding any other provision of this Declaration, this Section 5 may not be amended, or the terms, conditions and obligations made applicable to the Owner(s), Declarant, Association or Member(s) by Section 5, may not be amended, rescinded, or otherwise modified in any way, without the express written consent of the City, which consent shall be in the sole discretion of the City, and any such consent shall be reflected in a recorded amendment to this Declaration.

SECTION 6 ASSESSMENTS

6.1 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot (except for the City) by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Bylaws. Such assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 10.4, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Section 10 below.

6.2 General Assessments

6.2.1 Commencement. Unless otherwise determined by the Board in its sole discretion, General Assessments against each Lot shall commence for that Lot when that Lot is sold to a Member by Declarant.

6.2.2 Amount of Annual General Assessment. The total annual General Assessment against all Lots shall be based upon an annual budget prepared by the Board with respect to projected expenses for the common benefit of the Property, the Common Maintenance Areas and the Members, as determined by the Board in its sole discretion. Expenses that may be subject to General Assessments include, without limitation, costs and charges incurred in connection with:

(i) Maintenance, repair, restoration, replacement, and improvement activities pursuant to Section 4.1;

(ii) Acquisition, installation, and maintenance of seasonal decorations and ornamentation for the Property;

(iii) Liaison and communication with the City and other relevant governmental agencies with respect to issues of common concern to the Members;

(iv) Meetings and other gatherings of Owners of the Property for social, recreational, informational, or other purposes;

(v) Professional management of the Association and the Common Areas and other areas and items maintained pursuant to this Declaration;

(vi) Legal, accounting and other professional and consulting services for the Association;

(vii) Public liability and property damage insurance obtained pursuant to Section 4.2, officers' and directors' liability insurance coverage, errors and omissions

coverage for members of the Board and such other insurance coverage as the Board may deem necessary or appropriate;

(viii) Provision of private security services for the Property, subject to Section 13.10, provided that the Association shall have no obligation whatsoever to provide such security services;

(ix) Reimbursement charges payable to Declarant for funds advanced (plus reasonable interest) by Declarant to pay costs charged by the City for police services and fire services to be provided by the City to the Property; and

(x) Other activities, events, or services for the common benefit of the Property and the Members, as determined by the Board from time to time in its reasonable discretion.

6.2.3 Allocation of Assessments. All General Assessments shall be allocated among Members then subject to assessment in proportion to the gross square footage of the Lot owned by such Member.

6.2.4 Notice of General Assessments and Time for Payment. General Assessments shall be determined on an annual basis based on a budget approved by the Board in its sole discretion. The Association shall give written notice to each Member as to the amount of the General Assessment with respect to each Lot on or before December 15 of each year for the calendar year commencing January 1 of the next year, subject to subsequent amendment by the Board. In the event that during the year, it becomes apparent to the Board that the anticipated actual costs may exceed the budget, then the Board in its sole discretion may increase the General Assessment to cover the anticipated deficiency. The General Assessment shall be due and payable monthly or on such other basis as the Board shall determine.

6.3 Special Assessments. In addition to the General Assessments, the Board shall have the authority, with the written consent of holders of at least 50% of the Class A Members of the Association and the consent of all of the Class B Member, if any, to levy Special Assessments for capital improvements or additions to the Common Maintenance Area or Improvements therein. Special Assessments shall be allocated in the manner described in Section 6.2.3. Special Assessments shall be payable as the Board may from time to time determine, within thirty (30) days after mailing notice thereof to the Members.

6.4 Limited Assessments. The Association may levy against any Member a Limited Assessment (i) equal to the costs and expenses incurred by the Association, including legal fees, for corrective action performed pursuant to this Declaration which is required as a result of the willful or negligent actions or omissions of such Member or such Member's Permitted Users, or (ii) that equitably reflects use of or benefit from one or more Common Maintenance Areas by a Member or a Member's Permitted Users that is disproportionate to the percentage of the total General Assessments allocable to the Member, as determined by the Board in its sole discretion.

6.5 Payment of Infrastructure Fee.

6.5.1 Payment and Amount. Declarant has sought, and has obtained from the City, the formation of a Development District, for the purposes of obtaining reimbursement for costs incurred by the Declarant for the construction of public improvements required by the Declarant's Urban Growth Development Permit issued by the City (the "Public Improvements"). Declarant has entered into an Infrastructure Agreement with the City for the construction of the Public Improvements, which is recorded in the deed records of Marion County at reel 2687 page 393. As required by the Infrastructure Agreement and SRC 66.380 (2007), Owner shall pay an "Infrastructure Fee" in an amount established by Section 1 (b) of the Infrastructure Agreement, to reimburse the Declarant for costs incurred or to be incurred by Declarant for constructing the Public Improvements. The Infrastructure Fee shall be paid to the City at the time specified in the Infrastructure Agreement. As a material condition hereunder, the Owner agrees that it shall not commence construction of any building or improvement requiring the payment of the Infrastructure Fee, unless and until the Infrastructure Fee has been paid. If an owner believes that there is an error in the calculation of the square footage used to determine the Infrastructure Fee, the Owner must first pay the Infrastructure Fee as assessed before filing a request for redetermination of the Infrastructure Fee. Any request for a redetermination of the Infrastructure Fee must be filed within thirty (30) days of the Owner's payment of the Infrastructure Fee. While the Owner may, after paying the entire Infrastructure Fee, contest the calculation of the amount of the required Infrastructure Fee due (seeking a refund for any overpayment), Owner may not contest the requirement that the Infrastructure Fee be paid.

6.5.2 Exempt from SDCs. Pursuant to SRC 41.150(g), the payment of the Infrastructure Fee by the Owner exempts the Owner from System Development Charges.

6.5.3 Refunds. An Owner may apply for a refund of the Infrastructure Fee if it has paid the Infrastructure Fee, but has not commenced construction of the improvement covered by the Permit. However, the Declarant shall have the right to have such refund to Owner postponed if the Infrastructure Fee collected from Owner has either been used to offset the costs of Public Improvements, or has been irrevocably committed to pay the costs of a Public Improvement, and there are not sufficient funds in the Infrastructure Fee account held by the City to make such refund, in which case the refund shall be paid as such time as there are sufficient funds in such account to make such refund.

6.5.4 Right to Equitable Relief. Owner agrees by purchasing its property that, if the Owner fails to timely pay the Infrastructure Fee at or prior to the approval of a covered permit, Declarant or the Association shall be entitled to, i) the equitable remedy of an injunction, ordering the Owner not to commence or continue construction of the improvement unless and until Owner pays the Infrastructure Fee, and ii) an order ordering the Owner to pay such Infrastructure Fee.

6.6 Declarant Not Liable for Assessments. Declarant shall not be charged for assessments of any form on unsold Lots or repurchased Lots.

SECTION 7 PROPERTY RIGHTS AND EASEMENTS

7.1 Members' Use and Occupancy. Except as otherwise expressly provided in this Declaration or in a Plat in which a Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. Declarant and any representative of the Association authorized by the Association may at any reasonable time, upon reasonable notice to the applicable Member, enter upon any Lot for any of the following purposes: (i) performing the maintenance, repair, restoration, replacement, and improvement activities described in Section 5 with respect to a Lot and Section 4.1 with respect to any Common Maintenance Area, whether a part of or adjoining such Lot; (ii) as necessary for purposes of Design Review; (iii) determining if Improvements are being built in accordance with the Design Review approval under Section 9, and (iv) for the purpose of determining if the Owner, Improvements on the Lot and the Lot are in compliance with the requirements of this Declaration. The City is also entitled to enter upon a Lot, in the manner described above, for purposes of inspecting the Lot and determining if the Lot and its Improvements comply with the applicable Design Review approval(s) for that Lot and its Improvements. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in favor of the applicable Member. Declarant, until the Class B membership terminates, or the Association thereafter, may grant or assign easements over or with respect to any Common Area to municipalities or other utilities providing utility services and to communication companies.

7.2 Members' Easements of Enjoyment. Subject to the provisions of this Declaration, every Member and the Member's Permitted Users shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot. No Permitted User shall use the Common Areas in a manner or for a purpose that causes an unreasonable disturbance of other Owners and all use of the Common Areas shall be subject to such rules and regulations as may be adopted by the Board from time to time, in its sole discretion.

7.3 Title to Common Area. Fee title to all Common Areas, if any, shall be conveyed to the Association by Declarant free and clear of liens and monetary encumbrances at any time, in the discretion of Declarant.

7.4 Improvements in the Common Area. Declarant does not intend to build any particular Improvement in the Common Area but Declarant's right to add Improvements in the Common Area shall not be restricted. However, if Declarant intends to charge the Members for the cost of such Improvement, the Members must approve the Improvement pursuant to Section 6.3.

7.5 Extent of Members' Rights. The rights and easements of enjoyment in the Common Area created hereby shall be subject to the following and all other provisions of this Declaration, including future easements granted by Declarant or the Association:

7.5.1 Association's Easements. Declarant grants to the Association the following easements over, under, and upon the Common Areas:

(i) An easement for installation and maintenance of power, gas, electric, water, and other utility and communication lines and services, whether installed by Declarant or with the approval of the Board, and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair, restoration, replacement, improvement, and use of the Common Areas and any Improvements thereon.

(iii) An access easement for the Design Review Committee as necessary for the Design Review Committee to perform its duties and obligations set forth herein, as the same may be amended or supplemented.

7.5.2 Declarant's Easements. So long as Declarant owns any Lot, and in addition to any other easements to which Declarant may be entitled, Declarant reserves an easement over, under, and across the Common Areas in order to carry out development, construction, sales, and rental activities necessary or convenient for the development of the Property or the sale of Lots and for such other purposes as, in its sole discretion, may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights hereunder.

7.5.3 Utility and Other Municipal Easements. Declarant, until the Class B membership terminates, or the Association thereafter may (and, to the extent required by law, shall) grant or assign utility and access easements on the Common Areas to municipalities or other utilities providing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.

7.6 Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, an easement for the encroachment shall exist to the extent that any Lot or Common Area encroaches on any other Lot or Common Area. An easement shall continue for the purpose of maintaining the encroachment so long as the encroachment exists. Nothing in this Section 7.6 shall relieve a Member from liability in case of a Member's willful misconduct nor relieve Declarant or any other person from liability for failure to adhere to any Plat of any portion of the Property.

7.7 Alienation of the Common Area. The Association may not by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Area owned by the Association for the benefit of the Lots unless at least fifty percent (50%) of the Class A Members and the Class B Member, if any, have given their prior written approval. This provision shall not apply to a grant of the easements in the Common Areas described herein or to dedications of Common Areas to a government authority or utility, which shall not require approval of the Owners. A sale, transfer or encumbrance of the Common Areas or any portion of the Common Areas in accordance with this Section may provide that the Common Area so conveyed shall be released from all restrictions imposed on such Common Area by this Declaration. No such sale, transfer or encumbrance may, however, deprive any Lot of such Lot's right of access or support without the written consent of the Owner of such Lot.

SECTION 8 GENERAL REQUIREMENTS FOR USE OF LOTS

8.1 Compliance With Master Plan. A Lot may only be partitioned, platted, conveyed or used in conformance with the requirements of the Master Plan. No Lot may be partitioned or subdivided without a written confirmation in recordable form signed by the Implementation Committee and the Declarant confirming that the partition or subdivision conforms to the requirements of the Master Plan.

8.2 Amendment of Master Plan. The Master Plan may only be modified by the approval of the Implementation Committee. An amendment to the Master Plan is not a land use decision as defined in ORS 197.015(10).

8.3 Implementation Committee Enforcement of Compliance With Master Plan. The Implementation Committee is an express third party beneficiary of the Master Plan and has the full right and authority to enforce compliance by Owners and Declarant with the Master Plan, using all available legal and equitable remedies.

8.4 Compliance With SRC. Each Owner agrees to use its Lot in conformance with the then provisions of the SRC. In the event an Owner elects to seek a quasi-judicial land use approval under the SRC (such as a zone change, conditional use permit, variance, adjustment or code interpretation), no such application may be initiated without the express written approval of the Declarant, so long as the Declarant owns a Lot or portion thereof.

8.5 Compliance With Stormwater Drainage and Maintenance Agreement. Each Owner shall fulfill its responsibilities set forth in the Maintenance Agreement entered into between the City and the Association. Such responsibilities shall include construction of Bioswales and/or other on-site stormwater management pre-treatment facilities necessary to control the treatment and transport of stormwater; and to properly operate and maintain such facilities; all in accordance with Section 5 and Exhibits B through D of this Declaration.

8.6 Airport Buffer. Any proposed Improvements must comply with CFR Part 77 and ORS 836.530 as applied through OAR 738 Division 70 and must obtain an approved FAA 7460-1 "Notice of Proposed Construction" and/or "Airspace Hazard Determination" as applicable prior to construction.

8.7 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot or any part of the Common Areas, nor shall anything be done or placed on any Lot or any part of the Common Area which unreasonably interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or which is a source of unreasonable annoyance to other Owners. No unlawful use shall be made of any Lot or Common Area or any part thereof, and all laws, ordinances, and regulations of all governmental authorities having jurisdiction thereof shall be complied with by Owners. Development and construction activities by Declarant or its affiliates or by or on behalf of the Association shall not be considered to violate this Section.

8.8 Maintenance of Structures and Grounds. Each Owner shall maintain such Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation,

painting, repair, and replacement of and care for roofs, gutters, downspouts, exterior building surfaces, landscaping, driveways, sidewalks adjoining public streets, parking areas, walks and other exterior Improvements.

8.9 Vehicles in Disrepair. No Owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area. A vehicle shall be deemed in a "state of disrepair" when the Board reasonably so determines. Should any Owner fail to remove such vehicle within two (2) Business Days following the date on which notice is mailed or delivered to such Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal and storage to the Owner, as a Limited Assessment.

8.10 Temporary Structures. No structure of a temporary character, trailer, tent, shack, or other outbuilding shall be used on any Lot at any time, either temporarily or permanently, without the prior written approval of the Design Review Committee. The placement and use of such temporary structures by Declarant, its affiliates, the Association or an Owner related to their respective development, construction or sales activities shall not be deemed to violate this Section 8.10 or to require Design Review Committee approval.

8.11 Noise, Vibration, Heat, Odors. No Owner shall allow noise to emanate beyond its Lot of such a frequency, volume or repetitiveness that is unreasonably offensive to other Lot Owners or which interferes with the business activities of other Lot Owners. No vibration detectable without instruments shall emanate from a Lot to another Lot except for vibration from highway vehicles and except for construction activities. No Owner shall allow heat or glare to emanate from its Lot to another Lot of an intensity that unreasonably interferes with another Lot Owner's activities. No Owner shall allow odors to emanate from its Lot that are offensive in the reasonable determination of the Board to other Lot Owners.

8.12 Compliance with Design Review. An Owner must construct and maintain all Improvements on a Lot in conformance with the Design Review Committee's approval and any conditions of that approval.

SECTION 9 DESIGN REVIEW

9.1 Design Standards and Guidelines. All Improvements to be constructed on a Lot shall conform to the Design Standards and Guidelines, as those may be interpreted or modified by the Design Review Committee, except to the extent the Design Review Committee allows a variance as provided below.

9.2 Committee Membership; Appointment and Removal. The Design Review Committee shall consist of the following: a person designated by Declarant, which may change over time, the City Manager of the City (or his/her designated representative) and an Oregon licensed architect selected by the other two (2) members of the Committee. However, if Declarant enters into an agreement to convey all of Phase IA to a master developer, then that master developer shall be a voting member of the Design Review Committee, so long as the master developer has not committed an uncured breach of such agreement, and the above-described architect shall be a non-voting member of the Committee. If the master developer so

defaults then the voting member of the Committee replacing the master developer shall be elected by the Board. When the Declarant ceases to own any of the Property (except for the wetlands), the Declarant's membership on the Committee shall be terminated, and that position on the Committee shall be appointed by the Board; however, the Declarant shall continue on the Design Review Committee so long as the Declarant is a contract vendor of a portion of the Property, has a repurchase right with respect to a portion of the Property, or holds a mortgage or deed of trust as to a portion of the Property. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee. The Board may elect to approve the payment of reasonable compensation to the architect member of the Committee. Members of the Committee who are Owners or Owners' representatives shall not be paid for serving on the Committee, but may be reimbursed for actual, reasonable out-of-pocket expenses incurred by such Committee member in the performance of such Committee member's duties under this Section 9.

9.3 Design Review. No Improvement shall be commenced, erected, placed, altered, added to, or maintained on, within, or beneath a Lot until design plans and specifications showing the site layout, driveway and street alignments, exterior design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, and screening therefor have been submitted for review by the Design Review Committee and have been approved by the Design Review Committee in writing ("Design Review"). Notwithstanding the above, any Owner may construct, renovate, paint, or redecorate the interior of structures on such Owner's Lot without Design Review approval. In addition, no Design Review approval shall be required to repaint the exterior of an Improvement in accordance with the originally approved color scheme or to rebuild substantially in accordance with originally approved plans and specifications. In the event an Owner desires to paint or stain the exterior of an Improvement with a color different than its original color, the Design Review Committee shall approve or disapprove of the change within ten (10) days of the Owner's complete application and the fee referred to in Section 9.4 shall be commensurate with this limited review. It is the intent and purpose of this Declaration to achieve a high standard of exterior appearance for a industrial/business park so as to be an attractive component of the City (to the extent practicable for an industrial and business park) and to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.

9.4 Procedure. In all cases which require Design Review pursuant to this Declaration, the provisions of this Section 9 shall apply. The procedure requirements for Design Review shall be established by the Design Review Committee. The Design Standards and Guidelines shall not be inconsistent with this Declaration, but shall more specifically define and describe the design standards for the Property and Improvements on Lots. The Design Review Committee may charge a reasonable fee to the applicant to cover the costs of obtaining professional architectural review and advice related to the application. Compliance with the Design Review process set forth in this Declaration is not a substitute for compliance with governmental building, zoning, and subdivision regulations, and each Owner is responsible for obtaining all governmental approvals, licenses, and permits as may be required prior to commencing construction.

9.5 Variance. The Design Review Committee may, but is not required to, authorize variances from compliance with any of its Design Standards and Guidelines in the following

circumstances: (i) the Lot and its proposed Improvements are challenged by unusual topographic, environmental or aesthetic circumstances; (ii) non-compliance with the Design Standards and Guidelines would have only an immaterial adverse aesthetic effect on the other Owners or those coming to or passing by the Property; or (iii) the alternative proposed by the applicant which reflects non-compliance with the Design Standards and Guidelines achieves the purposes of the Design Standards and Guidelines at issue as well as or better than compliance. No such variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) estop the Design Review Committee from denying a variance in other circumstances. For purposes of this Section 9.5, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a basis warranting a variance.

9.6 Expert Consultation. The Design Review Committee may avail itself of technical and professional advice and consultants as it deems appropriate, at the applicant's expense, subject to the applicant's prior approval of the fees for such technical and professional advise.

9.7 Committee Decision. The Design Review Committee shall render its decision on an application for approval of an Improvement or any other proposal submitted to it for approval or consent within thirty (30) days after the Design Review Committee has received a complete written application therefor. A complete application shall specify the approval or consent requested and be accompanied by all material reasonably required or desired by the Design Review Committee to make an informed decision on such application. The Committee need not act on an application until it is complete and the time periods set forth below do not commence until an application is complete. When an application is deemed complete by Design Review Committee, the Design Review Committee shall so inform the applicant. If the Design Review Committee fails to take final action on an application within thirty (30) days of the notice of filing of a complete application, the application shall be deemed approved. If the Design Review Committee approves an application, it may not thereafter revoke, rescind, or materially modify its approval without the consent of the affected applicant. Within ten (10) business days after receipt of the Committee's written decision, an applicant may submit a written appeal to the Board, after the time when the Declarant does not control the Board by its number of votes. The Board shall respond to a timely appeal within thirty (30) days after the Board's receipt of such appeal request, indicating its decision in writing whether to uphold, modify or overturn the Committee's decision. The Board's decision shall be final.

9.8 Committee Discretion. The Design Review Committee may, at its sole discretion, withhold consent to any proposed Improvement if the Design Review Committee finds the proposed Improvement would be incompatible with the Design Standards and Guidelines. Consideration of siting, shape, size, color, design, height, effect on the enjoyment of other Lots or the Common Areas, environmental impact, and any other factors which the Design Review Committee reasonably believes to be relevant, may be taken into account by the Design Review Committee in determining whether or not to approve or condition its approval of any proposed Improvement.

9.9 Majority Action. The affirmative vote of a majority of the members of the Design Review Committee shall govern its actions. A quorum of the Design Review Committee shall consist of a majority of the Design Review Committee's voting members. The Design Review

Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

9.10 Limitation of Liability. The Design Review Committee and the Board, as applicable, shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee nor the Board, nor any individual Design Review Committee member or Board member, as applicable, shall be liable to any person or entity for any official act of the Design Review Committee or the Board in connection with submitted plans and specifications, except to the extent the Design Review Committee, the Board, as applicable, or any individual Design Review Committee member or Board member, as applicable, acted with bad faith. Approval by the Design Review Committee or Board, as applicable, does not necessarily assure approval by any governmental agency. Notwithstanding that the Design Review Committee or Board, as applicable, has approved plans and specifications, neither the Design Review Committee, Board, nor any of their members shall be responsible or liable to any Owner, contractor, or other person or entity with respect to any loss, liability, claim, or expense which may arise by reason of such approval. Neither the Design Review Committee, Board, as applicable, nor any agent thereof, nor Declarant or any of its members, managers, employees, agents, or consultants, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. The Association shall indemnify, hold harmless, and defend the Design Review Committee and the Board, as applicable, and their members in any suit or proceeding which may arise by reason of any of the Design Review Committee's or Board's acts or omissions related to this Section 9 committed in good faith. The Association shall use all reasonable efforts to procure errors and omissions insurance coverage with respect to members of the Design Review Committee and the Board.

9.11 Nonwaiver. Consent by the Design Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

9.12 Effective Period of Consent. The Design Review Committee's consent to any proposed Improvement shall automatically be revoked two (2) years after issuance unless construction of the work has been commenced and is being diligently pursued to completion or the Owner has applied for and received an extension of time from the Design Review Committee. Where an Improvement is approved as a whole (i.e., an entire building or complex of buildings), the commencement of construction of any portion of the entire Improvement will satisfy the preceding sentence.

9.13 Estoppel Certificate.

9.13.1 Within fifteen (15) days after written request is delivered to the Design Review Committee by any Owner, and upon payment to the Design Review Committee of a reasonable fee, if any, fixed by the Design Review Committee to cover its costs, the Design Review Committee shall provide such Owner with an estoppel certificate executed by a member of the Design Review Committee and acknowledged, certifying with respect to any Lot owned

by the Owner, that as of the date thereof, either: (i) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (ii) such Improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, such certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee, shall be entitled to rely conclusively on such certificate with respect to the matters set forth therein. If the Design Review Committee fails to respond to the request for such a certificate within the required fifteen (15) day period and the requesting Owner paid the required fee, if any, prior to expiration of the fifteen (15) day period, the certificate shall be deemed given, verifying that the Improvements on such Owner's Lot comply with this Declaration.

9.13.2 Within fifteen (15) days after written request is delivered to the Board by any Owner, the Board shall provide an Owner with an estoppel certificate as to that Owner's: (i) payment of assessments levied to date and (ii) compliance with the terms of this Declaration, other than the Design Review estoppel. Any estoppel requested or given pursuant to this Section 9.13.2 shall be subject to the terms of the last two sentences of Section 9.13.1.

9.14 Activities of Declarant. This Section 9 shall not apply to Improvements to the Common Area by or on behalf of the Association or to Improvements by Declarant.

9.15 Enforcement and Amendment.

9.15.1 The Design Review Committee and Board shall apply and enforce the Design Standards and Guidelines in a good faith and reasonable manner. This provision is for the benefit of the City and enforceable by the City.

9.15.2 The Design Standards and Guidelines may be amended pursuant to Section 13.2. However, even if amended pursuant to Section 13.2, the Design Standards and Guidelines may not be amended without the prior written consent of the City in its proprietary capacity.

SECTION 10 ENFORCEMENT

10.1 Use and Improvement Restrictions. In the event any Member shall violate or shall allow such Member's Permitted Users to violate any provision of this Declaration, the Bylaws or any rules or regulations adopted by the Association governing the use or improvement of Lots or the Common Area, then the Association, acting through the Board, may notify the Member in writing that the violations exist and that such Member is responsible for such violations, and may, after affording the Member reasonable notice and opportunity to be heard, do any or all of the following: (i) suspend the Member's voting rights for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (ii) impose reasonable fines upon the Member, in the manner and amount the Board deems appropriate in relation to the violation, (iii) bring suit or action against such Member to enforce this Declaration, the Bylaws or applicable rules and regulations, or (iv) if the Association has notified the Member of required remedial or abatement action and the Member is unable or unwilling to comply with the Association's specific directives for remedy or abatement, or the Member and the Association cannot agree on a mutually acceptable solution

within the framework and intent of this Declaration, within sixty (60) days after such notice, enter the offending Lot (which entry shall not subject the Association, the directors of the Association, or any agent or representative thereof to liability for trespass or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto and assess such Member for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings. Nothing in this Section, however, shall give the Association the right to deprive any Member of access to and from such Member's Lot.

10.2 Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the remedies described in Section 10.1, as well as any other remedy available to it by law or in equity. The Association shall have a lien against each Lot for any assessment levied against such Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the Assessment becomes due. The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration without foreclosing or waiving its lien. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

10.3 Priority of Lien to Mortgages. The lien for assessments or charges provided for in this Declaration shall be prior to the lien of any mortgage or deed of trust on such Lot and which was recorded prior to the recordation of the notice of lien.

10.4 Interest, Expenses, and Attorneys' Fees. Subject to Section 10.2, any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of five (5) percentage points per annum above the "prime rate" or "reference rate" offered by Bank of America or its successor as of the due date therefor, or at such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board not to exceed five percent (5%) of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association shall bring any suit or action to enforce this Declaration, the Bylaws or rules and regulations of the Association, or to collect any money due hereunder or to foreclose a lien, the Member-defendant shall pay to the Association all costs and expenses incurred by the Association in connection with such suit or action, including a foreclosure title report. The prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees and costs (including paralegals' fees, expert witness fees), and costs,

at trial and upon any appeal or petition for review thereof. Except as permitted in the foregoing sentence or as otherwise required by law, no attorneys' fees or costs shall be recoverable for actions to enforce this Declaration, the Bylaws, or rules and regulations of the Association, whether arising in arbitration, mediation, judicial or administrative proceedings.

10.5 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Member may bring an action against another Member or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

SECTION 11 CASUALTY AND CONDEMNATION

11.1 Casualty. In the event of damage to or destruction of a part of the Common Area, the Association shall repair and restore the damaged or destroyed portions of the Common Area, unless holders of at least seventy-five percent (75%) of the Class A Members of the Association and the Class B Member, if any, agree that the damaged or destroyed portions shall not be repaired or restored. All repair, reconstruction, rebuilding, or restoration shall begin within six (6) months following the damage or destruction and shall be diligently pursued to completion thereafter, unless work is delayed by causes beyond the reasonable control of the Association. If the proceeds of the insurance policies held by the Association are insufficient to fund the full cost of repair and/or restoration of the Common Area, the difference between the amount of such proceeds and such cost shall be charged to the Members as a Special Assessment pursuant to Section 6.3.

11.2 Condemnation. If any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain (or shall be sold under threat of condemnation), each Member shall be entitled to notice of such event. The Association shall represent the Members in negotiations with the condemning authority. The condemnation award shall be applied first to restoration of the Common Areas not so taken (unless holders of at least seventy-five percent (75%) of the Class A voting power of the Association and the Class B Member, if any, agree that the remaining Common Area shall not be restored) and then to such other purposes as the Board may determine in its discretion (including payment to the Class A Members). All repair, reconstruction, rebuilding, or restoration shall begin within six (6) months following the condemnation event and shall be diligently pursued to completion thereafter, unless work is delayed by causes beyond the reasonable control of the Association.

SECTION 12 MAINTENANCE STANDARDS

12.1 Maintenance of a Developed or Partially Developed Lot. The Improvements on each Lot shall be maintained at all times in a clean and attractive condition, in good repair and in such condition as to not create a fire hazard, or injury risk for those using the Mill Creek Corporate Center. Exteriors of structures shall be maintained continuously by the Owner so as to

provide a first class appearance. The Owner shall regularly attend to landscaping on its Lot so as to maintain a well kept appearance including watering, fertilizing, mowing, weeding, pruning and plant material replacement as required so as to maintain a first-class appearance. Landscaping maintenance shall extend to the edge of the Common Maintenance Area or adjacent Lot or public street. No trash, weeds, debris or rubble of any kind shall be allowed to accumulate on any Lot. Utility lines serving the respective buildings shall be repaired, operated and maintained by the Owners of the respective buildings, and each owner shall be responsible for the operation and maintenance of lighting on its Lot. Any undeveloped portion of a Lot that is partially developed shall be planted with groundcover in a neat and attractive manner.

12.2 Maintenance of an Undeveloped Lot. Lots that are not improved or built upon shall be maintained in a clean and neat appearance by the Owner. Prior to beginning construction and installation of approved Improvements, the Owner shall keep herbaceous vegetation on the Lot cut to no more than eight inches in height. The Owner shall keep the Lot in a safe, clean, neat and sanitary condition, and shall provide for the removal of all trash and rubbish from the Lot. After construction, any area not on the Lot not covered by an Improvement or a parking lot must be maintained as required by Section 12.1.

12.3 Maintenance and Repair of Common Maintenance Areas.

12.3.1 Common Maintenance Areas shall be maintained, operated and repaired by the Association. The Common Maintenance Areas shall include those portions of public rights-of-way that are not paved for vehicular or pedestrian use and drainage easements or Bioswales within public rights-of-way.

12.3.2 "Maintenance" shall include all work required for the normal and routine upkeep of the Common Maintenance Areas. "Maintenance" shall not include any extra or extraordinary work occasioned by the failure of any Owner or Permitted User of any Lot to maintain reasonable standards of cleanliness in the storage or disposal of garbage, trash or the refuse generated by any business located on its Lot, or the loading or unloading of equipment or other supplies on its Lot or any negligent, unnecessary or unnatural disturbance to the Common Maintenance Area, the cost of which shall be borne by the Owner of said Lot. Each Owner agrees within fifteen (15) days of receipt of written notice from the Association to perform or cause to be performed all maintenance and repair for which the Lot owner is responsible.

12.3.3 "Repair," as contemplated by this Declaration, shall include all work required to repair or replace Improvements in the Common Maintenance Areas occasioned by normal wear and tear. "Repair" shall not include any work associated with the repair or replacement of Improvements including, without limitation, sidewalks, pavement, utility lines and facilities and lighting due to structural failure arising from faulty or inadequate design or the negligence of any Owner of the Lot on which the work is required. Each Owner agrees within fifteen (15) days of receipt of written notice from the Association to perform or cause to be performed all repairs required to be performed on its Lot for which the Owner is responsible.

12.4 Without limiting the generality of the foregoing, maintenance and repair of the Common Maintenance Areas shall include:

12.4.1 Maintaining and repairing the surfaces as originally installed in a level, smooth and evenly-covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal in appearance, quality, use and durability;

12.4.2 Removing all papers, debris, trash, filth, refuse, snow and ice, ash, and washing or thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a safe, neat, clean and orderly condition;

12.4.3 Repairing all privately-owned signs;

12.4.4 Maintaining all landscaped areas and the irrigation system for the landscaped areas, making such replacements of grasses, trees, shrubs and other landscaping as is necessary, and keeping said areas at all time adequately weeded and watered;

12.4.5 Maintaining and repairing the storm drainage improvements within rights-of-way and adjacent storm drainage easements;

12.4.6 Maintaining and repairing the irrigation system within the Common Maintenance Areas; and

12.4.7 The Association shall not be responsible for maintenance or repair of the utilities lying within the Common Maintenance Areas, except as otherwise provided in this Declaration.

SECTION 13 GENERAL PROVISIONS

13.1 Term. The covenants, conditions and restrictions of this Declaration shall run until December 31, 2057, unless amended as herein provided. After December 31, 2057, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument approved by holders of at least seventy-five percent (75%) of the Class A voting power of the Association and by the Class B Member, if any, which is recorded in the deed records of Marion County, Oregon.

13.2 Amendment and Repeal.

13.2.1 This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote of holders of at least seventy-five percent (75%) of the Class A voting power of the Association and the consent of the Class B Member, for so long as there is Class B membership in the Association. Notwithstanding the foregoing, no amendment to this Declaration shall change the boundaries of any Lot or change the method of determining liability for common expenses or the method of determining voting rights of any Lot unless the Owners of affected Lots unanimously consent to the amendment. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without the consent of the Class B Member, for so long as there is Class B membership in the Association. No amendment may affect any rights of the City without the prior written consent of the City.

13.2.2 Any such amendment or repeal shall become effective only upon recordation in the deed records of Marion County, Oregon of a certificate of the chairperson and secretary of the Association setting forth in full the amendment, amendments, or repeal so approved and certifying that said amendment, amendments, or repeal have been approved in the manner required by this Declaration.

13.3 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by messenger, by fax (subject to electronic confirmation), by overnight delivery service or by mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) Business Days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person (or, in the case of an entity, the registered agent for such entity) if no address has been given to the Association. If notice is given by hand delivery or overnight courier (prepaid) it shall be effective upon delivery or the addressee's refusal of acceptance. Such address may be changed from time to time by notice in writing to the Association.

13.4 Right of Enforcement. Except as otherwise provided herein, any Member covered by this Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Declaration, the Owners thereof, the Association, and the Members.

13.5 No Fiduciary Standard. In no event shall Declarant or any of Declarant's agents, employees, officers or contractors be deemed to be a fiduciary to the Owners or be held to a fiduciary standard with respect to activities hereunder.

13.6 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.7 Joint Owners. In any case in which two or more persons or entities share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons or entities to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

13.8 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions. Any claimed waiver must be in writing and signed by the party against whom such waiver is being asserted.

13.9 No Partition. There shall be no judicial partition of a Lot or Common Area. No person or entity shall seek any judicial partition unless the property which is the subject of a partition has been removed from the provisions of this Declaration.

13.10 Security. The Association shall have no responsibility for safety and security matters within the Property, although the Association may, in its discretion, elect to provide security services for the Property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security for the Property nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any security measures cannot be compromised or circumvented, nor that any such security measures undertaken will in all cases prevent loss or provide the protection for which the measures are intended. Each Owner acknowledges and understands that the Association, its Board of Directors and committees and Declarant are not insurers, and that each person using the Property assumes all risks for loss or damage to persons or to Lots resulting from acts of third parties.

13.11 Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the undersigned, as Declarant, executed and recorded this Declaration of Covenants, Conditions and Restrictions for Phases IA, IC and Phase II of Mill Creek Corporate Center, to be effective on the Effective Date.

Declarant: STATE OF OREGON, acting by and through its Department of Administrative Services

By: _____

Its: Administrator

STATE OF OREGON)
) ss.
County of Marion)

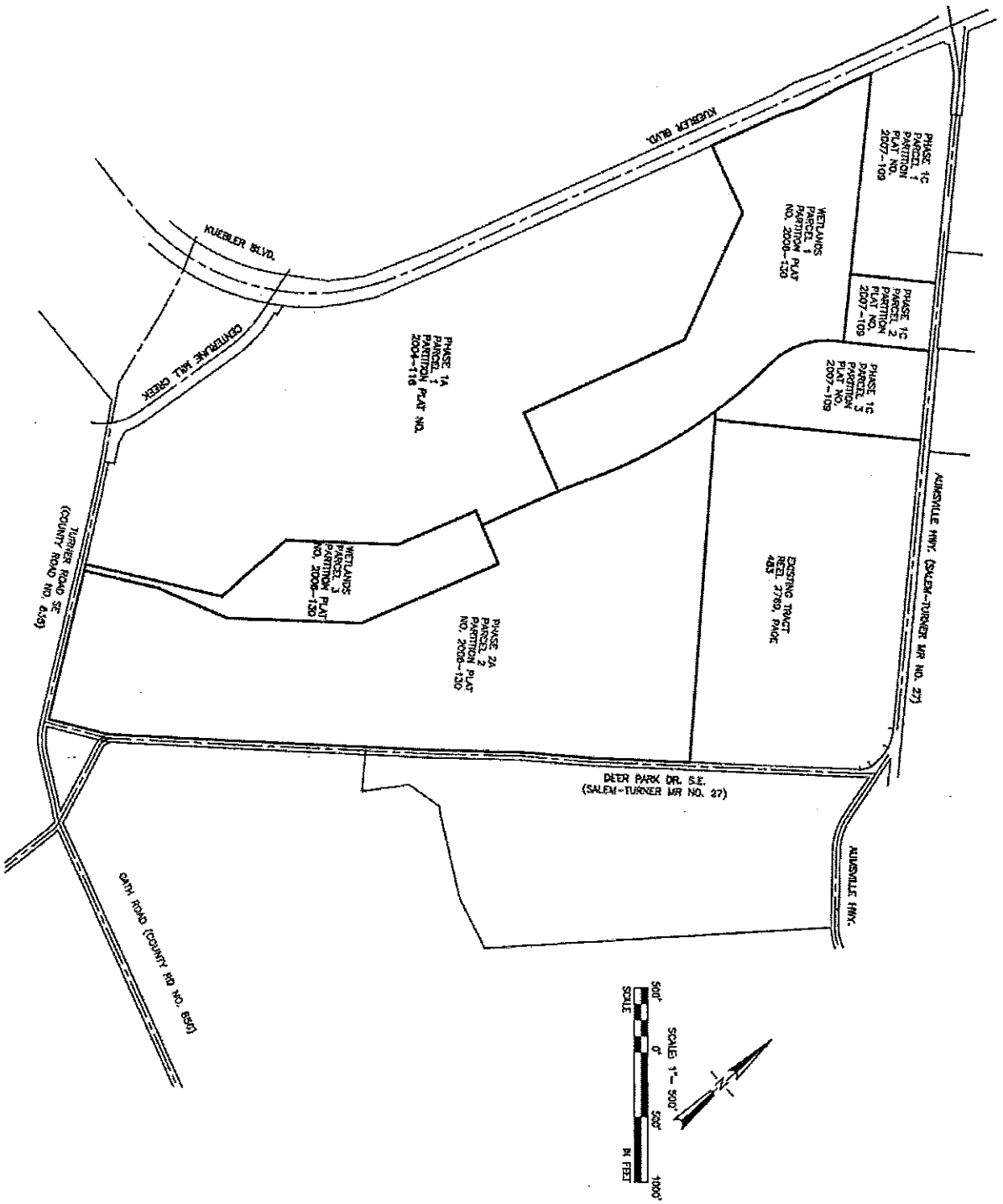
The foregoing instrument was acknowledged before me on this 10th day of DECEMBER, 2007 by RONE. HARPER, the ADMINISTRATOR of the Department of Administrative Services, on behalf of the State of Oregon.

OFFICIAL SEAL
C. FLORY
NOTARY PUBLIC-OREGON
COMMISSION NO. 387493
MY COMMISSION EXPIRES DECEMBER 7, 2008

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

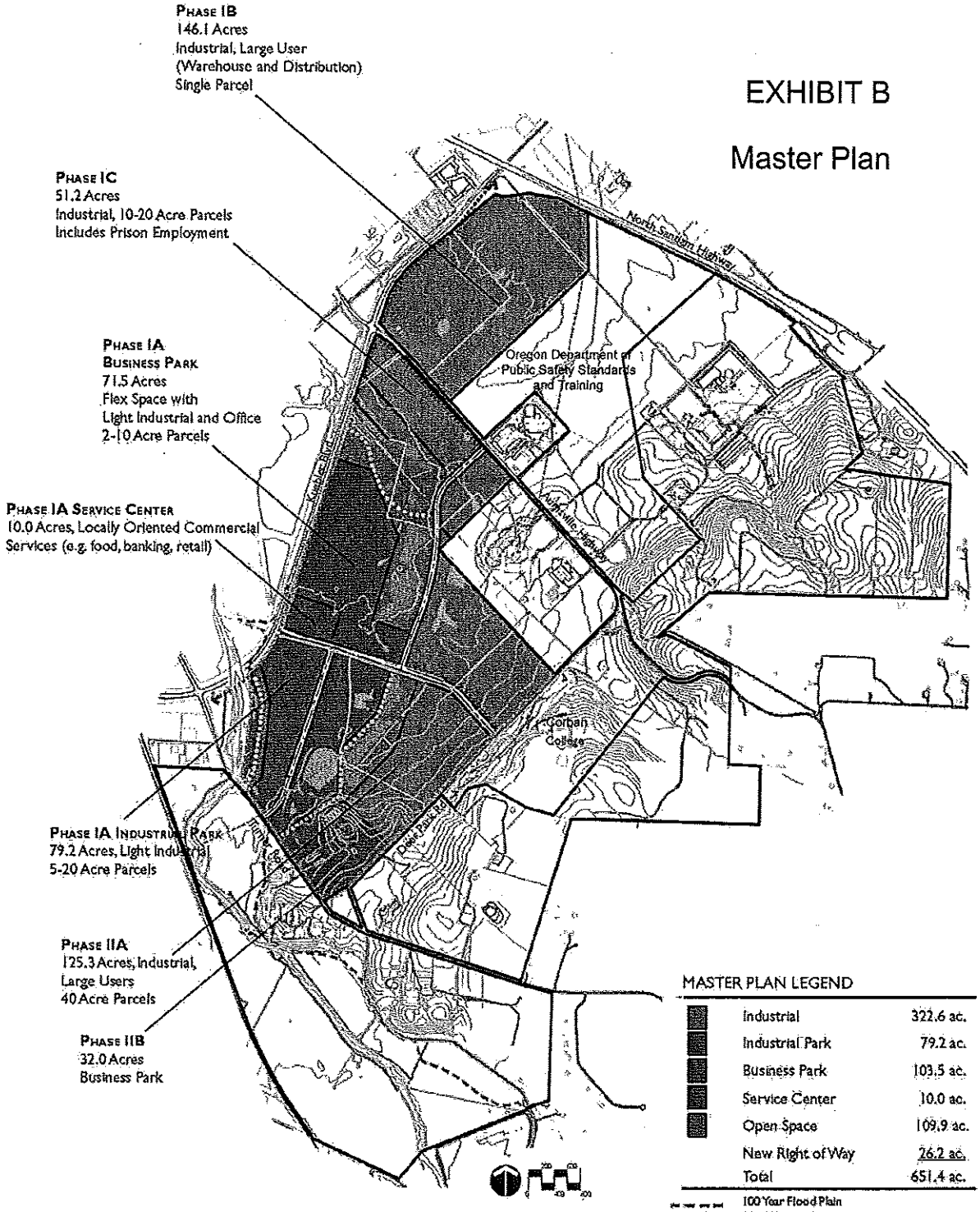
Legal Description of the Property



Mill Creek Corporate Center

EXHIBIT B

Master Plan



MASTER PLAN LEGEND

	Industrial	322.6 ac.
	Industrial Park	79.2 ac.
	Business Park	103.5 ac.
	Service Center	10.0 ac.
	Open Space	109.9 ac.
	New Right of Way	26.2 ac.
	Total	651.4 ac.

- 100 Year Flood Plain
- 10,000' Airport Buffer
- Multi-Use Path in Right-of-Way
- Recreational Trail
- Existing Protected Wetlands
- Potential Wetland Impact Areas to be Mitigated

Note: Parcel areas are preliminary and subject to change.

A Collaboration between the State of Oregon and City of Salem

EXHIBIT C
DESIGN STANDARDS AND GUIDELINES
FOR PHASES IA, IC AND II

SECTION 1 General Development Standards

1.1 City Regulations. All Improvements must be designed and constructed in accordance with the ordinances of the City of Salem and with state and federal regulations.

1.2 Construction Activities. Construction activities requiring City permits shall conform with all permit requirements. During the construction of Improvements on any Lot, the Lot Owner shall ensure that the construction activities do not block access to or on any public or private streets. Where Improvements are being constructed on a Lot, that Lot Owner shall be responsible for causing the streets and roads to be promptly repaired after any damage caused by construction and to be cleaned daily during the course of construction, and that Lot Owner shall be responsible for the immediate removal from any adjacent Lots of any debris resulting from such construction activity.

1.3 Refuse and Garbage Storage. Any garbage or refuse that is stored outside of the Improvements shall be stored within containers that are covered by lids, and all such containers shall be screened by screening walls compatible with the overall design character of the Improvements. The refuse container screening shall be at least the size of the refuse container and shall in no case be less than 6 feet high. No hazardous or toxic materials shall be permitted in refuse containers. No refuse containers shall be permitted between the street and the front of a building unless a building has more than one street frontage. There shall be sufficient refuse containers to contain all refuse generated on site and deposited between collections. Deposit of refuse should not be visible from outside of the refuse container. Refuse collection areas must be located upon the Lot so as to provide clear and convenient access to refuse collection vehicles.

1.4 Fuel Tanks and Liquid Storage Tanks. All above-grade tanks shall be screened in accordance with the screening requirements of the City of Salem and the requirements of the Design Review Committee.

1.5 Outside Storage. Outside storage of materials, supplies or equipment shall be permitted only if:

1.5.1 The material, equipment or supplies being stored outside are incidental to the activities regularly conducted within the Improvement and not being displayed for sale or lease.

1.5.2 The area devoted to outside storage is not located within 20 feet of a lot line fronting a street.

1.5.3 The storage area must be screened in a manner approved by the Design Review Committee

1.5.4 Notwithstanding the above, with the exception of semi-truck trailer storage areas, all outside storage areas shall be screened with a minimum of either dense evergreen shrubs which shall reach a minimum 6' tall within 3 years of planting, or sight obscuring fence or wall approved by the Design Review Committee.

1.6 Parking, Loading and Maneuvering Areas.

1.6.1 All vehicular entryways, driveways and areas for parking, maneuvering, loading and unloading of vehicles shall be paved with asphalt, concrete or similar materials and shall be bordered by permanent raised curbs.

1.6.2 No parking, loading or unloading shall be permitted on any public right-of-way.

1.7 Utilities.

1.7.1 All exterior on-site utilities, including, but not limited to, drainage pipes (excluding bioswales or ditches), sewers, gas lines, water lines and electrical, telephone and communications wires and equipment shall be installed and maintained underground unless otherwise approved by the Design Review Committee. Existing overhead power and telecom lines along Kuebler Boulevard are exempt from this requirement.

1.7.2 On-site underground utilities shall be designed and installed to minimize the disruption to off-site utilities, paving and landscaping during construction and maintenance.

1.7.3 Temporary overhead power and telephone facilities are permitted during construction.

1.7.4 Electrical equipment, such as transformers and substations, that must be located above grade, shall be screened in conformance with the screening requirements set forth in sections 2.3 and 2.4 below.

1.7.5 Exterior mounted electrical equipment and conduit shall not be located on the side of a building, unless approved by the Design Review Committee. However, in no event shall conduit or piping of any kind be located on any exterior wall above 4 feet above adjacent grade.

1.8 Exterior Mechanical Equipment.

1.8.1 Rooftop mechanical equipment shall be hidden from view by parapets or other architectural elements from the viewing perspective of adjacent public streets. The Design Review Committee shall approve the color of such equipment.

1.8.2 Ground-mounted mechanical equipment shall be sited at the rear (the elevation opposite the primary adjacent public streets, roads, or highways) or side elevation, except when such side elevation fronts a public street. Improvements will be screened as required by the screening requirements set forth below.

1.8.3 No exterior components of communications, power, plumbing, processing, heating, cooling, ventilating and other mechanical systems shall be mounted on a building wall unless the location and method of attachment are approved by the Design Review Committee. However, in no event shall piping or conduit of any kind be located on any exterior wall more than 4 feet above adjacent grade.

1.9 Antennae.

1.9.1 No antenna for the transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on a Lot outside of any building, whether attached to the building or attached to the ground, without the prior approval of the Design Review Committee. All antennae shall be located so as to avoid interfering with other antennae and to avoid the need to shield other antennae, unless the Owners of the affected antennae agree otherwise.

1.9.2 No operations of such antenna shall be conducted in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft and shall comply with any Federal Aviation Administration requirements.

1.10 Building Coverage. The area covered by building structures erected in the Mill Creek Corporate Center shall not exceed 60% of the gross Lot area.

1.11 Building Design.

1.11.1 The overall design and architectural features of Improvements to be built upon a Lot shall be subject to the prior approval of the Design Review Committee.

1.11.2 Each building design should contribute to the overall theme and vision of the Mill Creek Corporate Center as an institutional quality development that is of lasting design and construction quality. Buildings and sites should be designed to be in harmony with the natural environment—in form, in texture, in color. Buildings that appear "temporary or inexpensive" or are imported from another place shall not be allowed.

1.11.3 Prototype buildings that have been used by companies in other locations and are proposed to be site-adapted to the Mill Creek Corporate Center shall demonstrate adherence to the above guidelines. Any application to the Design Review Committee shall address how the prototype has been modified to create a design contributing to the overall identity of Mill Creek Corporate Center as an economic and employment center of lasting design and construction quality.

1.11.4 The architectural language of buildings shall be that of contemporary style and forms. Buildings of historic styles and periods shall not be permitted.

1.11.5 Building exterior walls should be of low maintenance materials of lasting quality. Materials envisioned for exterior walls shall include, but are not limited to, concrete, masonry, terra cotta and pre-finished exterior metal panel systems. Conventional pre-engineered metal building siding shall not be permitted.

1.11.6 Building elevations should be articulated through architectural form, material variation, color and texture differentiation, glazing and architectural appurtenances (e.g. trellis, screens, etc.). All articulation should be an integral part of the building design providing a harmonious and balanced exterior design.

1.11.7 Only landscaping, parking, or service areas shall be located between any building and a public street.

1.11.8 At least one public entry for each building shall face and be oriented to the public street. If a building is on a corner and has only one public entry, the applicant may choose which street frontage is the "front" for the purpose of this section. For multi-tenant buildings with more than one grade level public entry, the majority of all public entries shall face and be oriented to public street frontages.

1.11.9 Security walls and fences shall be designed integral with the building form, completing an overall design where walls and fences are extensions of the building form.

1.11.10 Roofs of buildings will be considered an integral part of the visual design of the buildings.

1.12 Landscaping.

1.12.1 Along building façade elevations where there are few or no surface penetrations, landscaping shall be provided of sufficient size or variety to visually break up the exterior of the building.

1.12.2 Areas that must be landscaped are those portions of the Lot that do not have buildings, service areas, outdoor plazas, driveways, or parking areas. With respect to such landscape areas, the finish grade for each such area shall meet the existing grade at the property line with a transition slope not exceeding 3:1, or be grade separated with a retaining wall approved by the Design Review Committee

1.13 Street Numbers. Each building shall be identified by a street number affixed in a location or locations on the property to be determined by the Design Review Committee and be acceptable to all governing authorities

1.14 Company Identification Signage.

The location, size, color and design of the company identification signage will be subject to the approval of the Design Review Committee; however, the Design Review Committee will respect the design theme of the company occupying the building. In a building occupied by multiple tenants or occupants, each tenant or occupant shall be entitled to at least one company identification sign. Wall signage is allowed and when installed shall consist of individual letters and graphic logos applied directly to the wall. Illumination, if any, shall be by concealed ground mounted lighting or building mounted lighting approved by the Design Review Committee.

1.15 Free-Standing Signage.

1.15.1 No more than one free-standing business identification sign shall be permitted on each street frontage of a Lot. All free-standing signs shall be monument type, in which the full sign base bears directly on the ground; no pole or post-mounted signs are allowed.

1.15.2 Signs must be located outside the vision clearance area (as defined in SRC 76.170).

1.15.3 No free-standing business identification sign shall exceed a sign area that is the lesser of 32 square feet or the maximum sign area permitted by the City of Salem's Revised Code. The sign area is defined as the single rectangular area that fully encloses all of the letters or symbols, identifying the business or businesses occupying the site. The sign area shall not include the base or pedestal to which to which a sign is mounted and shall be measured for the finished grade at the base of the sign.

1.15.4 All free-standing business identification signs shall be permanent, monument type signs and shall not exceed the height of 6 feet above the underlying finished grade, but shall not restrict visibility of vehicular traffic.

1.15.5 A free-standing business identification sign shall be of such materials and design as may be approved by the Design Review Committee, but shall in all cases be compatible with the building materials used on the same Lot.

1.15.6 Free-standing business identification signs may be illuminated by a continuous and uniform internal illumination, backlighting or ground lighting. No flashing or moving lights or animated signs will be permitted. No electronic information signs will be permitted. No unprotected lamp providing sign illumination shall be directly visible when viewed at any angle from the distance of 20 feet or more. No sign illumination shall cast a glare which will be visible from any street or access drive.

1.15.7 Free-standing business identification signs must be located on private property and within 20 feet of a fronting street and/or the access drive.

1.16 Other signage.

1.16.1 "For Sale" and "For Lease" or similar signs advertising the availability of space or portions of Lots shall be not more than 4 by 8 feet in size (6 by 10 feet if identifying land area greater than 20 acres.)

1.16.2 Billboards and other forms of outdoor advertising signs are prohibited in the Mill Creek Corporate Center.

1.16.3 All informational and vehicular control signs shall be of a common design and color scheme established by the Design Review Committee, and shall

have a panel face not exceeding 5 square feet in area per sign, and shall not exceed the height of 4 feet above the underlying finished grade.

1.16.4 No business name, symbol or advertising of any sort shall be permitted on any informational or vehicular control sign.

1.16.5 No informational or vehicular control sign shall be located so as to reduce the safe flow of vehicles or pedestrians.

1.16.6 No informational or vehicular control sign shall be externally illuminated from the ground.

1.16.7 The restrictions in Sections 1.16.3 through 1.16.6 do not apply to City signs located in public rights-of-way.

1.17 Master Sign Program.

1.17.1 Any developer who owns and proposes to develop or sell three or more Lots shall submit a Master Sign Program (MSP) to the Design Review Committee for approval prior to or as part of its first application for approval of Improvements. The intent of this section is to provide consistent and high quality signage throughout the developer's project, while still allowing distinctive and individualized identification for each tenant or owner in the project. It is also intended to allow for tenants or owners to install signs without Design Review Committee approval so long as such signs comply with the approved MSP.

1.17.2 The MSP shall contain design criteria for all types of signage to be allowed within its property. All signage shall comply with the requirements of sections 1.14 through 1.16 herein except that project monument signs, intended solely for identification of developer's multi-lot project, may be allowed along public rights of way near primary project entries and may exceed the area limitations contained elsewhere herein, but not vehicular visibility or safety restrictions. Sign design criteria shall describe the size, location, materials, colors, lighting, and other design features or characteristics of all types of signs to be allowed in the developer's project.

1.17.3 Phase IA shall have a single master sign plan which shall be added by amendment to these Design Standards and Guidelines.

1.18 Outdoor Lighting.

1.18.1 All lighting reaching the outdoors that could be seen from a landing aircraft, including, but not limited to, lighting from parking areas, access drives and internal vehicular circulation areas, shall be integrated into the overall design of the Improvements and shall be of such a design and operational characteristics as to adequately address safety of occupants of the buildings, safety of airport operations, property security and minimal off-site light infiltration, all as determined by the Design Review Committee. Lighting shall incorporate shielding in designs to reflect light away from airport approach surfaces. No use shall imitate airport lighting or impede the ability of pilots to distinguish

between airport lighting and other lighting. No glare-producing materials including, but not limited to, unpainted metal or reflective glass shall be used on the exterior of structures where glare could impede a pilot's vision.

1.18.2 All lighting potentially visible from an adjacent street except bollard lighting less than 42 inches high, shall be indirect or shall incorporate a full cut-off shield type fixture.

1.18.3 Service area lighting shall be contained within the service yard boundaries and enclosure walls. No light spillover should occur outside the service area. The light source should not be visible from the street or the adjacent hillside.

1.18.4 Building illumination and architectural lighting shall be indirect in character (no light source visible). Indirect wall lighting or "wall washing" overhead down lighting, or interior illumination which spills outside is encouraged. Architectural lighting should articulate and animate the particular building design, as well as provide the required functional lighting for safety and clarity of pedestrian movement.

1.18.5 Pedestrian walk lighting, where point-to-point lighting is acceptable to the Design Review Committee and no specific illumination levels are required, should clearly identify the pedestrian walkway and direction of travel.

1.18.6 The type of lighting fixture and pole for parking lot lighting shall be subject to the approval of the Design Review Committee. The style, color, pole section and height, and lamp type shall be consistent throughout any development of three or more Lots and there shall be a single standard for Phase 1A.

1.19 Mailboxes. A standardized mailbox design and location shall be established by the Design Review Committee for any mailboxes to be located within 200 feet of a public street.

SECTION 2 Development Standards Applicable to the Site Perimeters

2.1 Building setbacks. Buildings shall be set back from property lines as follows:

2.1.1 Kuebler Boulevard. All building walls facing property lines adjacent to Kuebler Boulevard shall be set back a minimum distance of 60 feet if the building is 50 feet in height or less; buildings exceeding 50 feet in height shall have a minimum setback distance of 100 feet.

2.1.2 Aumsville Highway. All building walls facing property lines adjacent to Aumsville Highway shall be set back a minimum distance of 40 feet if the building is 50 feet in height or less; buildings exceeding 50 feet in height shall have a minimum setback distance of 80 feet.

2.1.3 Turner Road, Deer Park Road, and all internal streets (Mill Creek Parkway, A Street, B Street, or others). All building walls facing property lines adjacent

to any other public street within the Project shall be set back a minimum distance of 20 feet if the building is 50 feet in height or less; buildings exceeding 50 feet in height shall have a minimum setback distance of 70 feet.

2.1.4 Common Side Yards. All building walls facing adjacent parcels shall be set back within their respective parcels a minimum distance of 10 feet from the common property line, except for buildings in excess of 50 feet in height which shall have a minimum set back distance from the common property line of 35 feet.

2.1.5 Parcels adjacent to Public Open Spaces. All building walls facing property lines adjacent to public open spaces shall be set back a minimum distance of 5 feet.

2.1.6 Where a building has adjoining walls facing property lines adjacent to two streets at an intersection with different setback requirements, the setbacks for each street frontage shall apply to the respective wall.

2.2 "Parking and service areas shall be set back from property lines as follows:

2.2.1 Kuebler Boulevard - Parking and service areas shall be set back a minimum distance of 20 feet.

2.2.2 All other public streets adjacent to or within the Project - Parking and service areas shall be set back a minimum distance of 10 feet

2.2.3 Common Side Yards - All parking lots adjacent to neighboring parcels shall be set back a minimum distance of 5 feet from the common property line.

2.2.4 Lots Adjacent to Public Open Spaces - Parking lots shall be set back a minimum distance of 6 feet from property lines adjacent to the public open spaces.

2.3 Landscaping.

2.3.1 Finish grading for each Lot shall meet the existing grade at the property or easement line, with a transition slope not exceeding 3:1 or be grade separated by a retaining wall approved by the Design Review Committee.

2.3.2 Screen service areas with a combination of evergreen or densely branched deciduous shrubs with a minimum mature height of six feet and within 3 years of planting and conifer trees. Solid or sight obscuring walls may be used provided they are of a character deemed by the Design Review Committee to be in keeping with the overall character of Mill Creek Corporate Center.

2.3.3 The use of native species is encouraged.

2.3.4 All landscape areas shall be provided with a fully automatic irrigation system.

2.3.5 Any area within a Lot that does not contain a parking or service area, sidewalks, plazas, or other hardscape shall be landscaped.

2.4 Fencing. All permanent fencing and hedges shall be integrated into the overall design proposal for the property and shall be maintained in good condition by the Owner.

2.4.1 No fence or wall shall be constructed within a front yard setback, except retaining walls as may be approved by the Design Review Committee.

2.4.2 Walls and fences between buildings and fronting streets are discouraged and shall be allowed by the Design Review Committee only for specific uses for which a demonstrated need exists.

2.4.3 All fences and walls shall be designed as an integrated part of the overall architectural and Lot design. Landscape materials used as an integral part of the fencing shall be encouraged. All materials used shall be durable and finished in textures and colors complementary to the overall architectural design.

2.4.4 Where chain link fencing is approved by the Design Review Committee, it shall be of a dark color and be largely hidden from view off site behind plant materials and earth mounding. Bare galvanized chain link is prohibited.

EXHIBIT D

STORMWATER DRAINAGE AND MAINTENANCE AGREEMENT

between

CITY OF SALEM,

STATE OF OREGON,
acting by and through the Department of Administrative Services,

and

MILL CREEK CORPORATE CENTER OWNERS ASSOCIATION, INC.

THIS AGREEMENT (this "Agreement") is entered into the _____ day of _____, 2007, by and between the CITY OF SALEM (the "City"), THE STATE OF OREGON, acting by and through the Department of Administrative Services(the "State") and the MILL CREEK CORPORATE CENTER OWNERS ASSOCIATION, INC. (the "Association").

RECITALS

A. The City, State and the Association are subject to the Declaration of Covenants, Conditions and Restrictions for Phase IA, IC and Phase II of Mill Creek Corporate Center (the "Property"), effective as of _____ (the "Declaration"), which the City has an interest in by virtue of its oversight role as a member of the Mill Creek Implementation Committee and based on the role of the Urban Renewal Agency of the City of Salem.

B. Section 5 of the Declaration provides that the Association is responsible for the inspection of the bioswales (singly a "Bioswale" and collectively "Bioswales") located on the Property and, under certain circumstances, the maintenance, repair and replacement of the Bioswales on the Property.

C. The approximate locations of the Bioswales and points of discharge of stormwater into the wetlands on the Property are set forth in the Mill Creek Industrial Park – Stormwater Management Plan, Otak Project No. 12155, dated October 16, 2006, which is attached hereto as Attachment A (the "Stormwater Management Plan"). All parties to this Agreement acknowledge and agree that the approximate locations of the Bioswales as depicted in the Stormwater Management Plan are, by necessity, conceptual in nature and that the actual locations of the Bioswales is dependent in part on how the Property is developed. That being the case, the parties agree that the actual locations of the Bioswales will be determined, over a period of time, as the Property and the wetlands are developed. When the construction of a Bioswale has been completed (e.g., constructed and planted so that they are functioning as designed), the Parties shall modify Attachment A hereto with "as built" drawings showing the precise locations of the Bioswale. Upon such modification to the Stormwater Management Plan, the term "Bioswales" shall refer to the bioswales shown on the "as built" drawings.

D. Because the Bioswales will discharge into wetlands constructed, maintained, and initially owned by the State, and will ultimately discharge into Mill Creek, a waterway over which the City has regulatory authority, the State and the City have an interest in ensuring that the Bioswales are constructed and maintained in a manner that, to the extent possible, does not cause the degradation to the water quality of the wetlands and Mill Creek.

E. The purpose of this Agreement, therefore, is to set forth the specific obligations of the Association with respect to the Bioswales.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 Maintenance Obligations

The Association is responsible for the inspection of the Bioswales. Additionally, if the owners of the portion of the Property over which a Bioswale is located (an "Owner") fails to maintain, repair or replace a Bioswale, as required, the Association shall take all actions necessary to ensure that such Bioswale complies with the maintenance provisions set forth in the Mill Creek Industrial Park Operation and Maintenance of Stormwater Facilities dated December 2006, attached hereto as Attachment B (the "Maintenance Obligations").

SECTION 2 Record Keeping

The Association shall maintain a log of inspections, and such log shall include a written description of all maintenance, repair and replacement activities performed by the Association (the "Maintenance Log"). At the request of the City or the State, the City or the State shall have the right to inspect the Maintenance Log at a time and place reasonably acceptable to the Parties. Copies of the Maintenance Log shall be maintained for a minimum of three years.

SECTION 3 Right of Access for Inspection

Upon reasonable written notice to an Owner, the City , the State, the Association, or any combination thereof, shall have the right to inspect the Bioswales and other on-site stormwater treatment facilities to ensure that they are being maintained consistent with the Maintenance Obligations. The written notice of inspection shall include the date and approximate time that the City, State, or Association will make such inspection. An Owner, or a representative of the Owner, shall have the right to be present during any such inspection. In the case of an emergency, such notice shall be given to an Owner in any manner reasonably likely to be received by the Owner, and if such notice is not reasonably possible, as soon as practicable after the inspection.

SECTION 4 Failure to Maintain Bioswales

Should the City and/or the State reasonably determine that the Bioswales have not been maintained, repaired or replaced in compliance with the Maintenance Obligations, or the Association has not timely performed any other obligation set forth herein, then the City and/or the State shall notify the Association in writing of such deficiencies and shall provide the Association with a period of twenty (20) days in which to commence the correction of the deficiency. Should the Association or the Owner fail to commence the correction of such deficiency within such time period, or provide the City and/or the State, depending on which entity(ies) notified the Association of deficiencies, with reasonable assurances that such deficiencies will be promptly initiated, then such failure will be deemed an event of default under this Agreement. Notwithstanding the above, if the City and/or the State reasonably determines that the failure to maintain the Bioswales constitutes (i) an emergency, or (ii) that such failure will negatively impact the wetlands or connected waterways, or (iii) that such failure will impair the ability of the City to comply with any associated permits, including, but not limited to, its MS4 permit, the City and/or the State may take immediate remedial action if the Association does not do so within 24 hours of receiving notice from the City and/or the State, which notice

may be made in any reasonable manner. So long as the Association and/or an Owner is diligently and in good faith taking any and all appropriate action to correct any deficiencies with respect to the upkeep, maintenance and repair of the Bioswales, the Association shall not be in default under this Agreement.

SECTION 5 Remedies upon Default

Should an event of default occur under this Agreement, the City or the State shall have the following rights and remedies, together with any additional remedy available to the City or the State, including the right of specific performance and injunctive relief:

5.1 The City or the State may undertake any action it deems reasonably necessary to remedy the event of default and may then charge the Association for any and all reasonable costs incurred by the City or the State in conjunction with such remedy. The City and the State shall have the right to access the Bioswales to perform their rights under this Section upon reasonable notice to the Association and the Owner; or

5.2 The City or the State may seek damages or injunctive relief or exercise any other legal or equitable remedy available to the City or the State.

5.3 Notwithstanding the foregoing, no party to this Agreement, nor any Owner, shall be liable for punitive damages.

SECTION 6 Other On-Site Stormwater Treatment Facilities

This Agreement shall not be construed to require that all portions of the Property be developed with Bioswales for the treatment of stormwater relating to the portion of the Property being developed. An Owner shall have the right to use other on-site stormwater treatment methods and facilities with respect to the development of portions of the Property as contemplated in the Stormwater Management Plan where circumstances, such as the topography of the portion of the Property involved, make the use of Bioswales impracticable. Any such alternative on-site stormwater treatment facilities shall be designed, constructed, operated and maintained in accordance with all applicable regulations and standards, and shall be subject to the prior approval of the City and the State.

SECTION 7 Miscellaneous Provisions

7.1 All obligations of the Owner, as defined in the applicable Mill Creek Corporate Center Covenants, Conditions, and Restrictions ("CCRs"), to comply with the requirements of this Agreement and with the CCRs shall automatically pass to a subsequent owner upon the sale or other transfer of the covered property, except that the sale or other transfer shall not relieve the prior Owner of any liability or other responsibility of the prior Owner incurred during or arising out of that prior ownership.

7.2 The Parties retain all remedies available at law or equity to enforce this Agreement, including claims for damages resulting from any breach of this Agreement and the equitable right of specific performance.

7.3 Except as expressly provided otherwise herein, any notice herein required or permitted to be given, shall be given in writing and may be given by hand delivery or by United States mail, first class postage prepaid, or by overnight mail, addressed to the parties as follows:

TO THE CITY:	City of Salem, Urban Development Dept. 350 Commercial Street NE Salem, OR 97301-3412 Phone: (503) 588-6178 Fax: (503) 589-2054
TO THE STATE:	Dept. of Administrative Services 1225 Ferry St. SE Salem, OR 97301
TO THE ASSOCIATION:	Dept. of Administrative Services 1225 Ferry St. SE Salem, OR 97301
TO AN OWNER:	The address to which real property tax statements are sent, as such address is maintained in the Office of the County Assessor for the County of Marion, Oregon

Notice shall be deemed given when actually received or three (3) days after mailing as set forth above. Any party may change its address for notice purposes, such notice to be given pursuant to this Section.

7.4 Each of the Parties and signatories to this Agreement represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the Parties' respective obligations, that the Owner is the record owner of the Property, and that no approval or consents of any other persons are necessary.

7.5 Nothing in this Agreement will be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained and any present or future statute, law, ordinance, or regulation contrary, then the latter prevails. Any affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7.6 Each Party will execute and deliver any additional papers, documents, or other assurances, and do any act and thing reasonably necessary to perform their obligations and carry out the intent of the Parties. The Parties will execute and deliver all supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between the Parties, and as against third parties. This Agreement requires the Parties to agree upon various items at different times in the future. The Parties will cooperate in good faith, and will deal fairly with one another, in an attempt to fulfill the expectations of the Parties as reflected in this Agreement and to facilitate the full performance of this Agreement.

7.7 If a suit, action, arbitration or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party is entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary. The amount of fees will be determined by the judge or arbitrator and include fees and expenses incurred on any appeal or review.

7.8 Failure of any Party at any time to require performance of any provision of this Agreement does not limit the Party's right to enforce the provision. No waiver of any breach of any provision is a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.

7.9 Time is of the essence in the performance of the duties and obligations of this Agreement.

7.10 This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same Agreement.

7.11 In order to expedite the transaction contemplated herein, telecopied and PDF signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. The parties intend to be bound by the signatures on the telecopied document or such PDF copies, and are aware that the other parties will rely on the telecopied or PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such telecopied or PDF signature.

7.12 The captions and headings of this Agreement are for convenience only and will not be construed or referred to in resolving questions of interpretation or construction. The recitals at the beginning of this Agreement are contractual and are considered or referred to in resolving questions of interpretation or construction.

7.13 No amendment, change, or modification of this Agreement is valid, unless in writing and signed by the Parties.

7.14 Nothing in this Agreement shall be construed as a release of the City's or the State's authority to regulate stormwater in accordance with city, state, and federal laws, and the doctrine of home rule, including, but not limited to the inherent right to pass ordinances, rules and regulations, regulating stormwater.

7.15 All of the terms and provisions inure to the benefit of and are binding upon the Parties and their respective heirs, legal representatives, successors and assigns.

7.16 Except as provided herein, unless sooner terminated or otherwise amended by mutual agreement of the Parties, this Agreement shall terminate upon the expiration of the Declaration. The State's rights under this agreement shall terminate immediately upon certification of the wetlands by the Army Corps of Engineers.

IN WITNESS WHEREOF, the undersigned City, the State, and the Association have executed this Agreement, effective as of the date first above written.

[SIGNATURES ARE ON FOLLOWING PAGE]

THE CITY OF SALEM, an Oregon
municipal corporation

By:_____
Name:_____
Title:_____

THE STATE OF OREGON,
acting by and through the
Department of Corrections

By:_____
Name:_____
Title:_____

MILL CREEK CORPORATE CENTER
OWNERS ASSOCIATION, INC.
an Oregon not-for-profit corporation

By:_____
Name:_____
Title:_____

ATTACHMENT A

Mill Creek Industrial Park

Stormwater Management Plan

Otak Project No. 12155

Prepared for:
Oregon Department of Administrative Services

otak

October 16, 2006

Acknowledgements

Mill Creek Industrial Park

Stormwater Management Plan

Otak Project No. 12155

Prepared for:
Oregon Department of
Administrative Services

Prepared by:
Kevin Timmins, P.E.
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17355 SW Boones Ferry Road
Lake Oswego, OR 97035

October 16, 2006

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Section 1.0 Introduction

This document, the *"Mill Creek Industrial Park Stormwater Management Plan"*, contains technical information about stormwater management requirements and assumptions for the Mill Creek Industrial Park (MCIP). This document is intended to serve as a technical supplement to the Stormwater Management Agreement between the City of Salem and the State of Oregon, as well as the Mill Creek Industrial Park Covenants, Codes, and Restrictions.

This document is an update and revision to two previous documents:

1) The "Salem Regional Employment Center (SREC) Surface Water Management" memorandum dated February 15, 2005. The "SREC Surface Water Management" memorandum was submitted as part of the Joint Permit Application for review by the following agencies.

- City of Salem
- Oregon Department of State Lands
- Oregon Department of Environmental Quality
- U.S. Army Corps of Engineers
- NOAA Fisheries
- U.S. Fish and Wildlife Service

2) The "Mill Creek Industrial Park Surface Water Management – Phase IB Parcel" memorandum dated August 24, 2005.

1.1 Background

The Oregon Department of Administrative Services (DAS) owns over 2,000 acres of land in Salem, Oregon south of Highway 22. Historically, the Oregon Department of Corrections (DOC) used the land as a prison farm. Currently, there are three prisons operating on the land with various other buildings used by DOC for storage and maintenance facilities. A majority of the land is leased to private individuals for agricultural activities. The State Legislature has earmarked approximately 650 acres of the site for sale as industrial land. The land is included entirely within the Salem Urban Growth Boundary and would be part of the City of Salem. The State and City formed a partnership to create the Mill Creek Industrial Park Master Plan for the site, which is being advanced through a variety of land use approval processes to make the site "shovel ready". Figure 1 is a vicinity map showing the location of the site.

Part of the Master Planning effort included an engineering evaluation of future infrastructure needs to serve the property under fully developed conditions. Surface water management is an integral part of the infrastructure needs for this site. Otak has reviewed the existing hydrology for the MCIP property in Salem, and has estimated infrastructure improvements for surface water management as it is proposed in the MCIP Master Plan. A copy of the MCIP Master Plan concept is shown in Figure 2.

This memorandum provides a summary of the site conditions and assumptions made in the design of the surface water management infrastructure plan for the MCIP Master Plan. It is intended to document the hydrologic impacts anticipated from development of the MCIP and the surface water management strategy designed to mitigate those impacts. The work is based on site observations, City of Salem Stormwater Master Plan documents, and information supplied by City of Salem Public Works staff through personal communications.

1.2 Definitions

The following definitions are helpful in understanding this Stormwater Management Plan.

- *Onsite* — Property located within the limits of the Master Plan study area (approximately 650 acres).
- *Offsite* — Property located outside the Master Plan study limits.
- *Public Stormwater* — Runoff generated by rain that falls on public open space land or public right-of-way and is converted to runoff.
- *Private Stormwater* — Runoff generated by rain that falls on private land and is converted to runoff.
- *Public Stormwater Facility* — Stormwater management facility that is owned and maintained by the City of Salem.
- *Private Stormwater Facility* — Stormwater management facility that is owned and maintained by a non-public entity.
- *EW Road* — New proposed road oriented east to west across site.
- *NS1 Road* — New proposed road oriented north to south between the new EW Road and Aumsville Highway.
- *NS2 Road* — New proposed road oriented north to south between the new EW Road and Turner Road.
- *Pre-developed* — For this project, pre-developed refers to conditions on the site at the time the site Master Plan was developed (2004).
- *Central Open Space* – Master Plan Open Space located between Phase 1A and Phase 1C.
- *Southern Open Space* – Master Plan Open Space located between Phase 1A Industrial Park and Phase 2A.

1.3 Applicable Design Standards and Guidelines

The following set of published stormwater management standards and guidelines were considered during development of the MCIP Stormwater Management Plan.

- City of Salem, Public Works Department, Design Standards for Stormwater Management, 2002.
- City of Salem, Storm Water Master Plan, 2000.
- City of Salem, NPDES Stormwater Management Plan, April 2002.

- Stormwater Management Agreement between City of Salem, Oregon, City of Keizer, Oregon, and Marion County, Oregon, October 2000.
- NOAA HCD Stormwater Online Guidance Document, March 2003. City of Portland, Bureau of Environmental Services (BES), Stormwater Management Manual, September 2002 (City of Portland SMM).

Section 2.0 MCIP Specific Stormwater Design Standards

The following set of standards for stormwater management were applied, during development of the Master Plan, to all stormwater management facilities described in this memorandum and should also be adhered to for the future design of both Public and Private Stormwater Management facilities. They are intended to satisfy design standards identified in the NOAA HCD Stormwater Online Guidance Document, and those required by the City of Salem in their Design Standards for Stormwater Management and through a Stormwater Management Agreement between City of Salem, City of Keizer, and Marion County.

2.1 Performance Standards

There are currently four discharge locations from the MCIP project site: two in the Mill Creek basin and two in the Little Pudding River basin. Discharge locations from the MCIP project site should remain the same. No new discharge locations are proposed as part of the MCIP project.

Discharges from the MCIP project site should be managed to match developed discharge durations to pre-developed durations for the range for pre-developed discharge rates from 50 percent of the two-year peak flow up to the full 50-year peak flow. At the time of this Master Planning effort, no continuous flow hydrologic model was readily available for application in Oregon.

During the 1990's, King County developed the "Stream Protection Standard" to approximate the results of a continuous flow hydrologic model used to match flow durations. The "Stream Protection Standard" relies on design storm hydrology predicted by the Santa Barbara Urban Hydrograph (SBUH) method, which is a standard stormwater hydrologic design methodology used in Oregon. The "Stream Protection Standard" specifies that the required storage volume and flow control device for a flow management facility be sized so that:

- The post-developed two-year peak flow matches 50 percent of the pre-developed two-year peak flow;
- The post-developed 10-year peak flow matches the pre-developed two-year peak flow, and;
- The post developed 100-year peak flow matches the pre-developed 10-year peak flow.

The storage volume is then increased by 30 percent without adjusting the flow control device.

Water quality treatment facilities for the MCIP project site are intended to capture and treat approximately 90 percent of the annual runoff volume. Volume-based facilities for stormwater treatment, such as ponds and wetlands, are not applicable to this site due to site constraints resulting from the site's proximity to the airport. All stormwater management facilities designed for pollution reduction should be flow-based facilities, requiring a water quality design storm.

All stormwater treatment facilities should be designed to treat the peak flow from a 24-hour storm event totaling 0.83 inches of precipitation. Evaluation of long-term hourly precipitation records from the Salem Airport indicates that 90 percent of the precipitation falls during a 24-hour period for storm events totaling 0.83 inches or less. The City of Portland has been designing to a similar sized storm event for the past several years. The City of Salem has decided to adopt this design

storm as the standard for this project.

Site topography and proximity to the airport limit the stormwater management facility alternatives for treatment of runoff. Two categories of treatment devices have been identified for this project: pre-treatment and basic treatment. Basic treatment facilities should be designed to meet the performance criteria specified in the current City of Portland SMM. At the time of this memorandum, the BES performance criterion is 70 percent removal of Total Suspended Solids (TSS). Pre-treatment facilities are intended to remove trash, large particles, and oil, grease, or other floatables. Ponded water is necessary to provide flow control of stormwater runoff. Detention ponds are intermittent and should be designed to minimize the depth of water.

Table 2.1 is a summary list of the available facility types that are proposed for use on this site, as well as those facilities which should not be used and are restricted from this site. New technologies, not listed in Table 2.1, that may be developed and become available during the duration of the MCIP site development may be used on this site as long as they have been approved for use in the current (current refers to the time of final design) City of Portland SMM.

Table 2.1
Stormwater management pollution reduction facilities

Proposed Use	Facility
Pre-treatment	Sedimentation manholes Hydrodynamic separators Oil/water separators
Basic Treatment	Vegetated Swales Sand filters Other media filtration devices
Not allowed	Wetponds Wetvaults Constructed wetlands Extended detention ponds Underground Injection

2.2 Private Stormwater Management Requirements

Certain assumptions were made during development of the proposed stormwater management concept. These assumptions will need to become requirements of each private developer as each portion of the site is developed.

- The effective impervious area within the limits of the parcels shown in the MCIP Master Plan should not exceed 80 percent of the total area of the parcel.

- Discharge of runoff to each 300 feet of vegetated swale should be limited to the runoff from a tributary area of 20 acres. The 20 acres must first be allocated to treatment of runoff from the public right-of-way. Since most of the MCIP phases are larger than 20 acres, each phase of the MCIP is likely to require multiple discharge locations to the vegetated swales.
- A pre-treatment device needs to be installed at each discharge location to remove trash and large particles, and to trap floatables carried by the runoff before discharging into the vegetated swale.
- All private stormwater needs to pass through both a Pre-treatment Facility and a Basic Treatment facility before it is reaches an Open Space area with wetland mitigation and/or before it is discharged from the MCIP site.

Additionally, site specific treatment may be required by a private user for compliance with an individual NPDES permit for discharge of industrial stormwater. The level of treatment proposed in the stormwater management plan for this project is intended to address Total Maximum Daily Load (TMDL) requirements presently anticipated for impaired downstream waters (e.g. – Mill Creek, Little Pudding River, and Willamette River). As TMDL load allocations are issued, new methodologies and standards may need to be applied to this project to comply with the change in regulations.

2.3 Planting requirements

Vegetation in and around stormwater management facilities should be limited to plant species included in Tables 2.2, 2.3, & 2.4. Vegetation should be approved by the City of Salem. Adherence to the plant list should minimize the maintenance of the facilities, increase the chance for a successful facility, and reduce the probability that invasive plant species will establish in areas upstream of the mitigation wetlands and provide a seed source that would likely contaminate the mitigation wetlands.

Vegetation used in the Open Space areas should adhere to the Wetland Mitigation Plan where applicable or be approved by the City of Salem in areas that are not part of the Wetland Mitigation Plan.

Every effort should be made to obtain plant stock and seed mixes that are free of invasive plant species. If hydroseeding techniques are used, the application trucks should be thoroughly cleaned to reduce the probability for contamination with invasive plant seeds.

Table 2.2: Approved Plants for Wet to Moist Planting Zone (Swale Bottom to 1.5 feet up the side slope)	
Grasses and Groundcovers	*Carex aperta*, Columbia Sedge *Scirpus microcarpus*, Small flowered (or fruited) Bulrush *Hordeum brachyantherum*, Meadow Barley *Juncus ensifolius*, Dagger-leaf Rush *Juncus oxymeris*, Pointed Rush *Juncus tenuis*, Slender Rush *Juncus patens*, Grooved Rush; Spreading Rush *Glyceria occidentalis*, Manna Grass
Ferns	*Blechnum spicant*, Deer Fern *Polypodium glycrrhiza*, Licorice Fern *Polystichum munitum*, Sword Fern
Shrubs	*Cornus sericea*, Redtwig Dogwood *Physocarpus capitatus*, Pacific Ninebark
Large Shrub / Small Tree	*Salix fluviatalis*, Columbia Willow *Salix Hookeriana*, Piper's Willow *Salix Lucida* (or S. *lasiandra*), Pacific Willow *Salix Scouleriana*, Scoulers Willow *Salix sessilifolia*, Soft leafed Willow *Salix Sitchensis*, Sitka Willow
Conifer and Evergreen Trees	
Deciduous Trees	*Fraxinus latifolia*, Oregon Ash

Table 2.3: Approved Plants for Moist to Dry Planting Zone (Side slopes from 1.5 feet to 3 feet)	
Grasses and Groundcovers	*Aster suspicatus*, Douglas' Aster *Bromus carinatus*, California Brome Grass *Bromus sitchensis*, Alaska Brome *Bromus vulgaris*, Columbia Brome Grass *Lupinus micranthus*, Small Flowered Lupine *Sisyrinchium idahoense*, Blue-eyed Grass *Camassia quamash*, Common Camas *Festuca Occidentalis*, Western Fescue Grass *Deschampsia caespitosa*, Tufted Hairgrass *Elymus glaucus*, Blue Wildrye
Ferns	
Shrubs	*Mahonia aquifolium*, Tall Oregon Grape *Mahonia nervosa*, Dull Oregon Grape *Rosa gymnocarpa*, Baldhip Rose *Rosa nutkana*, Nootka Rose *Rosa pisocarpa*, Swamp Rose *Symphoricarpos albus*, Common Snowberry *Viburnum edule*, Highbush Cranberry; Squashberry
Large Shrub / Small Tree	*Ceanothus sanguinea*, Oregon Redstem Ceanothus *Corylus cornuta*, Western Beaked Hazelnut *Holodiscus discolor*, Oceanspray *Philadelphis lewesii*, Mock Orange *Prunus emarginata* or *P. Virginiana* Bitter or Choke Cherry *Rosa nutkana*, Nootka Rose *Rubus parviflorus*, Thimbleberry *Sambucus cerulea*, Blue Elderberry *Rhamnus purshiana*, Cascara-
Conifer and Evergreen Trees	
Deciduous Trees	*Cornus nuttalii*, Western Flowering Dogwood *Quercus garryana*, Oregon White Oak

Table 2.4: Approved Plants for Dry Planting Zones (Side slopes above 3 feet and upland)	
Grasses and Groundcovers	
Ferns	
Shrubs	*Gaultheria shallon*, Salal *Ribes sanguineum*, Red-flowering Current *Spiraea betulifolia*, Shiny-leaf Spiraea
Large Shrub / Small Tree	*Amelanchier alnifolia*, Western Saskatoon Serviceberry
Conifer and Evergreen Trees	
Deciduous Trees	*Amelanchier alnifolia*, Serviceberry *Quercus garryana*, Oregon White Oak

3.1 Existing Site Hydrology

The project site is located within two different watersheds separated by Aumsville Highway. Areas north of Aumsville Highway drain to the Little Pudding River. Offsite areas to the east and onsite areas south of Aumsville Highway drain to Mill Creek. Figure 3 shows the existing drainage basin boundaries and site discharge locations for the MCIP site.

Onsite runoff flows are conveyed via ditches to one of four site discharge locations. North of Aumsville Highway, the discharge to Little Pudding No. 1 is through a 12-inch culvert under Kuebler Boulevard just south of the Highway 22 underpass. Discharge to Little Pudding No. 2 is through a pair of 60-inch culverts that convey water under Highway 22. South of Aumsville Highway, the ditches are part of an irrigation network that distributes water throughout the site during the growing season, and provides conveyance for drainage during the wet season. Irrigation ditches drain to one of two culvert crossings under Kuebler Boulevard that discharge to Mill Creek. Discharge to Mill Creek No. 1 is through a pair of parallel 48-inch culverts. Discharge to Mill Creek No. 2 is through a single 48-inch culvert under Kuebler Boulevard. Discharge from Mill Creek No. 2 passes through several downstream gravel ponds before entering Mill Creek.

Offsite runoff from approximately 550 acres of upland area east of Deer Park Road flows across Deer Park Road onto the site and overland to the irrigation ditches south of Aumsville Highway. Most of that flow is routed towards the Mill Creek No. 1 discharge point. However, some overflow contributes to the Mill Creek No. 2 discharge, and probably provides some of the source water to wetlands along the way.

A Santiam Water Control District dam on Mill Creek controls water levels in the irrigation ditches. During the growing season, flashboards on the dam are in place and backwaters flow from Mill Creek into the irrigation system on the site. During the rainy season, the flashboards are removed and allows the irrigation ditches to drain the project site.

Much of the project site is covered with gravelly loam and silty loam soils that have shallow groundwater and low infiltration rates. Figure 4 is a copy of the NRCS Soils Survey Map for this site. Pockets of hydric soil are present on the site and help maintain several farmed wetlands. Several of the irrigation ditches are considered jurisdictional waterways by either the US Army Corps of Engineers (COE) or the Oregon Department of State Lands (DSL).

3.2 Site Constraints

Groundwater is expected to be near the surface during the winter months. Monitoring stations were installed during Spring 2004 and data is being collected for use in future design phases of the project. Shallow groundwater limits the possibilities for engineered infiltration facilities, but can be beneficial for design of mitigation wetlands and vegetated swales.

Much of the site is located within a 10,000-foot buffer around the Salem Airport. Federal Aviation Administration requirements discourage the use of tall trees and the creation of environments that

will attract waterfowl. This restricts the use of water quality ponds and other permanent open water facilities. The open space wetlands are intended to be wet areas of temporarily shallow water. Trees and shrubs will be densely planted in the open space wetlands to discourage use by large waterfowl.

The Santiam Water Control District operates a dam on Mill Creek that backwaters surface water from Mill Creek onto the MCIP site during the annual growing season. Most of the existing irrigation ditches on the MCIP site will be converted to drainage and conveyance swales. However, the dam on Mill Creek may continue to operate during the growing season and backwater surface water from Mill Creek through the culvert under Kuebler Blvd at the location of the Mill Creek No. 1 discharge. This would require stormwater runoff during the irrigation season to be routed north to Mill Creek No. 2 discharge location. Stormwater would be routed to Mill Creek discharge No. 2 through either; the emergency overflow ditch along Kuebler Boulevard; or, the emergency overflow pipe connection between the Southern Open Space and the Central Open Space. An alternative irrigation system design may be considered. The alternative design could rely on pumps to withdraw water from Mill Creek instead of backwatering surface water from Mill Creek onto the SREC site using the dam. Either irrigation alternative will require fish screens at the point of diversion from Mill Creek.

3.3 Proposed MCIP

The MCIP Master Plan calls for 322.6 acres of land zoned for industrial uses, 79.2 acres zoned for an industrial park, 103.5 acres zoned for a business park, and 10 acres zoned for a service center. The public will retain ownership of 109.9 acres of open space and approximately 26.2 acres of new right-of-way. Figure 2 shows the Master Plan concept assumed for this stormwater management plan.

The developed areas are expected to impact a total of 11.04 acres of the wetlands. Two large open space areas totaling 94.9 acres of the total 109.9 acres were defined in the Master Plan to reduce wetland impacts. Existing wetlands in the open space areas will be enhanced and/or expanded as mitigation. Much of the hydrology for the wetland mitigation areas will be supplied by stormwater runoff.

The proposed infrastructure to manage stormwater is shown schematically in the attached Figure 5. The concept is intended to provide vegetated swales parallel to the roadways to treat stormwater runoff for both public right-of-way and private runoff from adjacent properties. The vegetated swales also function as the primary conveyance system for the development.

Parcel IB at the northern end of the MCIP is in a separate watershed from the rest of the sites. Surface water management requirements are to be designed to the same standards as the rest of the site, but location and design of the necessary surface water management facilities for this parcel have been left to the discretion of the site developer.

4.1 Conveyance

Conveyance throughout the site is a combination of closed pipe systems, open channels, vegetated swales, and culverts. South of Aumsville Highway, much of the conveyance system will be routed to either the Central Open Space or the Southern Open Space areas. Stormwater outfalls that discharge directly to an open space should be protected with riprap to reduce scour. Discharge locations for the MCIP site will not change. There will continue to be four discharge locations, two to Mill Creek and two to the Little Pudding River.

The Department of Public Safety Standards and Training (DPSST) has agreed with the City of Salem to provide a 42- inch pipe connection to a detention pond on their property immediately to the east of MCIP Parcel IB. Connection to this 42-inch pipe provides a third discharge location that contributes flow to the Little Pudding River. Stormwater discharges to the DPSST facilities will rejoin flows from Parcel IB near the Little Pudding No. 2 discharge before being conveyed beneath Highway 22. Figure ___ shows the approximate location of the 42-inch pipe.

The City of Salem Stormwater Master Plan identified the existing 48-inch culvert at the Mill Creek No. 2 discharge location, for replacement with a 72-inch culvert. A 72-inch culvert will provide a controlled overflow route under Kuebler Boulevard. The existing structure located at the inlet to the existing culvert will also need to be removed and replaced with a redesigned control structure to maintain existing peak flows to Mill Creek.

The existing inlet structure to the twin culverts at the Mill Creek No. 1 discharge will need to be removed and replaced with a redesigned inlet structure to provide maintenance access and reduce the potential flooding caused by debris accumulation.

Two conveyance connections are proposed to direct overflow to the Central Open Space. One conveyance connection directs emergency overflow from the Southern Open Space to the Central Open Space. The other conveyance connection allows for emergency overflow from Mill Creek No. 1 discharge location to Mill Creek No. 2 discharge location. The control structure at Mill Creek No. 2 discharge location should be designed to accommodate emergency overflow to the 72-inch culvert.

A flow splitter will be required on Deer Park Road to maintain an existing source of water to the

wetlands that will be located in the Central Open Space and upstream of the Central Open Space. The flow splitter should send low flows towards the Central Open Space, while high flows should continue south through the conveyance system on Deer Park Road.

Conveyance systems should be sized and designed per City of Salem Public Works Department Design Standards for Stormwater Management. Open channels may need to be utilized for conveyance due to the flat topography over much of the site.

4.2 Flow Control

The use of vegetated swales should provide significant opportunity for smaller, more frequent rain events to infiltrate to shallow soil depths and flow subsurface to the open space wetlands. Larger rain events will provide much of the hydrology necessary to enhance existing farmed wetlands, restore missing wetlands, or create new wetlands. The open space topography, stormwater volumes, and required wetland hydrology will require further modeling during design to evaluate specific needs for each wetland mitigation site within the open space areas. Continued coordination is necessary so that wetland vegetation receives enough water for success of the wetland, while not creating a situation that over-inundates the wetland areas. The design of the inlet structures at each discharge location will need to control stormwater volumes to regulate water levels within the open space wetlands.

Flow attenuation from the open space wetland areas is expected to reduce peak discharges from the site to the standards described in Section 2.1. The open space wetland areas are expected to provide enough flow attenuation to mitigate for the portion of the MCIP site that discharges to Mill Creek. Developers of Parcel IB will need to provide stormwater detention facilities that meet the performance standards described in Section 2.1. Physical design standards (such as side slopes, water depth, and access requirements) should adhere to City of Salem Public Works Department Design Standards for Stormwater Management.

4.3 Pollution Reduction

Vegetated swales in drainage easements parallel to the roads will collect runoff and allow for sedimentation and filtration of pollutants before discharging to the open space wetlands. The attached Figures 6A, 6B, & 6C shows the integration of the vegetated swales into a typical cross-section of the rights-of-way. Totaling more than seven miles in length, the vegetated swales have sufficient capacity to treat the public rights-of-way in addition to the MCIP properties that discharge to them.

Additional privately owned and maintained treatment facilities are required on properties that are not able to discharge to a vegetated swale along the roadway due to site configuration and topography. The following list of Master Plan development phases will need to design and construct basic treatment facilities (as described in Section 2.1) at each discharge location to reduce pollution

carried by the runoff before discharging to the public storm system or public open space.

Phase IA – Business Park
Phase IA – Service Center
Phase IB
Phase IIA (south of EW Road)
Phase IIB (northern portion)

Future development or redevelopment of offsite properties east of Deer Park Road will need to provide pollution reducing stormwater treatment facilities to treat all of their runoff before it reaches this project site, as well as detention for new impervious surfaces.

4.4 Variation to the Concept

Ditches on Deer Park

The proposed stormwater concept includes piped conveyance systems along Deer Park Road to collect and route offsite runoff to a few select locations and then across the MCIP site to an open space area. It is assumed that construction of vegetated swales is feasible to reduce pollutants from Deer Park Road runoff, but the swales will not have treatment capacity or conveyance capacity to handle all of the offsite runoff that flows across Deer Park Road. It is also assumed that the construction of open channel ditches for the safe conveyance of offsite runoff along Deer Park Road is further limited by site topography. However, accurate field survey data collected during future design phases may confirm the feasibility of open channel conveyance ditches along Deer Park Road. Open conveyances may be less expensive than an equivalent piped alternative but can require more maintenance.

5.1 Impervious Area

Development outside of the rights-of-way will limit the effective impervious area to a maximum of 80 percent of the total developed area. Development within the right-of-way is expected to result in 13.9 impervious acres. The remaining land planned for development is estimated to result in 295.4 new impervious acres in the Mill Creek Watershed and 116.9 impervious acres in the Little Pudding Watershed. Table 5.1 summarizes the impervious area assumptions.

Table 5.1
Summary of Impervious Area, Total Area, and Site Composition Estimates By Location

Location	Land Use	Impervious Area per Location (acres)	Total Area per Location (acres)	Location Area (% of Total Site)
Phase IA	Industrial Park	63.4	79.2	12.1
Phase IA	Business Park	57.2	71.5	10.9
Phase IA	Service Center	8	10	1.5
Phase IB	Industrial	116.9	146.1	22.3
Phase IC	Industrial	41	51.2	7.8
Phase IIA	Industrial	100.2	125.3	19.2
Phase IIB	Business Park	25.6	32	4.9
Central Open Space	Open Space	0	72.7	11.1
South Open Space	Open Space	0	26.2	4.0
Mill Creek Buffer	Open Space	0	11	1.7
Right-of-way	Road	11.1	11.1	1.7
Right-of-way	Sidewalk	2.8	2.8	0.4
Right-of-way	Vegetated Swales	0	6.9	1.1
Right-of-way	Open Channel	0	2.5	0.4
Right-of-way	Planter Strips	0	5.8	0.9
	SITE TOTALS	426.2	654.3	100.0

The entire Mill Creek Watershed is approximately 110 square miles (70,400 acres) according to the "Mill Creek Watershed Section 205 Flood Control Feasibility Study" published by the COE, Portland District February 2002. The Cities of Salem, Turner, Aumsville, Sublimity, and Stayton are all partially or wholly located within the Mill Creek Watershed. Using maps contained in the study, the total area of the watershed located within city limits is estimated to be less than 14 percent of the total watershed. Since none of the cities are fully developed, or entirely impervious, it is reasonable to assume that the total impervious area within the Mill Creek Watershed is less than 10 percent of the total watershed. Much of the impervious area in the watershed is attributed to portions of the City of Salem located downstream of the project site.

5.2 Flow Control

No continuous flow hydrologic models are available in Oregon for this project. Therefore the Stream Protection Standard developed by King County in the early 1990's was used to approximate the results of a continuous flow hydrologic model to match flow durations. The Stream Protection Standard relies on design storm hydrology predicted by the SBUH Method, a standard stormwater hydrologic design methodology used in Oregon.

The City of Salem XP-SWMM model used for the Mill Creek Basin Stormwater Master Plan was modified to simulate conditions on the MCIP site before and after development. The model was used to estimate the flow attenuation resulting from the Open Space Wetland areas. Table 5.2 and Table 5.3 summarize the results of the XP-SWMM model. The results demonstrate that the flow duration of the two discharges to Mill Creek can be maintained after development.

Table 5.2
Discharge to Mill Creek No. 1 (south)

	Existing		Proposed	
Return Period	(cfs)		(cfs)	Return Period
½ of 2-year	54	<	54	2-year
2-year	108	<	93	10-year
10-year	136	<	133	100-year

Table 5.3
Discharge to Mill Creek No. 2 (north)

	Existing		Proposed	
Return Period	(cfs)		(cfs)	Return Period
½ of 2-year	28	<	28	2-year
2-year	56	<	44	10-year
10-year	72	<	69	100-year

The developer will need to design a stormwater management system for Phase IB that will achieve similar results for the two discharge locations north of Aumsville Highway in the Little Pudding River Watershed. The developer will need to follow the performance standards as described earlier in Section 2.1.

5.3 Pollution Reduction

Water quality is achieved through the use of vegetated swales for all of the public right-of-way. The vegetated swales should have sufficient capacity to treat runoff from many of the private properties as well, assuming that development adheres to the assumptions described in this memorandum. It is estimated that each 300 feet of swale length can treat the runoff from approximately 20 acres of the

site. Private phases of the development larger than 20 acres will have to design their conveyance system so that no more than 20 acres of impervious surface is collected and routed to each 300 feet of swale. Impervious area from the right-of-way should first be considered when calculating the impervious area contributing to each swale. Figure 7 shows one possible scenario of how private phases could be subdivided and discharge to the vegetated swales. It was determined that areas larger than 20 acres generated flow conditions outside the desired operating conditions of the swales.

There are two types of swales as depicted in the typical details shown in Figures 8 and 9. Vegetated Swale – Type 1 is intended for locations where the tributary area is primarily right-of-way and there is not likely to be more than one (up to 20 acre) discharge from private property. For locations where the swale is providing treatment and conveyance of stormwater for several private discharges for a long distance, the Vegetated Swale – Type 2 is necessary. The Vegetated Swale – Type 2 provides an outlet approximately every 300 feet for the water quality flow to be conveyed in a small pipe after passing through the treatment length of swale. High flows will be conveyed by the swale itself.

Properties that are not able to discharge to the roadside treatment swales will need to provide their own equivalent treatment systems as described in Section 2.0. The private treatment facilities will continue to need a pre-treatment device as well as a basic treatment device.

Vegetated swales should be designed to operate within the following criteria:

- Minimum Length = 100 feet
- Bottom Width = 8 feet
- Side Slopes = 3H:1V or flatter
- Minimum Constructed Depth = 3 feet
- Maximum Velocity during Water Quality Event = 1 foot per second
- Maximum Water Quality Depth of Flow = 1 foot
- Maximum Longitudinal Slope = 1 percent
- Minimum Hydraulic Residence Time = 9 minutes
- Maximum Tributary Area = 20 acres
- Manning's Roughness for Flow Depths up to 0.4 feet during Water Quality Event = 0.25
- Manning's Roughness for Flow Depths above 0.4 feet during Water Quality Event = 0.1
- Manning's Roughness during the Conveyance Design Flow Event = 0.03
- Maximum Conveyance Design Depth of Flow = 2 feet

As an example, assume a 20 acre portion of the industrial site is to be discharged to one of the vegetated swales along the roadway.

Area = 20 acres
Percent Impervious is 100 percent
Impervious Area = 20 acres
Curve Number = 98
Time of Concentration = 10 minutes
Water Quality Precipitation Total = 0.83 inches
Water Quality Design Flow = 3.3 cubic feet/second

A vegetated swale of 285 feet in length, and having the following geometry will effectively treat the stormwater from this 20 acre site example.

Bottom Width = 8 feet
Water Quality Depth of Flow = 0.63 feet
Slope = 0.003 feet/feet
Side Slope = 3H:1V
Velocity = 0.53 feet/second

It is anticipated that site build out could take 20 years or more. It is assumed the stormwater infrastructure will be built in phases, as portions of the MCIP site are developed. Elements of the stormwater infrastructure that are necessary to support development of each phase of the MCIP are summarized in Table 6.1.

Interim configurations will have to be designed to accommodate the stormwater management needs of the site as development occurs. Best management practices will be necessary throughout the duration of development at the MCIP to control the transport of sediment from portions of the site that are disturbed due to construction activity, or continued agricultural activities so that erosion does not impact the performance of permanent stormwater facilities (such as the vegetated swales) or damage wetland mitigation areas.

MCIP Land	Conveyance	Flow Control	Pollution Reduction	Wetland Impacts/Mitigation
Central Open Space	Open channel cuts will be needed to enhance existing and mitigated wetland areas by improving flow distribution between and through the wetland areas	Improved hydrology to the existing and mitigated wetland areas will improve wetland function and behave as a large storage area to reduce discharge rates to Mill Creek.	Treatment of stormwater must occur before discharge to this open space area.	Wetland enhancement, restoration, and creation could occur in this open space to mitigate for impacts from other phases.
Southern Open Space	Open channel cuts will be needed to enhance existing and mitigated wetland areas by improving flow distribution between and through the wetland areas	Improved hydrology to the existing and mitigated wetland areas will improve wetland function and behave as a large storage area to reduce discharge rates to Mill Creek.	Treatment of project stormwater must occur before discharge to this open space area. Off-site flows from east of Deer Park Rd. must be treated as development and redevelopment contributing to the runoff across the project site occurs.	Wetland enhancement, restoration, and creation could occur in this open space to mitigate for impacts from other phases.
Mill Creek Buffer Open Space	Conveyance provided by combination of vegetated swales and overflow pipe through Mill Creek Buffer Open Space.	No flow control required	No pollution reduction required. Vegetated swales in Mill Creek Buffer Open Space are to provide conveyance and treatment of runoff from Turner Road and Phase IA – Industrial Park	Existing wetlands to be avoided.
Aumsville Hwy R.O.W.	Roadside swales.	Phase IB will need to incorporate flow control for runoff from the northern half of Aumsville Hwy with Phase IB runoff before discharging to the north. The southern half of the road will be routed to the Central Open Space.	Roadside swales.	Impacts to be mitigated in the southern or central open space.
Road NS1 R.O.W.	Conveyance provided by vegetated swales along east side of road. Probably 3 culvert crossings will be needed to convey flows under the road. Discharge is to the Central open space.	Provided by the roadside swales and the central open space.	Provided by the vegetated swales along the east side of the road.	Impacts to be mitigated in the southern or central open space.
Road EW R.O.W.	Conveyance of flow down the steep grade from Deer Park Rd. should be through pipes until the grade flattens and the pipes can discharge to vegetated swales along both sides of the EW Road. Conveyance pipes will discharge to the existing irrigation channel West of the Southern Open Space. The side slopes of the existing irrigation channel need to be regraded to a more stable slope and planted.	Offsite flows to be reduced by the southern open space to mitigate for increased runoff rates from NS2 Road.	Provided by the vegetated swales to be constructed along side the EW Road	Impacts to be mitigated in the southern or central open space.
Road NS2 R.O.W.	Conveyance provided by combination of vegetated swales and overflow pipe under the NS2 road.	Offsite flows to be reduced by the southern open space to mitigate for increased runoff rates from NS2 Road.	Provided by the vegetated swales along the east side of the EW Road.	Impacts to be mitigated in the southern or central open space.
Deer Park Rd. R.O.W.	Conveyance provided by vegetated swales along side of road.	Flow control required if Deer Park Rd. is widened. Increased flow to be reduced by the southern open space, but will require facilities to be constructed for pollution reduction of runoff from Deer Park Rd. to treat runoff before it is discharged to Southern Open Space.	Vegetated Swales need to be provided along side of Deer Park Rd. if road is improved.	Impacts to be mitigated in the southern or central open space.
Turner Road R.O.W.	Conveyance of flow down the steep grade from Deer Park Rd. should be through pipes until the grade flattens and the pipes can discharge to vegetated swales along the north side of Turner Road.	Offsite flows to be reduced by the southern open space to mitigate for increased runoff rates from Turner Road.	Provided by the vegetated swales along the north side of the road.	Impacts to be mitigated in the southern or central open space.
Kuebler Blvd. R.O.W.	Existing conveyance system will need to be adjusted at the outfalls to connect to drainage system modifications resulting from this project.	No flow control is required as a result of this project.	Vegetated swales will need to be constructed along the east side of Kuebler Blvd. to treat runoff from Kuebler Blvd that discharges to the Central Open Space.	Impacts to be mitigated in the southern or central open space.
Offsite	Collected and conveyed along Deer Park Road through pipes to multiple locations and discharged to conveyance system on site.	Flow control facilities will need to be constructed by offsite new development or redevelopment that contributes runoff to this project as it occurs.	Pollution Reduction facilities will need to be constructed by offsite new development or redevelopment that contributes runoff to this project as it occurs.	No impacts resulting from this project.
Phase IA - Industrial Park	Site to discharge at multiple locations along NS2 Road and Mill Creek Buffer Open Space. Each discharge location will be to a separate length of vegetated swale.	Offsite flows to be reduced by the southern open space to mitigate for increased runoff rates from Phase IA.	Pre-treatment device required at each discharge location to remove trash and larger particles before discharge to public vegetated swales.	Impacts to be mitigated in the southern or central open space.

ATTACHMENT A

MCIP Land	Conveyance	Flow Control	Pollution Reduction	Wetland Impacts/Mitigation
Phase IA - Business Park	Site to discharge to Central Open Space.	Flows to be reduced by the Central Open Space to mitigate for increased runoff rates from Phase IA – Business Park.	Need to provide pollution reduction facilities to treat all site runoff prior to discharge to Central Open Space.	Impacts to be mitigated in the southern or central open space.
Phase IA - Service Center	Site to discharge to Flood Overflow Channel.	Flows to be reduced by the Central Open Space to mitigate for increased runoff rates from Phase IA – Service Center	Need to provide pollution reduction facilities to treat all site runoff prior to discharge to Flood Overflow Channel.	No impacts
Phase IB	Needs conveyance. Discharge to the north and northwest.	Need to provide flow control facility designed to NOAA stormwater guidelines. May use open space area along DPSST property. May be some detention capacity available in DPSST project.	Needs to provide pollution reduction. May use open space area along DPSST property.	Existing wetlands under DSL jurisdiction only. Plan is to mitigate in the central open space. Mitigation does not have to be completed before fill. The time delay between fill and mitigation will increase the mitigation ratio.
Phase IC	Site to discharge to public vegetated swale along frontage road.	Flows to be reduced by the Central Open Space to mitigate for increased runoff rates from Phase IC	Pre-treatment device required at each discharge location to remove trash and larger particles before discharge to public vegetated swales. Direct discharges to Central Open Space would require a private vegetated swale to treat all site runoff prior to discharge.	Impacts to be mitigated in the southern or central open space.
Phase IIA (North)	Site to discharge at multiple locations along NS1 Road and EW Road. Each discharge location will be to a separate length of vegetated swale.	Flows to be reduced by the Central Open Space to mitigate for increased runoff rates from Phase IIA (North)	Pre-treatment device required at each discharge location to remove trash and larger particles before discharge to public vegetated swales.	Impacts to be mitigated in the southern or central open space.
Phase IIA (South)	Site to discharge to Southern Open Space. Preferably via the proposed pipe from Deer Park Rd.	Flows to be reduced by the Southern Open Space to mitigate for increased runoff rates from Phase IIA (South)	Need to provide pollution reduction facilities to treat all site runoff prior to discharge to Southern Open Space (or pipe from Deer Park Rd.).	No impacts
Phase IIB	Site to discharge to piped conveyance system on Turner Rd. Some portion of the site may be discharged to pipe along north edge of Phase IIB.	Offsite flows to be reduced by the southern open space to mitigate for increased runoff rates from Phase IIB.	Need to provide pollution reduction facilities to treat all site runoff prior to discharge.	No impacts

ATTACHMENT A

Until the monitoring period has ended and the mitigation wetlands in the open space areas are established, the Oregon Department of Administrative Services (DAS), as the 404 permit applicant, will be responsible for maintenance of the open space areas. After establishment, the open space areas will be transferred to the City of Salem. The Salem Parks Department will then become responsible for maintenance of the open space areas. The open space areas provide much of the flow attenuation required for the site.

The City's Public Works Department inspectors will visit MCIP stormwater facilities annually to evaluate their operating condition and request maintenance actions be taken if problems are observed.

The City of Salem Public Works Department also employs maintenance crews to maintain roadways and public conveyance systems located within public right-of-ways.

Stormwater facility types allowed by this MCIP Stormwater Management Plan include; vegetated swales, sand filters, detention ponds for flow control, various pre-treatment technologies, and proprietary devices. Recommended operation and maintenance of the approved facility types are shown in Tables 7.1, 7.2, 7.3, and 7.4.

Operation and maintenance of proprietary stormwater devices shall follow the manufacturer's recommendations.

Responsibility for maintenance of stormwater management facilities throughout the MCIP is defined in the "Stormwater Management Agreement".

Table 7.1:Recommended Operations and Maintenance for Vegetated Swales
Vegetated Swales are planted open channels that trap pollutants by filtering and slowing flows, allowing particles to settle out. All facility components, vegetation, and source controls shall be inspected for proper operations and structural stability, at a minimum, quarterly for the first 2 years from the date of installation, 2 times per year thereafter, and within 72 hours after each major flood event. The facility owner must keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:
Swale Inlet (such as curb cuts or pipes) shall maintain a calm flow of water entering the swale. • Source of erosion shall be identified and controlled when native soil is exposed or erosion channels are forming. • Sediment accumulation shall be hand-removed with minimum damage to vegetation using proper erosion control measures. Sediment shall be removed if it is more than 4" thick or so thick as to damage or kill vegetation. • Inlet shall be cleared when conveyance capacity is plugged. Sources of sediment and debris shall be identified and corrected. • Rock splash pads shall be replenished to prevent erosion.
Side Slopes shall be maintained to prevent erosion that introduces sediment into the swale. • Slopes shall be stabilized and planted using appropriate erosion control measures when native soil is exposed or erosion channels are forming.
Swale Media shall allow stormwater to percolate uniformly through the landscape swale. • Debris in quantities that inhibit operation shall be removed upon discovery.

Swale Outlet shall maintain sheet flow of water exiting swale unless a collection drain is used. Source of erosion damage shall be identified and controlled when native soil is exposed or erosion channels are forming.

- Outlets such as drains and overland flow paths shall be cleared when 50% of the conveyance capacity is plugged.
- Sources of sediment and debris shall be identified and corrected.

Vegetation shall be healthy and dense enough to provide filtering while protecting underlying soils from erosion. Mulch shall be replenished as needed to ensure survival of vegetation.

- Vegetation, large shrubs or trees that interfere with landscape swale operation shall be pruned or removed.
- Fallen leaves and debris from deciduous plant foliage shall be removed if necessary.
- Nuisance and prohibited vegetation from the Pre-Approved Plant List (such as blackberries and English Ivy) shall be removed when discovered. Invasive vegetation contributing up to 25% of vegetation of all species shall be removed and replaced.
- Dead vegetation and woody material shall be removed to maintain less than 10% of area coverage or when swale function is impaired. Vegetation shall be replaced within 3 months, or immediately if required to maintain cover density and control erosion where soils are exposed.

Spill Prevention measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.

Training and/or written guidance information for operating and maintaining swales shall be provided to all property owners and tenants within the Mill Creek Industrial Park. A copy of the O&M Plan shall be provided to all property owners and tenants.

Access to the swale shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable.

- Obstacles preventing maintenance personnel and/or equipment access to the swale shall be removed.
- Gravel or ground cover shall be added if erosion occurs, e.g., due to vehicular or pedestrian traffic.

Insects & Rodents shall not be harbored in the sand filter. Pest control measures shall be taken when insects/rodents are found to be present.

- If sprays are considered, then a mosquito larvicide, such as Bacillus thurendensis can be applied only if absolutely necessary, and only by a licensed individual or contractor.
- Holes in the ground located in and around the sand filter shall be filled.

Check Dams shall control and distribute flow.

- Causes for altered water flow shall be identified, and obstructions cleared upon discovery.
- Causes for channelization shall be identified and repaired.

Table 7.2: Recommended Operations and Maintenance for Sand Filters
Sand filters consist of a layer of sand in a structural box used to trap pollutants. The water filters through the sand and then flows into the surrounding soils or an underdrain system that conveys the filtered stormwater to a discharge point. All facility components, vegetation, and source controls shall be inspected for proper operations and structural stability. These inspections shall occur, at a minimum, quarterly for the first 2 years from the date of installation, and 2 times per year thereafter, and within 72 hours after each major storm event. The facility owner must keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:
Filter Inlet shall allow water to uniformly enter the sand filter as calm flow, in a manner that prevents erosion. • Inlet shall be cleared of sediment and debris when 40% of the conveyance capacity is plugged. • Source of erosion shall be identified and controlled when native soil is exposed or erosion channels are forming. • Sediment accumulation shall be hand-removed with minimum damage to vegetation using proper erosion control measures. Sediment shall be removed if it is more than 4 inches thick or so thick as to damage or kill vegetation. • Rock splash pads shall be replenished to prevent erosion.
Reservoir receives and detains stormwater prior to infiltration. If water does not drain after a storm event within a period specified in the design, sources of clogging shall be identified and corrective action taken. • Debris in quantities sufficient to inhibit operation shall be removed routinely (e.g., no less than quarterly), or upon discovery. • Structural deficiencies in the sand filter box including rot, cracks, and failure shall be repaired upon discovery.
Filter Media shall allow stormwater to percolate uniformly through the sand filter. If water remains 36-48 hours after storm, sources of possible clogging shall be identified and corrected. • Sand filter shall be raked and if necessary, the sand/gravel shall be excavated, and cleaned or replaced. • Sources of restricted sediment or debris (such as discarded lawn clippings) shall be identified and prevented. • Debris in quantities sufficient to inhibit operation shall be removed no less than quarterly, or upon discovery. • Holes that are not consistent with the design structure and allow water to flow directly through the sand filter to the ground shall be filled.
Underdrain Piping (where applicable) shall provide drainage from the sand filter, and Cleanouts (where applicable) located on laterals and manifolds shall be free of obstruction, and accessible from the surface. • Underdrain piping shall be cleared of sediment and debris when conveyance capacity is plugged. Cleanouts may have been constructed for this purpose. • Obstructions shall be removed from cleanouts without disturbing the filter media.
Overflow or Emergency Spillway conveys flow exceeding reservoir capacity to an approved stormwater receiving system. • Overflow spillway shall be cleared of sediment and debris when 50% of the conveyance capacity is plugged. • Source of erosion damage shall be identified and controlled when erosion channels are forming. • Rocks or other armament shall be replaced when sand is exposed and eroding from wind or rain.

Vegetation

- Vegetation, large shrubs or trees that limit access or interfere with sand filter operation shall be pruned.
- Fallen leaves and debris from deciduous plant foliage shall be raked and removed.
- Nuisance and prohibited vegetation from the Pre-Approved Plant List (such as blackberries and English Ivy) shall be removed when discovered. Invasive vegetation contributing up to 25% of vegetation of all species shall be removed and replaced.

Spill Prevention measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.

Training and/or written guidance information for operating and maintaining swales shall be provided to all property owners and tenants within the Mill Creek Industrial Park. A copy of the O&M Plan shall be provided to all property owners and tenants.

Access to the swale shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable.

- Obstacles preventing maintenance personnel and/or equipment access to the swale shall be removed.
- Gravel or ground cover shall be added if erosion occurs, e.g., due to vehicular or pedestrian traffic.

Insects & Rodents shall not be harbored in the sand filter. Pest control measures shall be taken when insects/rodents are found to be present.

- If sprays are considered, then a mosquito larvicide, such as Bacillus thurendensis can be applied only if absolutely necessary, and only by a licensed individual or contractor.
- Holes in the ground located in and around the sand filter shall be filled.

Table 7.3: Recommended Operations and Maintenance for Pre-Treatment Facilities
Pre-treatment facilities operate using the law of gravity to settle large particles and on the principal that oil and water are immiscible (do not mix) and have different densities. Oil, being less dense than water, floats to the surface. Variations on the pre-treatment device can include a sedimentation manhole or an oil/water separator. Some proprietary devices enhance settling by altering the internal hydrodynamics. Pre-treatment facilities shall be inspected and cleaned quarterly. The facility owner must keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:
Inlet Pipe shall be inspected for clogging or leaks where it enters the facility during every inspection and cleanout. • Debris/sediment that is found to clog the inlet shall be removed, tested, and disposed of in accordance with applicable federal and state requirements.
Facility Chamber shall be inspected for cracks or damage during each inspection. • Cleanout shall be done in a manner to minimize the amount of trapped oil entering the outlet pipe. If there is a valve on the outlet pipe it shall be closed otherwise the outlet will be plugged prior to cleanout. • Water and oil shall be removed, tested, and disposed of in accordance with regulations. Grit and sediment that has settled to the bottom of the chamber shall be removed during each cleaning • Cleaning shall be done without use of detergents or surfactants. A pressure washer may be used if necessary.
Absorbent Pillows and Pads (where applicable) absorb oil from the separation chamber. • Replacement shall occur at least twice a year, in the spring and fall, or as necessary to retain oil-absorbing function.
Outlet Pipe shall be inspected for clogging or leaks where it exits the facility. Particular attention shall be paid to ensure that the joint where the tee joins the outlet pipe is water tight. • Debris/sediment that is found to clog the outlet shall be removed, tested, and disposed of in accordance with applicable federal and state requirements.
Vegetation such as trees should not be located in or around the pre-treatment facility because roots can penetrate the unit body, and leaves from deciduous trees and shrubs can increase the risk of clogging. • Large shrubs or trees that are likely to interfere with facility operation shall be identified at each inspection and removed.
Source Control measures typically include structural and non-structural controls. Non-structural controls can include street sweeping and other good house keeping practices. • Source control measures shall be inspected and maintained.
Spill Prevention measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.
Training and/or written guidance information for operating and maintaining swales shall be provided to all property owners and tenants within the Mill Creek Industrial Park. A copy of the O&M Plan shall be provided to all property owners and tenants.
Access to the swale shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable. • Obstacles preventing maintenance personnel and/or equipment access to the swale shall be removed. • Gravel or ground cover shall be added if erosion occurs, e.g., due to vehicular or pedestrian traffic.
Insects & Rodents shall not be harbored in the sand filter. Pest control measures shall be taken when insects/rodents are found to be present. • If sprays are considered, then a mosquito larvicide, such as Bacillus thurendensis can be applied only if absolutely necessary, and only by a licensed individual or contractor. • Holes in the ground located in and around the sand filter shall be filled.

Table 7.4: Recommended Operations and Maintenance for Detention Ponds For Flow Control
Detention Ponds are constructed ponds with temporary storage for the detention of large storm events. The stormwater is stored and released slowly over a matter of hours. All facility components, vegetation, and source controls shall be inspected for proper operations and structural stability. These inspections shall occur, at a minimum, quarterly for the first 2 years from the date of installation, and 2 times per year thereafter, and within 48 hours after each major storm event. The facility owner must keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

Pond Inlet shall assure unrestricted stormwater flow to the pond.
• Inlet pipe shall be cleared when conveyance capacity is plugged. Sources of sediment and debris shall be identified and corrected.
• Determine if pipe is in good condition:
  o If more than 1 inch of settlement, add fill material and compact soils.
  o If alignment is faulty, correct alignment.
  o If cracks or openings exist indicated by evidence of erosion at leaks, repair or replace pipe as needed.

Forebay traps coarse sediments, reduces incoming velocity, and distributes runoff evenly over the wet pond. A minimum 1-foot freeboard shall be maintained. • Sediment buildup exceeding 50% of the facility capacity shall be removed every 2-5 years, or sooner if performance is being affected.

Embankment, Dikes, Berms & Side Slopes retain water in the wet pond.
• Slopes shall be stabilized using appropriate erosion control measures when native soil is exposed or erosion channels are forming.
• Structural deficiencies shall be corrected upon discovery:
  o If cracks exist, repair or replace structure.
  o If erosion channels deeper than 2 inches exist, stabilize surface. Sources of erosion damage shall be identified and controlled.

Control Devices (e.g., weirs, baffles, orifices, etc.) shall direct and reduce flow velocity. Structural deficiencies shall be corrected upon discovery: • If cracks exist, repair or replace structure. • Control devices shall be cleared when 25% of the conveyance capacity is plugged.
Overflow Structure conveys flow exceeding reservoir capacity to an approved stormwater receiving system. • Overflow structure shall be cleared when 50% of the conveyance capacity is plugged. Sources of sediment and debris shall be identified and corrected. • Sources of erosion damage shall be identified and controlled when native soil is exposed at the top of overflow structure or erosion channels are forming. • Rocks or other armoring shall be replaced when only one layer of rock exists above native soil.
Sediment & Debris Management shall prevent loss of pond storage volume caused by sedimentation. • Ponds shall be dredged when 1 foot of sediment accumulates in the pond bottom. • Gauges located at the opposite ends of the wet pond shall be maintained to monitor sedimentation. Gauges shall be checked 2 times per year.

- Sources of restricted sediment or debris, such as discarded lawn clippings, shall be identified and prevented.
- Debris in quantities sufficient to inhibit operation shall be removed routinely, e.g. no less than quarterly, or upon discovery.

Vegetation shall be healthy and dense enough to provide filtering while protecting underlying soils from erosion and minimizing solar exposure of open water areas.

- Mulch shall be replenished as needed to ensure survival of vegetation.
- Vegetation, large shrubs or trees that interfere with pond operation shall be pruned or removed.
- Fallen leaves and debris from deciduous plant foliage shall be removed if necessary.
- Nuisance and vegetation prohibited from the Pre-Approved Plant List (such as blackberries and English Ivy) shall be removed when discovered. Invasive vegetation contributing up to 25% of vegetation of all species shall be removed and replaced.
- Dead vegetation and woody material shall be removed to maintain less than 10% of area coverage or when pond function is impaired. Vegetation shall be replaced within 3 months, or immediately if required to maintain cover density and control erosion where soils are exposed.

Spill Prevention measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.

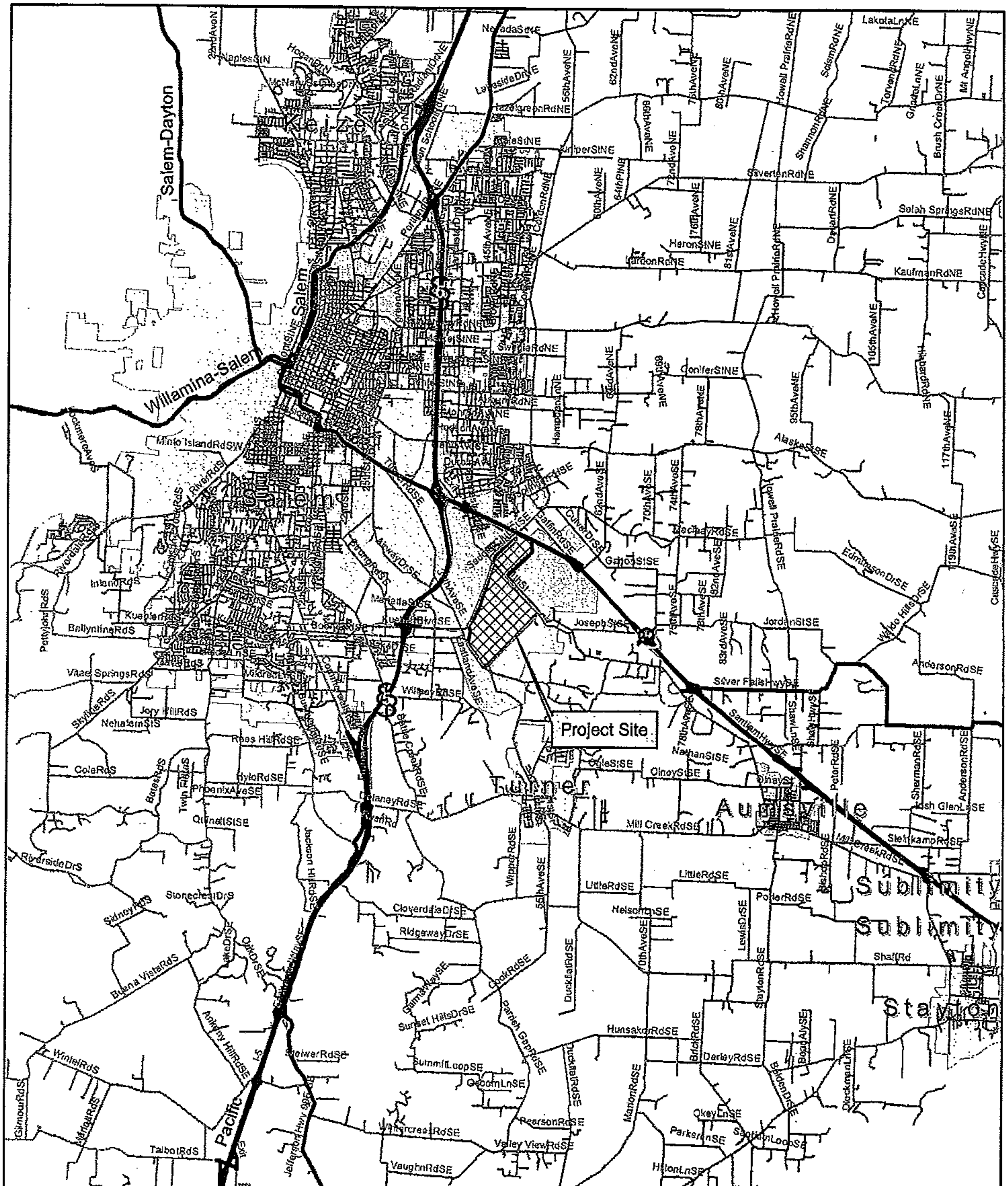
Training and/or written guidance information for operating and maintaining swales shall be provided to all property owners and tenants within the Mill Creek Industrial Park. A copy of the O&M Plan shall be provided to all property owners and tenants.

Access to the swale shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable.

- Obstacles preventing maintenance personnel and/or equipment access to the swale shall be removed.
- Gravel or ground cover shall be added if erosion occurs, e.g., due to vehicular or pedestrian traffic.

Insects & Rodents shall not be harbored in the sand filter. Pest control measures shall be taken when insects/rodents are found to be present.

- If sprays are considered, then a mosquito larvicide, such as Bacillus thurendensis can be applied only if absolutely necessary, and only by a licensed individual or contractor.
- Holes in the ground located in and around the sand filter shall be filled.



CITY OF Salem AT YOUR SERVICE
555 Liberty St SE
Salem, OR 97301

M.C.I.P. Master Plan

City of Salem Marion County, Oregon

Vicinity Map

0 1 2 Miles

otak
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Otak Proj. No.
12155

Date
February 15, 2006

Figure 1

Mill Creek Industrial Park

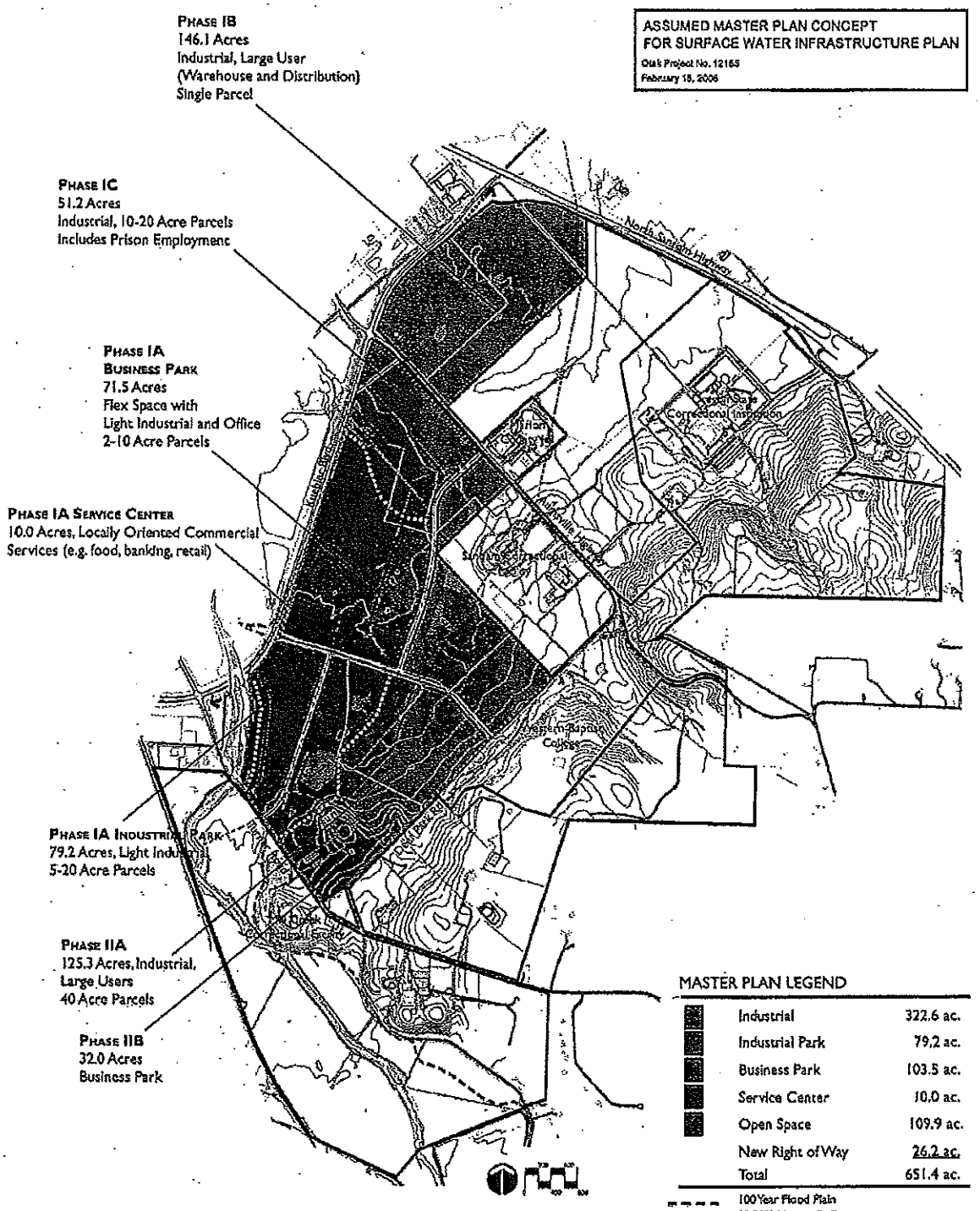
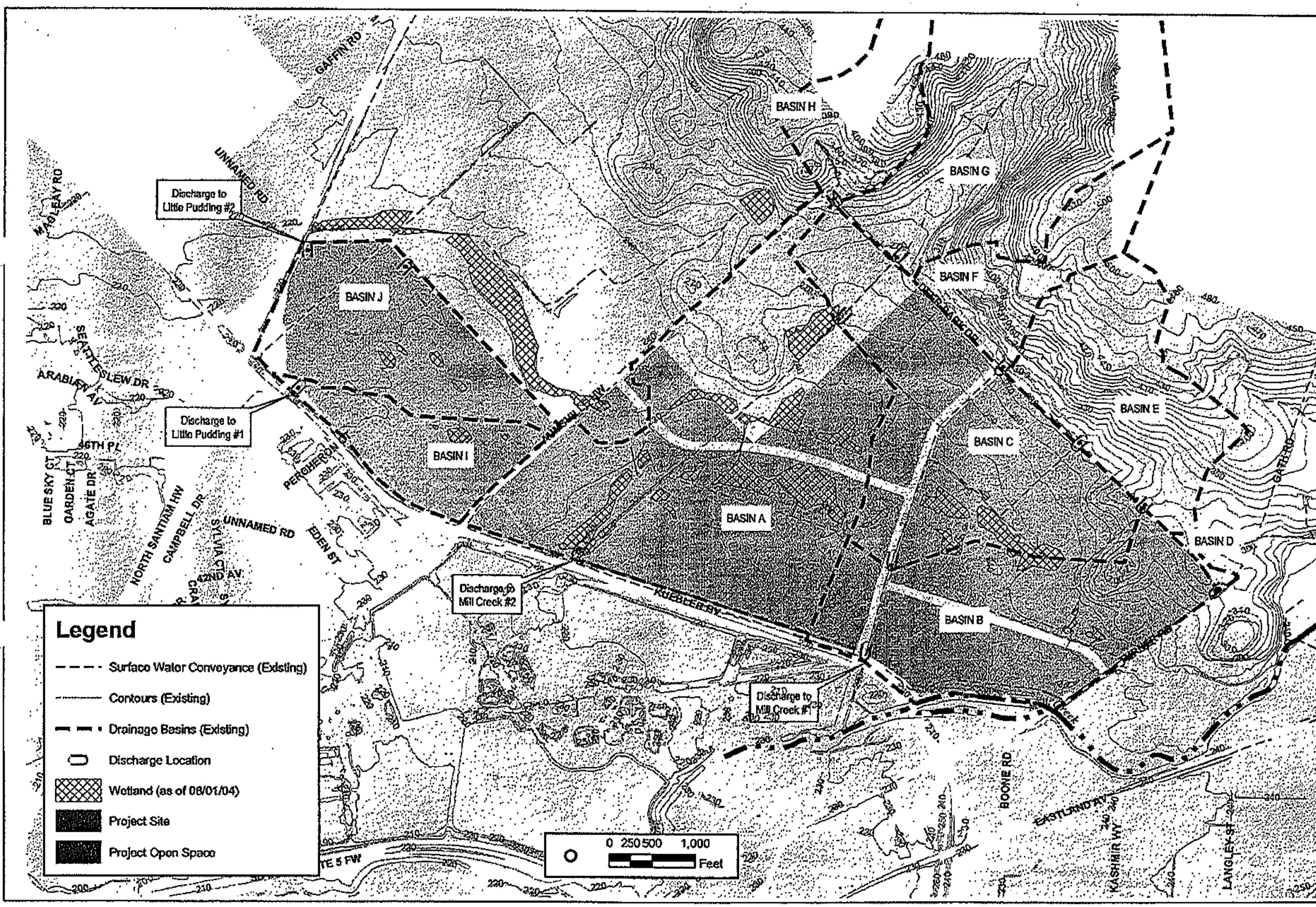


Figure 2

A Collaboration between the State of Oregon and City of Salem



February 16, 2006

KJT

KJT

City of Salem
555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park Master Plan

City of Salem Marion County, Oregon

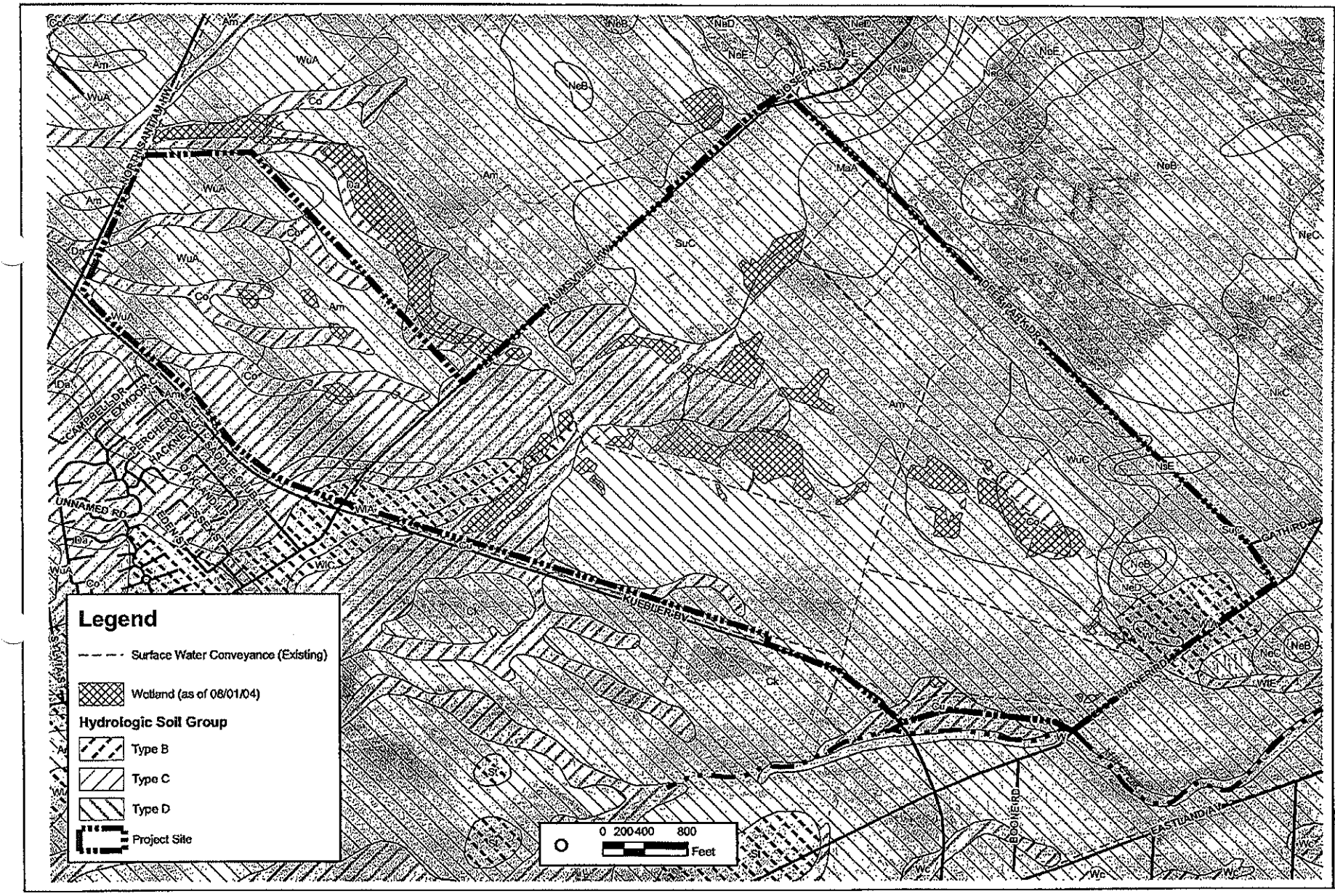
SURFACE WATER MANAGEMENT
EXISTING DRAINAGE BASINS MAP

otak

17355 SW Boones Ferry Road
Lake Oswego, Oregon 97035
Phone: (503) 635-3618
Fax: (503) 635-5395

12155

Figure 3



February 15, 2006

Designed: KITAGE

Drawn/Checked:

City of Salem
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Salem, OR 97301

Mill Creek Industrial Park Master Plan

City of Salem Marion County, Oregon

SURFACE WATER MANAGEMENT

NRCS SOILS SURVEY MAP

otak

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Lake Oswego, Oregon 97035
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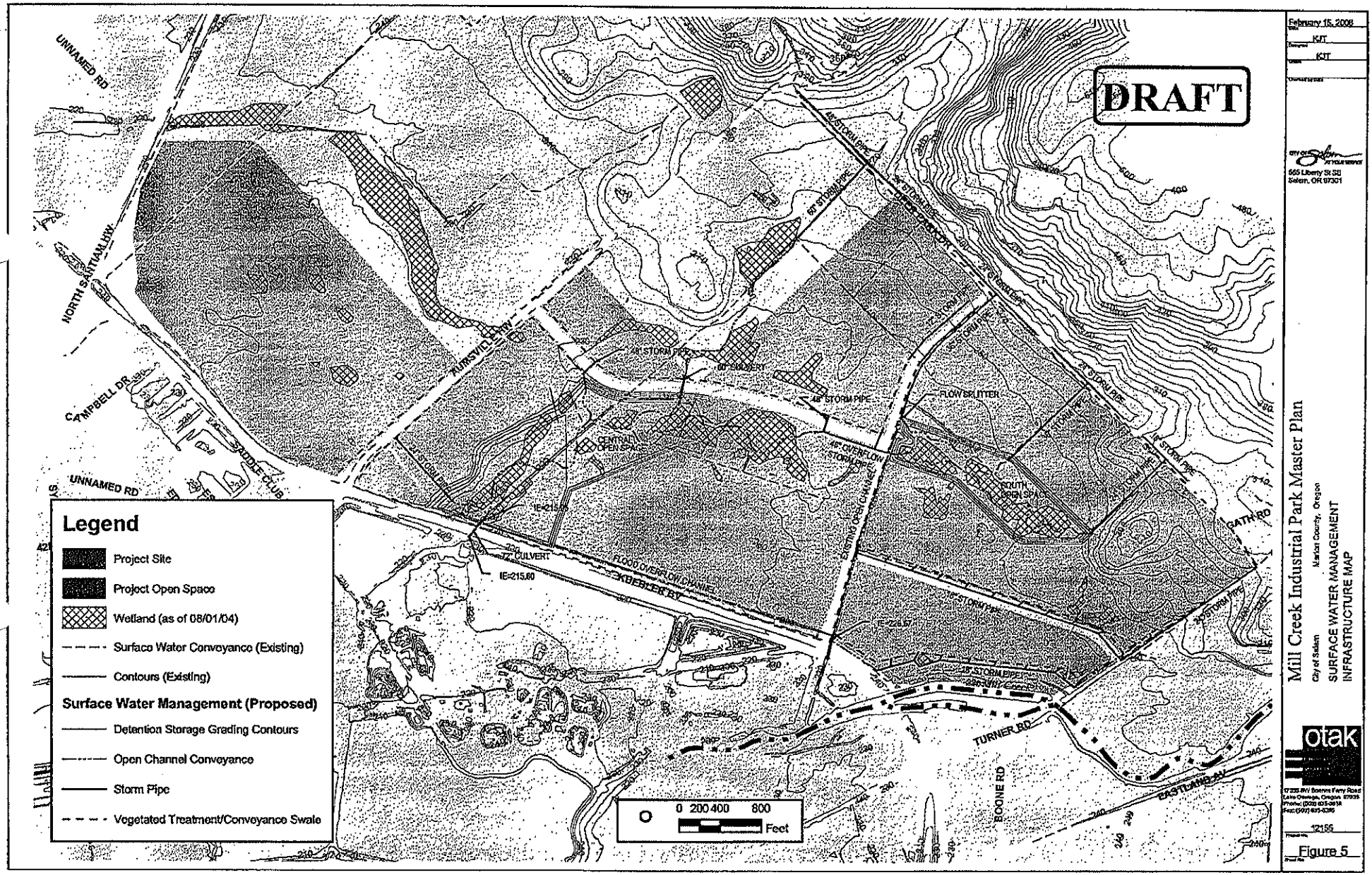
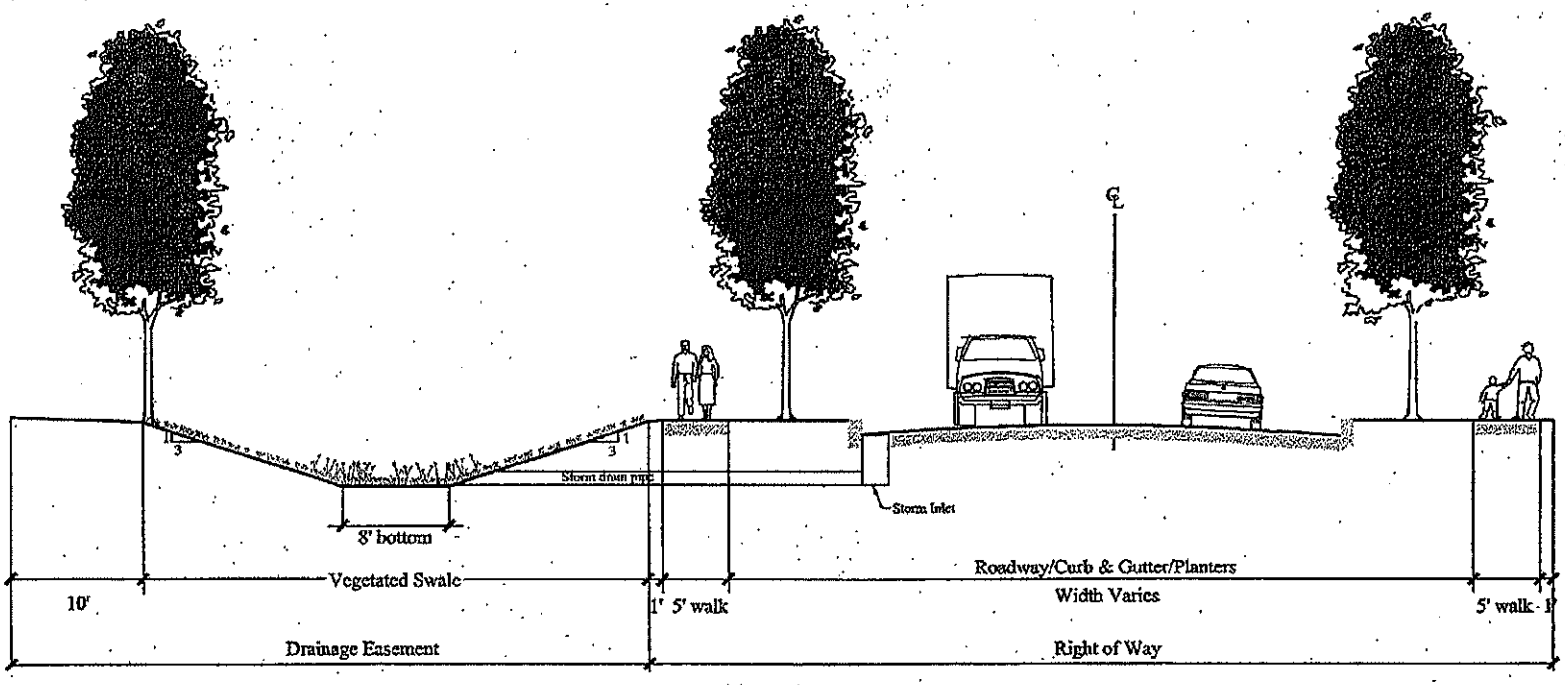
Fax: (503) 635-5395

12165

Figure 4


DRAFT
Legend
Project Site
Project Open Space
Wetland (as of 08/01/04)
Surface Water Conveyance (Existing)
Contours (Existing)
Surface Water Management (Proposed)
Detention Storage Grading Contours
Open Channel Conveyance
Storm Pipe
Vegetated Treatment/Conveyance Swale
0 200 400 800
Feet
UNNAMED RD
NORTH SANTIAM HWY
CAMPBELL DR
SADDLE CLUB
TURNSVILLE HWY
KUEBLER BV
FLOOD OVERFLOW CHANNEL
CULVERT
IE=215.60
CENTRAL OPEN SPACE
SOUTH OPEN SPACE
FLOW SPLITTER
48" STORM PIPE
42" STORM PIPE
36" STORM PIPE
30" STORM PIPE
24" STORM PIPE
18" STORM PIPE
15" STORM PIPE
60" CULVERT
48" OVERFLOW STORM PIPE
SISTING OPEN CHANNEL
GATH RD
TURNER RD
BOONE RD
EASTLAND AV
February 15, 2008
KJT
KJT
City of Salem
555 Liberty St SE
Salem, OR 97301
Mill Creek Industrial Park Master Plan
City of Salem Marion County, Oregon
SURFACE WATER MANAGEMENT
INFRASTRUCTURE MAP
otak
12156
Figure 5



Right of Way Cross-Section

AUMSVILLE HWY.

PRELIMINARY

February 15, 2000

KIT

KIT

555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park Master Plan

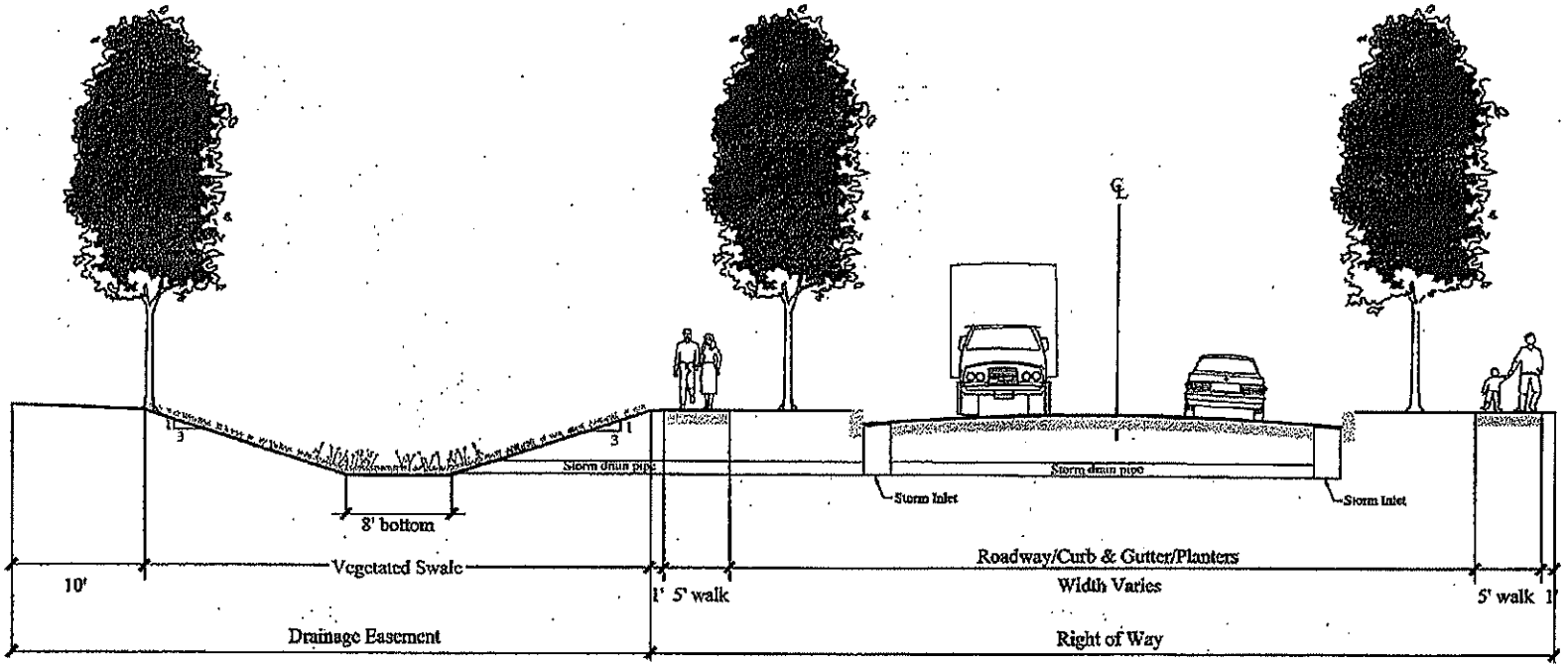
City of Salem Marion County, Oregon

RIGHT-OF-WAY CROSS-SECTION
CONCEPTUAL ILLUSTRATION - AUMSVILLE HWY.

otak

12155

Figure 6A



Right of Way Cross-Section

NEW NORTH-SOUTH RD.

PRELIMINARY

February 15, 2006

K/T

K/T

555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park Master Plan

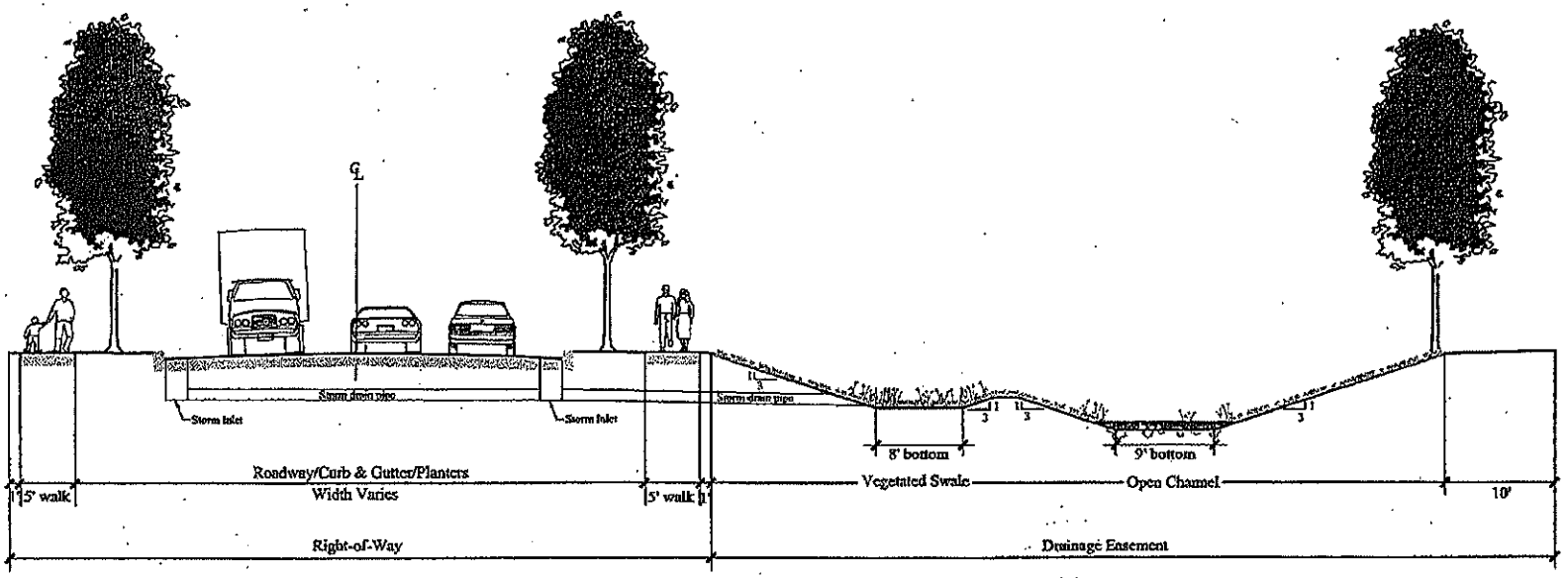
City of Salem Marion County, Oregon

RIGHT-OF-WAY CROSS-SECTION
CONCEPTUAL ILLUSTRATION - NEW NORTH-SOUTH RD.

otak

12155

Figure 6B



Right of Way Cross-Section

NEW EAST-WEST RD.

PRELIMINARY

February 15, 2006

KJT

KJT

555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park Master Plan

City of Salem Marion County, Oregon

RIGHT-OF-WAY CROSS-SECTION
CONCEPTUAL ILLUSTRATION - NEW EAST-WEST RD.

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Lake Oswego, Oregon 97035
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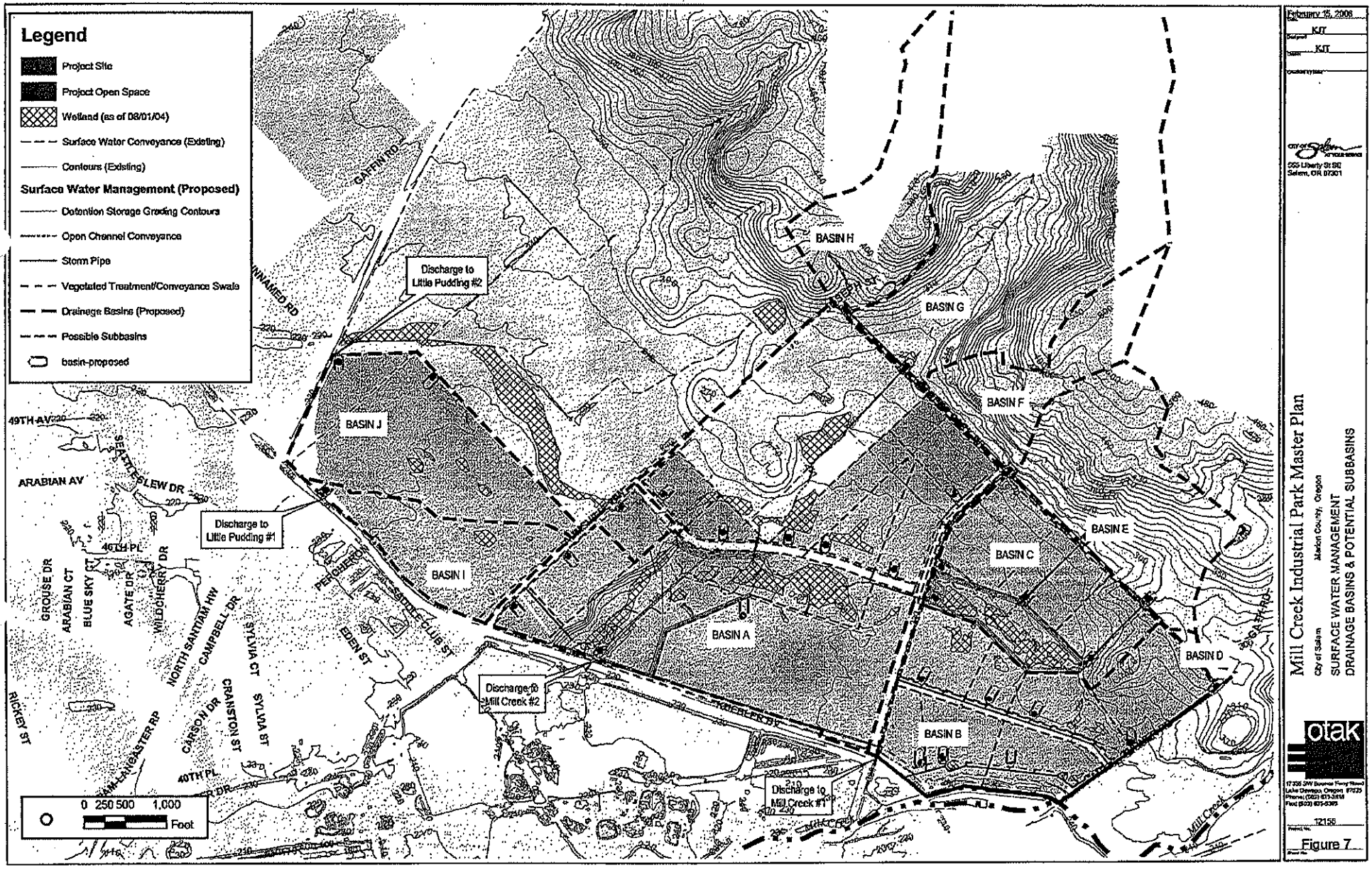
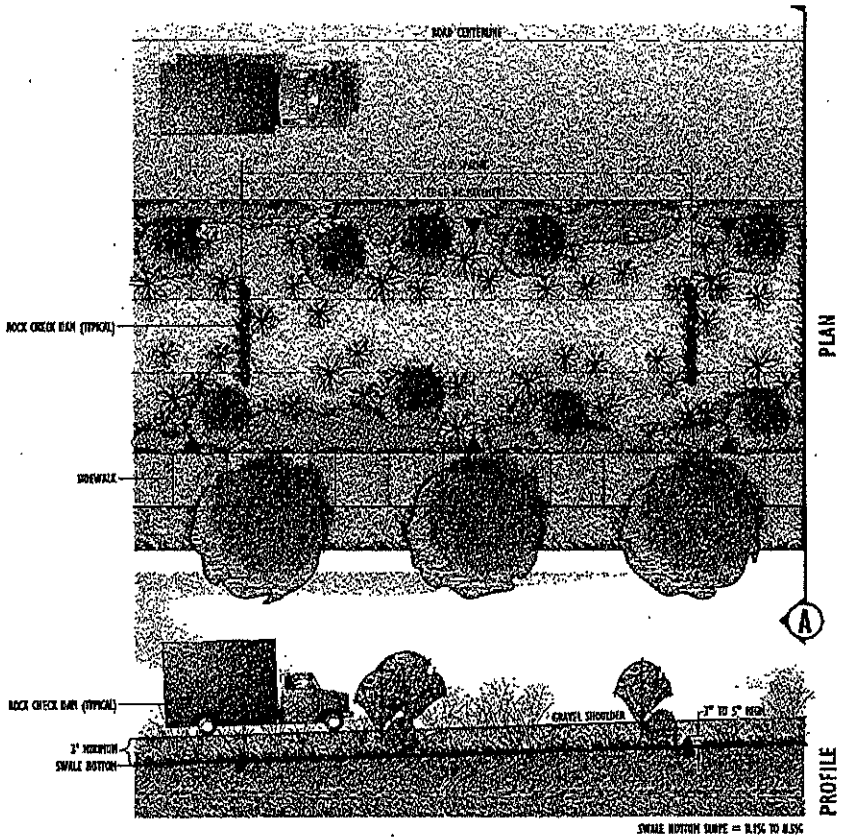
Fax: (503) 635-5395

12152

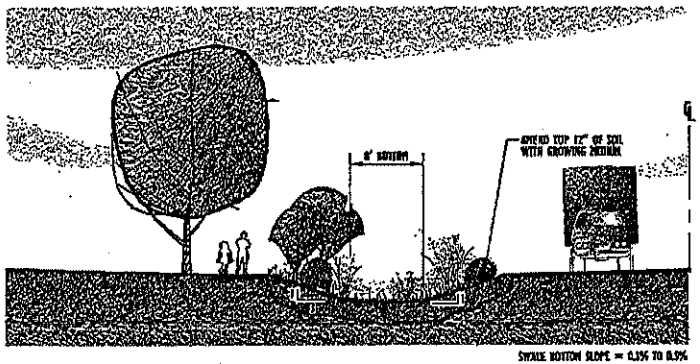
Figure 6C


Legend
Project Site
Project Open Space
Wetland (as of 08/01/04)
Surface Water Conveyance (Existing)
Contours (Existing)
Surface Water Management (Proposed)
Detention Storage Grading Contours
Open Channel Conveyance
Storm Pipe
Vegetated Treatment/Conveyance Swale
Drainage Basins (Proposed)
Possible Subbasins
basin-proposed
Discharge to Little Pudding #2
Discharge to Little Pudding #1
Discharge to Mill Creek #2
Discharge to Mill Creek #1
BASIN A
BASIN B
BASIN C
BASIN D
BASIN E
BASIN F
BASIN G
BASIN H
BASIN I
BASIN J
GAFFIN RD
UNNAMED RD
49TH AV
ARABIAN AV
SEATTLE SLEW DR
46TH PL
GROUSE DR
ARABIAN CT
BLUE SKY CT
AGATE DR
WILDCHERRY DR
NORTH SANTIAM HW
CAMPBELL DR
SYLVIA CT
SYLVIA ST
CRANSTON ST
CARSON DR
RICKEY ST
SAM LANGASTER RD
40TH PL
PERCHERON
EDEN ST
STONE CLUB ST
KRAEMER RD
0 250 500 1,000
Foot
February 15, 2006
KJT
KJT
Mill Creek Industrial Park Master Plan
City of Salem Marion County, Oregon
SURFACE WATER MANAGEMENT
DRAINAGE BASINS & POTENTIAL SUBBASINS
otak
12155
Figure 7



VEGETATED SWALE - TYPE I

NOT TO SCALE



(A) TYPICAL VEGETATED SWALE

NOT TO SCALE

PRELIMINARY

February 16, 2006

KJT

RH

City of Salem
AT YOUR SERVICE

555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park Master Plan

City of Salem Marion County, Oregon

VEGETATED SWALE - TYPE 1
TYPICAL DETAILS

otak

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Lake Oswego, Oregon 97035
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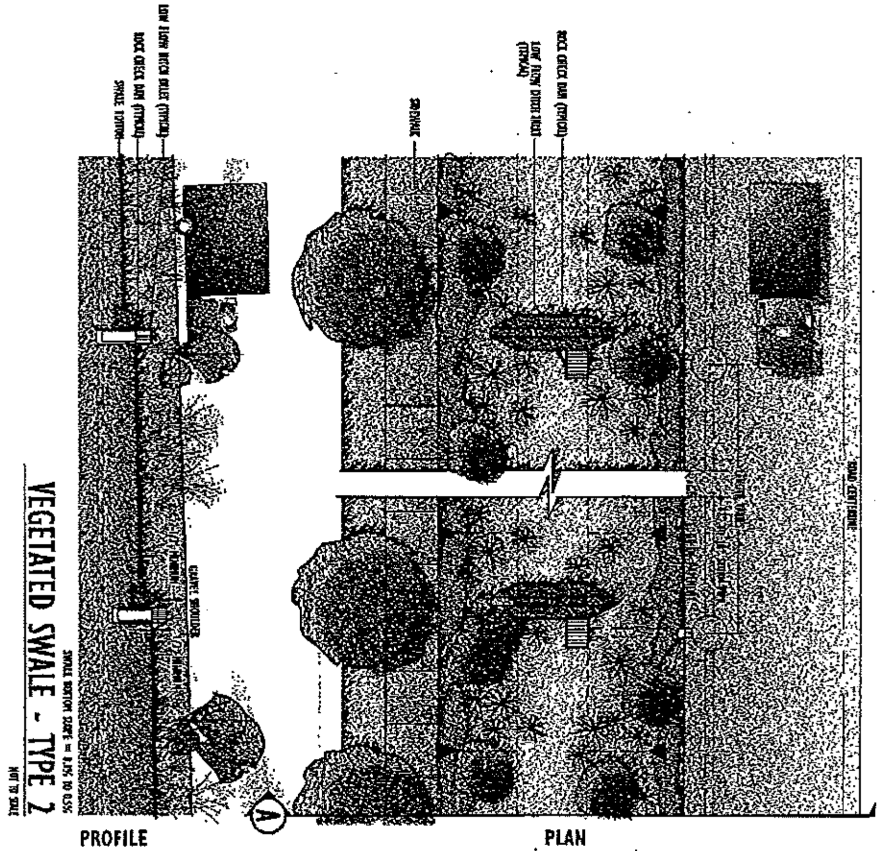
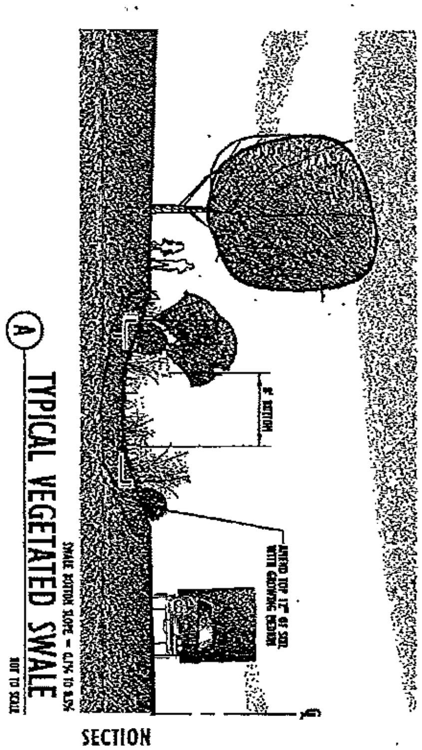
Fax: (503) 635-5395

12155

Figure 8





PRELIMINARY

otak

17355 SW Boones Ferry Road
Lake Oswego, Oregon 97035
Phone (503) 635-3618
Fax (503) 635-5395

Project 12155

Figure 9

Mill Creek Industrial Park Master Plan

City of Salem Marion County, Oregon

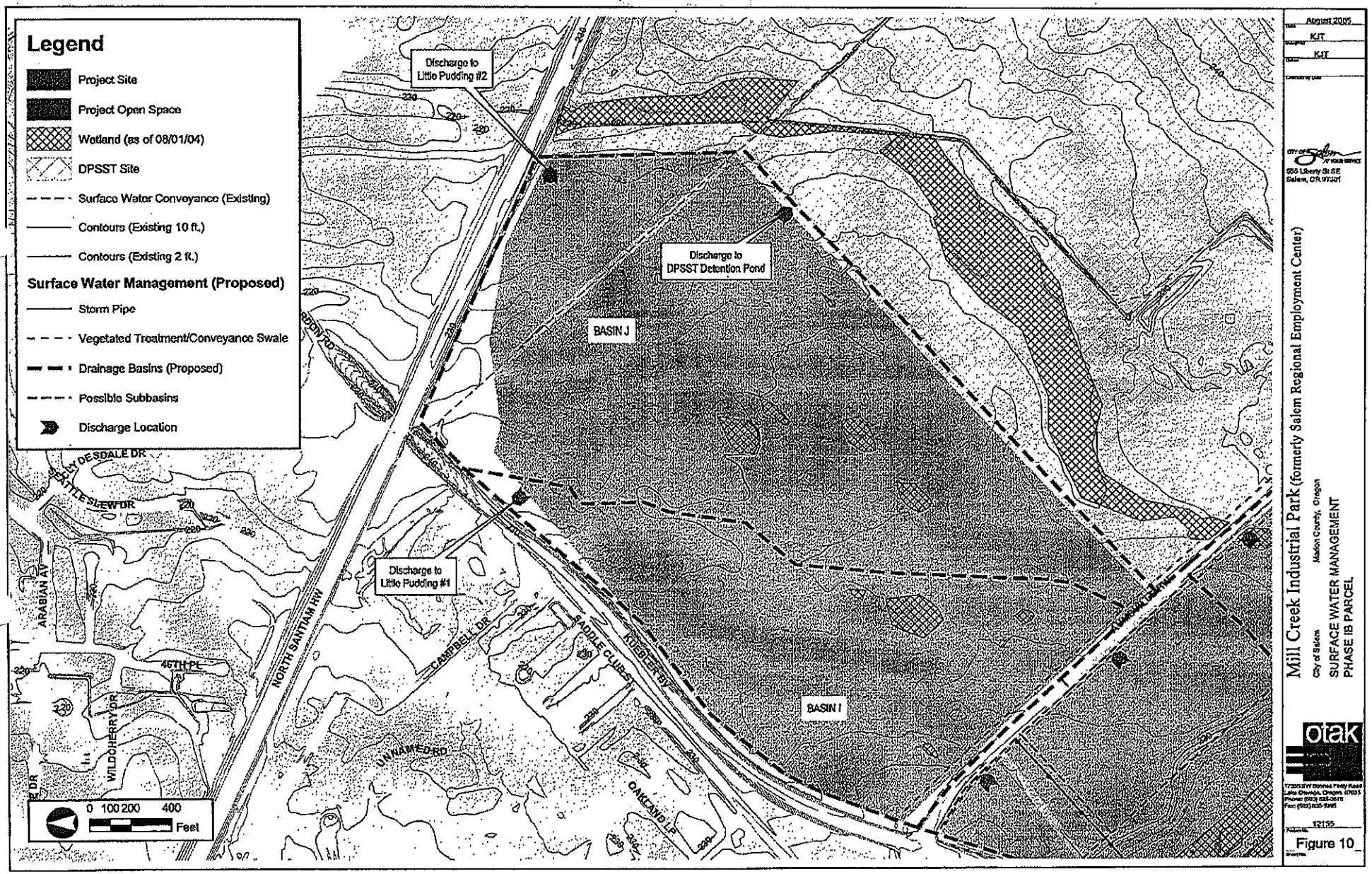
VEGETATED SWALE - TYPE 2
TYPICAL DETAILS

City of Salem
555 Liberty St SE
Salem, OR 97301

February 15, 2006

KJT

RH



August 2005

KJT

KJT

555 Liberty St SE
Salem, OR 97301

Mill Creek Industrial Park (formerly Salem Regional Employment Center)

City of Salem Marion County, Oregon

SURFACE WATER MANAGEMENT
PHASE IB PARCEL

otak

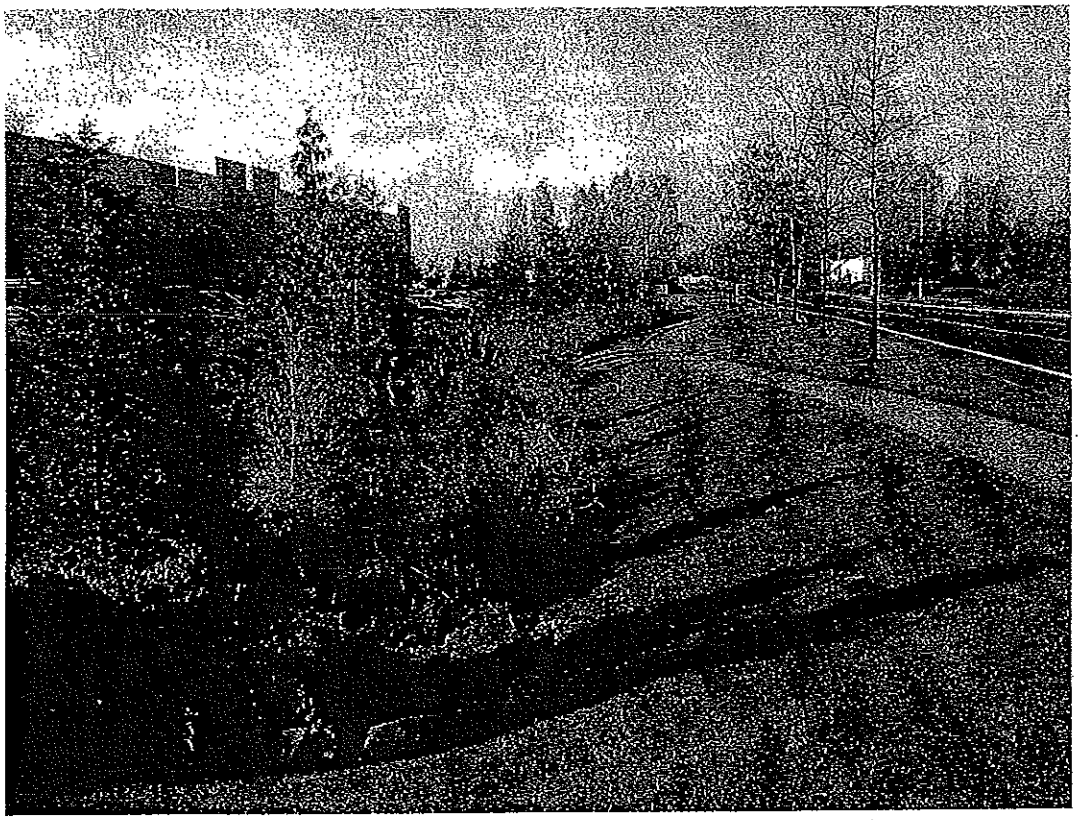
12155

Figure 10

ATTACHMENT B

MILL CREEK CORPORATE CENTER

Operation and Maintenance of Stormwater Facilities



December 2006

Water Quality Treatment at the Mill Creek Industrial Park

Correct operation and maintenance (O & M) is critical to the effectiveness of the water quality treatment facilities. Water discharged to the swales is first pre-treated on the private properties to remove large particles, trash, oil & grease, and other floatable materials. The water is then "polished" through the basic treatment methods, thereby removing suspended sediments and other pollutants. This cleaner water is then discharged to the open space areas of MCIP and supplies water to the regulated wetlands in these areas.

Vegetated Swales

Vegetated swales (aka "bioswales") are linear landscaped depressions used to collect, transport and treat stormwater runoff. They depend on vegetation to slow the flow of water to encourage sedimentation of pollutants. Swales also increase the opportunity for stormwater to infiltrate.

The vegetated swales should be aesthetic additions to the landscape, and be integrated into the overall site design. The swales, however, have their own specific O&M requirements that differ from the typical landscape maintenance. For instance, they are designed to not require mowing and depend on a variety and density of native plants to achieve their water quality objectives.

Swale Planting Requirements

Vegetation in and around stormwater management facilities should be limited to plant species included in Tables 1, 2, and 3, unless otherwise approved by the City of Salem. These tables are divided into planting zones in order to increase survival and longevity of the plant materials, and allow the swales to be ultimately self-sustaining. **These lists supersede the lists provided in the MCIP Stormwater Management Plan (Tables 2.2, 2.3, & 2.4, Otak, October 16, 2006).**

For specific swale design criteria, consult the MCIP Stormwater Management Plan (Otak, October 16, 2006).

Note: These lists supersede the lists provided in the MCIP Stormwater Management Plan (Tables 2.2, 2.3, & 2.4, Otak, October 16, 2006).

Table 1: Approved Plants for Wet to Moist Planting Zone (Swale Bottom to 1.5 feet up the side slope)	
Rushes, Sedges, Grasses and Groundcovers (Swale bottom only)	*Beckmannia syzigachne,* Slough grass *Camassia quamash,* Common Camas *Carex obnupta,* Slough Sedge *Deschampsia cespitosa,* Tufted hairgrass *Eleocharis ovata, E. palustris,* Spikerush *Festuca rubra,* Red fescue *Hordeum brachyantherum,* Meadow Barley *Juncus ensifolius,* Dagger-leaf Rush *Juncus oxymeris,* Pointed Rush *Juncus tenuis,* Slender Rush *Juncus patens,* Grooved Rush; Spreading Rush *Oenanthe sarmentosa;* water parsley *Glyceria occidentalis,* Manna Grass *Scirpus microcarpus,* Small flowered (or fruited) Bulrush *Sparganium emersum,* burreed *Veronica americana,* American speedwell
Ferns	*Athyrium filix-femina,* Lady Fern
Shrubs (Edges of swale and slopes only)	*Cornus sericea,* Redtwig Dogwood *Rosa pisocarpa,* Swamp Rose *Physocarpus capitatus,* Pacific Ninebark *Spiraea douglasii,* Douglas spiraea
Large Shrub / Small Tree (Edges of swale and slopes only, not within 20 feet of sewerlines)	*Salix hookeriana,* Hooker's Willow *Salix lucida* (or S. *lasiandra*), Pacific Willow *Salix scouleriana,* Scoulers Willow *Salix sessilifolia,* Soft leafed Willow *Salix sitchensis,* Sitka Willow
Conifer and Evergreen Trees (Slope only, not swale bottom)	*Thuja plicata,* Western red cedar
Deciduous Trees (Slope only, not swale bottom)	*Fraxinus latifolia,* Oregon ash *Alnus rubra/rhombifolia,* Red/white alder

Table 2: Approved Plants for Moist to Dry Planting Zone (Side slopes from 1.5 feet to 3 feet)	
Grasses and Groundcovers	*Aster subspicatus*, Douglas' Aster *Bromus carinatus*, California Brome Grass *Bromus sitchensis*, Alaska Brome *Bromus vulgaris*, Columbia Brome Grass *Lupinus micranthus*, Small Flowered Lupine *Sisyrinchium idahoense*, Blue-eyed Grass *Festuca occidentalis*, Western Fescue Grass *Festuca rubra*, Red fescue *Deschampsia cespitosa*, Tufted Hairgrass *Elymus glaucus*, Blue Wildrye Native wildflowers
Ferns	*Blechnum spicant*, Deer Fern *Polypodium glycerrhiza*, Licorice Fern *Polystichum munitum*, Sword Fern
Shrubs	*Berberis aquifolium*, Tall Oregon Grape *Berberis nervosa*, Dull Oregon Grape *Physocarpus capitatus*, Pacific Ninebark *Rosa gymnocarpa*, Baldhip Rose *Rosa nutkana*, Nootka Rose *Rosa pisocarpa*, Swamp Rose *Symphoricarpos albus*, Common Snowberry *Viburnum edule*, Highbush Cranberry
Large Shrub / Small Tree	*Acer circinatum*, Vine maple *Ceanothus sanguineus*, Oregon Redstem Ceanothus *Corylus cornuta*, Western Beaked Hazelnut *Holodiscus discolor*, Oceanspray *Philadelphis lewisii*, Mock Orange *Prunus emarginata* or *P.virginiana* Bitter or Choke Cherry *Rosa nutkana*, Nootka Rose *Rubus parviflorus*, Thimbleberry *Sambucus cerulea*, Blue elderberry *Sambucus racemosa*, Red elderberry *Rhamnus purshiana*, Cascara
Conifer and Evergreen Trees	*Calocedrus decurrens*, Incense cedar
Deciduous Trees	*Cornus nuttallii*, Western Flowering Dogwood *Quercus garryana*, Oregon White Oak *Fraxinus latifolia*, Oregon ash *Acer macrophyllum*, Bigleaf maple

Table 3: Approved Plants for Dry Planting Zones (Side slopes above 3 feet and upland)	
Grasses and Groundcovers	*Bromus carinatus*, California Brome Grass *Bromus sitchensis*, Alaska Brome *Bromus vulgaris*, Columbia Brome Grass *Arctostaphylos uva-ursi*, Kinnickinnick *Lupinus micranthus*, Small Flowered Lupine *Sisyrinchium idahoense*, Blue-eyed Grass *Festuca occidentalis*, Western Fescue Grass *Elymus glaucus*, Blue Wildrye Native wildflowers
Shrubs	*Gaultheria shallon*, Salal *Berberis aquifolium*, Tall Oregon Grape *Berberis nervosa*, Dull Oregon Grape *Ribes sanguineum*, Red-flowering Currant *Holodiscus discolor*, Oceanspray *Philadelphis lewisii*, Mock Orange *Symphoricarpos albus*, Common Snowberry *Vaccinium ovatum*, Evergreen huckleberry
Large Shrub / Small Tree	*Amelanchier alnifolia*, Western Saskatoon Serviceberry *Prunus emarginata* or *P.virginiana*, Chokecherry
Conifer and Evergreen Trees	*Calocedrus decurrens*, Incense cedar *Arbutus menziesii*, Madrone
Deciduous Trees	*Quercus garryana*, Oregon White Oak *Acer macrophyllum*, Big leaf maple

Invasive/Nuisance Plants

Invasive and nuisance plants are native or non-native species that have aggressive growth patterns and/or are harmful to humans. The following list presents species that may occur in the Salem area. This list may be modified as needed to include other plants deemed to be invasive or nuisance plants by the City of Salem or the Oregon Department of Agriculture.

The plants in Table 4 are considered invasive or nuisance plants and shall not be planted, seeded or allowed to become established in the vegetated swales or other landscape areas.

Table 4 Prohibited Plants

Scientific name	Common name
Acer platanoides	Norway maple
Acer saccharinum	Silver maple
Agropyron repens	Quackgrass
Ailanthus altissima	tree-of-heaven
Alliaria petiolata	garlic mustard
Ambrosia artemisiifolia	Ragweed
Ambrosia tomentosa	Skeletonleaf bursage
Anchusa officinalis	Common bugloss
Arum italicum	arum
Brachypodium sylvaticum	false-brome
Buddleia alternifolia	fountain butterfly bush

Scientific name	Common name
Centaurea species	Starthistle/knapweed species
Centranthus ruber	Jupiter's beard; red valerian
Circuta douglasii	Water hemlock
Cirsium arvense; C. vulgare	Canada thistle; common thistle
Clematis vitalba	traveler's-joy/Old man's beard
Conium maculatum	Poison hemlock
Convolvulus arvensis	Field morning glory
Convolvulus seppium	Lady's nightcap
Cortaderia selloana	Pampas grass
Crataegus monogyna	English hawthorn
Cyperus esulentus; C. rotundus	Yellow nutsedge; Purple nutsedge
Cytisus monspessulanas; C. striatus	French broom; Portuguese broom
Cytisus scoparius	Scotch broom
Daphne laureola	spurge laurel
Digitalis purpurea	foxglove
Dipsacus sylvestris; D. laciniatus	Common teasel; Cutleaf teasel
Egeria (Elodea) densa	Elodea, S. American waterweed
Eichhornia crassipes	water hyacinth
Elaeagnus sp	Russian olive
Erodium cicutarium	Crane's bill
Euphorbia esula	Leafy spurge
Foeniculum vulgare	fennel
Genista monspessulana	broom
Geranium lucidum	shining crane's-bill
Geranium robertianum	Robert's geranium
Glecoma hederacea	ground ivy; creeping Charlie
Halogeton glomeratus	Halogeton
Hedera helix	English ivy
Helianthus ciliaris	Texas blueweed
Hemizonia pungens	Spikeweed
Heracleum mantegazzianum	Giant Hogweed
Hieracium species	Hawkweed species
Hydrilla verticillata	Hydrilla
Ilex aquifolium	English holly
Iris pseudacorus	yellow flag iris
Laburnum watereri	Golden chain tree
Lamiastrum galeobdolan	yellow archangel
Lathyrus latifolius	sweet pea
Leontodon autumnalis	Fall dandelion
Ligustrum vulgare	common privet
Lonicera japonica	Japanese honeysuckle
Lotus corniculatus	birdsfoot trefoil
Lunaria annua	honesty; money plant
Lysimachia nummularia	moneywort
Lythrum salicaria	purple loosestrife
Melissa officinalis	lemon balm

Scientific name	Common name
Mentha pulegium	pennyroyal
Myriophyllum spp	parrot's feather, water-milfoils
Nymphaea odorata	water lily
Paulownia tomentosa	empress tree
Pennisetum spp.	fountain grass
Phalaris aquatica	Harding grass
Phalaris arundinacea	reed canarygrass
Polygonum coccineum	Water smartweed
Polygonum convolvulus	Climbing bindweed
Polygonum cuspidatum; P. polystachyum P. cuspidatum ×sachalinense	Japanese knotweed; Himalayan knotweed; Giant knotweed
Prunus laurocerasus	English laurel
Pueraria montana var. lobata (P. lobata)	kudzu
Rhus diversiloba	Poison oak
Rubus armeniacus (R. discolor)	Armenian (Himalayan) blackberry
Senecio jacobaea	Tansy ragwort
Silyburn marianum	Milk thistle
Solanum dulcamara	bittersweet nightshade
Solanum elaegnifolium	Silverleaf nightshade
Solanum nigrum	Garden nightshade
Solanum rostratum	Buffaloburr
Solanum sarrachoides	Hairy nightshade
Sorbus aucuparia	European mountain-ash
Sorghum halspense	Johnson grass
Spartina spp.	Cordgrass species
Taeniatherum caput-medusae	Medusahead rye
Tribulus terrestris	Puncturevine
Ulex europaeus	gorse
Utricularia vulgaris	Common bladderwort
Various bamboo spp.	Bamboo
Vinca major; Vinca minor	periwinkle; vinca
Xanthium spinoseum	Spiny cocklebur

For a complete list of noxious weeds, consult the Oregon Department of Agriculture (http://egov.oregon.gov/ODA/PLANT/weed_index.shtml)

Planting Density and Plant Establishment
Vegetation is a critical component of the swales and must be dense and healthy for maximum water quality treatment and effectiveness. Therefore, minimum planting density per 100 square feet is shown in Table 5.

Table 5 Vegetated Swale Plant Density

Qty	Plant Type	Size
1	Evergreen Tree or	5 gallon or equivalent
1	Deciduous Tree	Min. ht: 36-48"
2	Large shrubs/small trees	Min. ht.: 24-36"
4	Shrubs	Min. ht.: 12-18"
--	Groundcover/emergents	1 per 12 inches on center, triangular spacing (bareroot, plug, rhizome or container, depending on species)
--	Seed mix	Seeding rate depends on species

Note: Check Salem Revised Code Chapter 132 for compliance with Landscaping requirements if trees in vegetated swale are to be used to meet the Landscaping ordinance.

Plants should be placed in appropriate zones within the swales to achieve maximum effectiveness, but not block inlets or outlets to the swales. Therefore, woody vegetation should be kept clear from the inlet and outlet structures for a distance of at least five feet.

Soil Preparation
Vegetated swales are appropriate for all soil types; however, there needs to be at least 12 inches of topsoil in the swale. Soils in the vegetated swales must be protected during construction to avoid compaction and thereby reduce infiltration.

Plant Establishment
The first three years after planting require extra maintenance considerations to ensure survival of the planted species and to reduce the establishment of weeds. Rodent barriers (browse protection), temporary irrigation systems, and more frequent weeding are advisable during the establishment period. Plantings and seeding needs to occur at the appropriate time of the year. Planting should occur in the fall or winter. Seeding should be done in the spring and fall. Spring seeding should be done before the end of spring rains. Fall seeding should be done prior to October 15 and may need to include soil stabilization measures such as mulch, or erosion control blanket.

Check Dams
Check dams in the swales are located to control and distribute flow. They shall be constructed of clean, durable materials such as rock. Check dams shall be 12 inches in length, the width of the swale, and 3 to 6 inches in height. Check dams should be placed approximately every 50 feet.

Sand Filters

Sand filters may be used in lieu of a vegetated swale in some situations of Mill Creek Industrial Park. Sand filters are a basic treatment facility used to trap pollutants. They consist of a layer of

sand in a structural box. The water filters through the sand in the filter reservoir and then flows into the surrounding soils or an under-drain system that conveys the filtered stormwater to a designated discharge point. All facility components need to be inspected for operations and structural stability.

Detention Basins

Detention basins at the MCIP site are only allowed in order to regulate runoff volumes to prevent flooding. They are not allowed for water quality on this site. The detention ponds are constructed areas that temporarily store excess rainwater during large storm events. When the amount of stormwater in underground piping approaches capacity, water will begin to back up into the detention basin. The water is stored and released slowly over a matter of hours.

Detention basins should be seeded and planted using plant materials and densities similar to the vegetated swales. Vegetation, landscaping, or other uses of the basin area should not interfere with the functioning of, or access to, basin and stormwater infrastructure (pipes, catchbasins, manholes, etc.). Also, materials that could leach pollutants or pose a hazard to people or wildlife should not be placed within the basin, such as chemically treated wood or lumber. In addition, materials that can block drainage, such as mulch, gravel or other small sized landscape materials should not be used.

Planting Density and Plant Establishment

Detention basins, like vegetated swales, have different planting zones based on their hydroperiod. Use Tables 1 to 4 for recommended and prohibited plant materials to be used. Minimum planting density per 250 square feet is shown in Table 6.

Table 6 Detention Basin Plant Density

Qty	Plant Type	Size
4	Large shrubs/small trees	Min. ht.: 24-36"
6	Shrubs	Min. ht.: 12-18"
--	Groundcover/emergents	1 per 12 inches on center, triangular spacing (bareroot, plug, rhizome or container, depending on species)
--	Seed mix	Seeding rate depends on species

Note: Check Salem Revised Code Chapter 132 for compliance with Landscaping requirements if detention basin plantings are to be used to meet the Landscaping ordinance.

Plants should be placed in appropriate zones within the basins to achieve maximum effectiveness, but not block inlets or outlets. Therefore, woody vegetation should be kept clear from the inlet and outlet structures for a distance of at least 5 feet.

Soil Preparation

Following site clearing and grading, all disturbed basin subsoil should be tilled before capping with 18 inches of topsoil.

Operation and Maintenance of Facilities

In order to ensure that the vegetated swales, sand filters and detention basins are working as designed, a written log of inspection, maintenance, repair and replacement activities is required. A series of inspection check lists are presented to assist in the preparation of the Maintenance Log. The checklists distinguish between the maintenance appropriate for a three-year plant establishment period and expected long-term maintenance. In addition, the following information needs to be documented:

a) A site plan clearly showing location of water quality pre-treatment and basic treatment facilities.
b) An O&M inspection schedule that demonstrates how the maintenance/inspection activities relate to storm events and seasonal issues.
c) Identification of equipment and materials required to perform the maintenance, repair or replacement.

Instructions for Inspection Checklist

Use photocopies of the following pages, or you may develop your own electronic copies. Check off the problems you look for each time you do an inspection. Add comments on problems found and actions taken. Document facility conditions with photographs. Some items do not need to be looked at every time an inspection is done. Use the suggested frequency at the left of each item as a guideline for your minimum inspection frequency.

If you have technical, operational, or maintenance questions, call the City of Salem Public Works Department (phone numbers shown at the end of this document). Please do not hesitate to call, especially if you are unsure whether a situation you have discovered may be a problem.

When compiling the Checklist, use the following as a guide for inspection frequencies:
A = Annually, e.g., once in late summer (preferably September)
E = Establishment period (three years following planting/seeding)
M = Monthly
S = After any major storm (use 1-inch in 24-hours as a guideline)
Q = Quarterly

Operation and Maintenance
INSPECTION CHECKLIST COVER SHEET

Business/ Property Owner

Name(s):_____

_____

Date Inspected: _____

Property Location: _____

Inspection Period: _____

Number of Sheets Attached: _____

Name of Inspector: _____

Inspector's Signature: _____

OPERATION AND MAINTENANCE PLAN INSPECTION CHECKLIST

Key

A = Annual (March or April preferred)
E = Establishment Period (first 3 years after planting)
Q = Quarterly
M = Monthly
S = After Major Storms

Vegetated swales

Frequency	Treatment Systems Feature	√	Problem	Conditions To Check For	Recommendations
M, S	General		Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose of appropriately.
M, S			Trash, or debris in or on swale outlet or trash rack	Trash or debris in front of the swale outlet is blocking capacity by more than 50%.	Remove trash or debris located immediately in front of, or on, swale outlet.
Q			Outlet is clogged with vegetation	Vegetation or roots growing in inlet/outlet pipe and is blocking capacity by more than 50%.	Remove or prune vegetation so that outlet is not clogged.
M, S			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth or 4-inches in depth.	Remove sediment by hand with minimal damage to vegetation. Check for upstream sources of erosion and rectify.
M,S			Erosion of Ground Surface	Noticeable rills are seen in swale or swale slopes.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
M	Check Dams		Rocks missing or moved or eroded	Check dam is not functioning as designed.	Replace rocks. Repair check dam to design standard.
A	Energy Dissipater Rock pad		Missing or moved rock	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standard.
Q			Insects	Mosquitoes become a health risk.	If sprays are necessary use only a mosquito larvicide such as *Bacillus thuringiensis*
A			Swale does not drain	Water stagnation occurs. Plant mortality due to standing water.	A survey may be needed to check grades. Grades need to be in 1-5% range if possible.
M,S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, or gasoline. Obnoxious color, odor, or sludge noted.	Determine source of pollution and rectify.
E/Q	Vegetation		Browse Protection	Browse protection missing or damaged on trees and single stemmed shrubs; or evidence of rodent damage. Mature vegetation growing into browse protection.	Replace or repair as needed. Secure mesh guards to ground with bamboo stake.
E/M (spring-summer)			Temporary irrigation system	Vegetation shows signs of water stress. Plant mortality due to drought or rot. Areas not covered by irrigation or excessive irrigation. System broken or vandalized.	Temporary system in good working order and adequate rate and coverage. Repair as necessary. Check system monthly spring-summer. Charge irrigation system in spring and winterize in fall. Check for leaks and coverage. Remove at end of establishment period.
E/A			Weeds	Competition between herbaceous and woody plants causing mortality or plant stress to trees and shrubs.	Reduce competition during establishment period by mulching around trees and shrubs on swale slopes (not swale bottom). Apply 3-inch deep mulch around base, but not in direct contact with stem.
E/Q			Invasive/nuisance vegetation/weeds	Weeds growing in more than 20% of the swale and adjacent slopes. Dense grass or weeds competing with plants during establishment period.	Manually remove weedy vegetation or licensed applicator may spot spray using herbicide approved for use near water.

Frequency	Treatment Systems Feature	√	Problem	Conditions To Check For	Recommendations
A			Rodent holes	Evidence of rodent holes undermining slopes, check dams or swale. Swale not functioning as designed.	If necessary, rodents trapped or removed and damage repaired. Contact the Oregon Dept. of Fish and Wildlife for guidance.
A			Maintenance access inhibited by vegetation growth	Vegetation growth does not allow maintenance access or interferes with maintenance activity (i.e. silt removal, inlet or outlet maintenance). If vegetation is not interfering with access, leave alone.	Vegetation does not hinder maintenance activities. Selectively prune or remove vegetation to ensure adequate maintenance and function of swale.
A	Trees and shrubs		Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to remove dead or damaged limbs. Replace trees/shrubs with severe damage.
A				Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A				Trees or shrubs that are not adequately supported or are leaning over, causing exposure of the roots.	Place stakes and rubber-coated ties around young trees/shrubs for support.
A			Plant mortality	Trees or shrubs have died.	If possible, identify cause of death and take appropriate action. Replant trees or shrubs.
A			Bare soil	More than 10% of area is bare soil.	Reseed with appropriate seed mix.

Key

A = Annual (March or April preferred)
E = Establishment Period (first 3 years after planting)
Q = Quarterly
M = Monthly
S = After Major Storms

Sand Filters

Frequency	Drainage Systems Feature	√	Problem	Conditions To Check For	Recommendations
M,S	Filter Inlet		Filter inlet blocked by trash, debris, or sediment	Water is not spreading uniformly over filter. Inlet is blocked by debris, trash or sediment and conveyance capacity is reduced by 40%. Rock splash pads clogged or missing. Sediment accumulation more than 4 inches.	Grate is kept clean and allows water to enter. Identify and remedy source of sediment. Remove sediment if more that 4-inches accumulation. Repair or replenish rock splash pads to prevent erosion.
M,S	Filter Media		Water not percolating evenly through media.	Water remains longer than 36-48 hours after storm. Media clogged with debris or sediment. Holes in media allow bypassing of filter.	Rake sand filter and remove fallen leaves etc. If necessary, excavate and replace filter media. Fill any holes in media. Determine source of debris and repair or remove.
M,S			Erosion	Rills or sedimentation in filter.	Ensure water is entering slowly and spreading uniformly over filter media. Address outside sources of sedimentation.
Q	Filter Box		Failure of filter box	Rot, cracks, etc. in structure.	Structural problems should be repaired upon discovery.
M,S	Under-drain piping (if applicable)		Water not percolating evenly through media.	Piping plugged with sediment or debris.	Check cleanouts and remove sediment or debris to meet design specifications.
A	Access		Access to filter, spillway and/or cleanouts inhibited by vegetation	Trees or shrubs are inhibiting access to structural components of filter.	Prune vegetation to allow access to filter clean-outs and overflow systems. Remove vegetation if necessary.
M,S	Overflow or emergency spillway		Spillway or overflow conveyance reduced.	Spillway or overflow blocked by trash, debris, or sediment, and conveyance reduced by 50% or more.	Remove debris, trash and sediment from spillway or overflow. Identify sources of sediment and repair. Replace rock at outfall to reduce erosion.

OPERATION AND MAINTENANCE PLAN INSPECTION CHECKLIST

Key

A = Annual (March or April preferred)
E = Establishment Period (first 3 years after planting)
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Detention Basins

Frequency	Drainage Systems Feature	√	Problem	Conditions To Check For	Recommendations
Q	Vegetation		Invasive/nuisance vegetation/weeds	Presence of nuisance/invasive plants. Weeds growing in more than 25% of the pond and adjacent slopes.	Nuisance/invasive plants removed when discovered and shall not be more than 25% coverage. Manually remove weedy vegetation or licensed applicator may spot spray using herbicide approved for use near water.
A			Access inhibited by vegetation growth	Vegetation growth does not allow maintenance access or interferes with maintenance activity (i.e. silt removal, inlet or outlet maintenance). If vegetation is not interfering with access, leave alone.	Selectively prune or remove vegetation to ensure adequate maintenance and function of pond. Establish appropriate groundcover to prevent erosion in access areas.
Q, S			Erosion/lack of vegetation cover	More than 20% of bottom and slopes without grass or herbaceous cover. Native soils exposed. Signs of rills or sediment deposition in pond or pond sides.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded. Pond bottoms should have uniform dense coverage of desired plant species.
M,S	General		Trash & debris buildup in pond	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose of appropriately.
M,S			Fire hazard or pollution	Presence of chemicals such as natural gas, oil, and gasoline. Obnoxious color, odor, or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor, or contamination.
A			Rodent holes.	Evidence of water piping through dam or berm via rodent holes.	Presence of rodents not undermining pond function. If necessary, rodents trapped or removed and damage repaired. Contact the Oregon Dept. of Fish and Wildlife for guidance.
M (spring and summer months)			Insects	Stagnant water in summer. Mosquitoes become a health risk.	Ensure pond outlet is not blocked or impeded. Use Integrated Pest Management. If sprays are necessary use only a mosquito larvicide such as *Bacillus thuringiensis*.
M	Embankment, dikes, berms and side slopes		Erosion on berms or at entrance/exit	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion.	Find causes of erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s); e.g. rock, reinforcement, planting of grass, compaction.
M	Storage area		Sediment buildup in basin	Accumulated sediment that impairs basin function.	Sediment cleaned out to designed pond shape and depth; pond re-seeded and stabilized to prevent erosion.
A, S	Pond inlet		Flow to pond restricted or impacted	Settlement of pipes, cracks, leakage. Blockage to flows by debris or sediment.	Clear inlet to ensure unimpeded flow to basin. Repair structural problems upon discovery.
A, S	Forebay		Sedimentation	Sediment build up exceeds 50% of the facility capacity.	Remove sediment, seed and stabilize area.
A, S	Control devices		Weirs, baffles, orifices etc.	Conveyance capacity is reduced by 25% or more. Structural problems, such as cracks. Water is not being evenly distributed through detention basin.	Remove debris etc to restore conveyance capacity to design standard. Repair structural problems upon discovery.
A, S	Overflow/ spillway/energy dissipater		Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standards.

References:

Otak. October 16, 2006. *Mill Creek Industrial Park Stormwater Management Plan.* Prepared for Oregon Department of Administrative Services.

City of Salem Public Works Department Technical Assistance:

Design: Contact Development Services at 503-588-6211

Operation or Maintenance: Contact Operations Division at 503-588-6063

Stormwater or Environmental Hazard Emergency: Contact Dispatch at 503-588-6333

MILL CREEK CORPORATE CENTER
DESIGN REVIEW PROCESS
DRAFT 10.24.07

Design Review shall be conducted in two stages: Preliminary Design Review and Final Design Review. This process enables the Owner/Developer to present early ideas and concepts for review by the Design Review Committee, respond to concerns/issues raised in Preliminary Design Review, and submit Final Design Review documents that incorporate requested modifications and/or address concerns/issues raised early. The intent of the two stages is to create a dialogue early in the design process that enables both the Owner/Developer and Mill Creek Corporate Center to deliver a final product that achieves a high level of design excellence as well as conformance to the Development Standards. When determined by the Design Review Committee to be unnecessary, certain portion of these procedures may be waived.

PRELIMINARY DESIGN REVIEW
Submission for Preliminary Design Review shall be made at least ten (10) working days prior to the meeting of the Design Review Committee. The Design Advisor (DA) will prepare a written Evaluation of the Submission and the DA Evaluation will be submitted to the Design Review Committee and the Owner/Developer prior to the Review meeting. The Preliminary Design Review meeting will be an opportunity for the Owner/Developer and the Architect to present their ideas and concepts as well as have an open and frank discussion about Design Issues. Following the meeting, the DA will issue a revised Preliminary Design Evaluation based on the discussion and any determination/guidance from the Design Review Committee. This stage of the process will be completed within 30 calendar days of a complete Submission by the Owner/Developer.

FINAL DESIGN REVIEW
Submission for Final Design Review shall be made at least ten (10) working days prior to the meeting of the Design Review Committee. The Design Advisor (DA) will prepare a Statement of Findings and Preliminary Recommendation for consideration by the Design Review Committee. The Statement of Findings and Preliminary Recommendation shall be submitted to the Design Review Committee and the Owner/Developer prior to the Final Design Review meeting. At the Final Design Review meeting, the Owner/Developer and the Architect will be given an opportunity to present their Final Design Proposal and to discuss issues raised in the DA Statement of Findings. The Design Review Committee, after discussion, shall make a determination of:

1. Acceptance of the DA Statement of Findings and Recommendation and Final Design Review Approval (with conditions, if any); or
2. Modification of the DA Statement of Findings and Recommendation and Final Design Review Approval (with conditions, if any); or
3. Request modification of the Final Design Submittal and resubmission for Final Design Review Approval.

This stage of the process will be completed within 30 calendar days of a complete Submission or Resubmission by the Proponent.

FEE SCHEDULE
Fees for Design Review are as follows:

Preliminary Design Review	$1,500
Final Design Review	$1,500
TOTAL	$3,000

Checks are to be made payable to Mill Creek Corporate Center Owners' Association and are to accompany each submission or resubmission. The fees are subject to change based on the Implementation Committee's discretion.

PRELIMINARY DESIGN REVIEW SUBMISSION REQUIREMENTS

For the Preliminary Design Review Submission, the Owner/Developer shall submit drawings, graphics and narratives that address, at a minimum, the following items and sub-items:

1. General Development Standards
   - 1.3 Refuse and Garbage Storage
   - 1.4 Fuel Tanks and Liquid Storage Tanks
   - 1.5 Outside Storage
   - 1.6 Parking, Loading and Maneuvering Areas
   - 1.7 Utilities
   - 1.8 Exterior Mechanical Equipment
   - 1.9 Antennae
   - 1.10 Building Coverage
   - 1.11 Building Design
   - 1.12 Landscaping
   - 1.14 Company Identification Signage
   - 1.15 Free-Standing Signage
   - 1.16 Other Signage
   - 1.17 Master Sign Program
   - 1.18 Outdoor Lighting

The Owner/Developer shall submit a site plan demonstrating compliance with the following standards listed under:

2. Development Standards Applicable to the Site Perimeters
   - 2.1 Building Setbacks
   - 2.2 Parking and Service Areas
   - 2.3 Landscaping
   - 2.4 Fencing

The Owner/Developer shall submit the following additional information:

3. 3-D Computer Simulation
   - 3.1 A 3-dimensional computer generated massing model indicating views from adjacent or abutting streets, the site entry condition and views from abutting properties.

The intent of the Preliminary Design Review Submission is to portray the conceptual framework for the Project. Drawings and graphics can be preliminary in nature as long as they portray the intent of the site layout and building design.

FINAL DESIGN REVIEW SUBMISSION REQUIREMENTS

For the Final Design Review Submission, the Owner/Developer of all parcels in Phase 1B shall submit drawings, graphics and narratives that address, at a minimum, the following items and sub-items listed under:

1. General Development Standards
   - 1.3 Refuse and Garbage Storage
   - 1.4 Fuel Tanks and Liquid Storage Tanks
   - 1.5 Outside Storage
   - 1.6 Parking, Loading and Maneuvering Areas
   - 1.7 Utilities
   - 1.8 Exterior Mechanical Equipment
   - 1.9 Antennae
   - 1.10 Building Coverage
   - 1.11 Building Design
   - 1.12 Landscaping
   - 1.13 Street Numbers
   - 1.14 Company Identification Signage
   - 1.15 Free-Standing Signage
   - 1.16 Other Signage
   - 1.17 Master Sign Program
   - 1.18 Outdoor Lighting

The Owner/Developer shall submit a site plan demonstrating compliance with the following standards listed under:

2. Development Standards Applicable to the Site Perimeters
   - 2.1 Building Setbacks
   - 2.2 Parking and Service Areas
   - 2.3 Landscaping
   - 2.4 Fencing

The Owner/Developer shall submit the following additional information:

3. 3-D Computer Simulation
   - 3.1 A 3-dimensional computer generated simulation indicating both massing and detail of any structures and indication of landscaping, signage and lighting for the site.

The intent of the Final Design Review Submission is to portray the final design for the Project. ALL Submittal materials should be in appropriate formats and demonstrated completeness.