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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TROUTDALE REYNOLDS INDUSTRIAL PARK
TROUTDALE, OREGON

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TROUTDALE REYNOLDS INDUSTRIAL PARK**

TROUTDALE, OREGON

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TROUTDALE REYNOLDS INDUSTRIAL PARK ("Declaration") is made on February ___, 2017 by **THE PORT OF PORTLAND**, a port district of the State of Oregon ("Declarant").

RECITALS

A. This Declaration supersedes and replaces in its entirety the *Declaration of Covenants, Conditions, and Restrictions for Troutdale Reynolds Industrial Park* recorded on October 10, 2008 in the Multnomah County Official Records as document number 2008-143119 ("Initial Declaration"). Pursuant to Section 8 of the Initial Declaration, a majority of the Board (as defined in Article 1, Section 5) has voted to amend and restate the Initial Declaration as evidenced by their signatures below.

B. Declarant and FedEx (as defined in Article 1, Section 14) together own the real property legally described on the **Exhibit A** attached hereto and shown as Lot 1 through Lot 9, that portion of Tract B lying west of Tract A, and Tracts C, E, F and G on the **Exhibit A-1** attached hereto ("Property"), made subject to this Declaration and collectively referred to in this Declaration as "Troutdale Reynolds Industrial Park" or "TRIP." At any time and from time to time, Declarant may add to the Property all or a portion of the Adjacent Property (as defined in Article 1, Section 1) upon recordation of supplemental declaration at which time, all provisions of this Declaration, as modified by the supplemental declaration, shall apply to the portion of the Adjacent Property added to the Property in the same manner as if it were originally covered by this Declaration as part of the Property.

C. Tract A and Tract B, except for the portions of Tract B lying west of Tract A, as shown on **Exhibit A-1**, are not subject to this Declaration and shall be owned and maintained by Declarant.

D. It is the intent of Declarant to further a plan of development by means of the covenants, conditions, and restrictions set forth in this Declaration. The covenants, conditions, and restrictions are intended to be common to all of the Lots (as defined in Article 1, Section 16) in Troutdale Reynolds Industrial Park and to enhance and protect the value, desirability and attractiveness of all the Lots to their mutual benefit.

E. All and each of these covenants, conditions, and restrictions are hereby imposed as equitable servitudes and covenants running with the land upon Troutdale Reynolds Industrial Park. The covenants, conditions, and restrictions and equitable servitudes set forth in this Declaration shall run with Troutdale Reynolds Industrial Park, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in Troutdale Reynolds Industrial Park or in any part thereof, and their successors, heirs and assigns, and shall inure to the benefit of every portion of Troutdale Reynolds Industrial Park and any interest therein.

F. TRIP is part of a former Reynolds Metals Company superfund site and as such remains subject to certain use restrictions described in the following documents: United States Environmental Protection Agency final Record of Decision dated September 29, 2006; Reynolds United States Consent Decree, Case No. 3:08 cv 00108 KI (D. Or. September 10, 2008); Reynolds-DEQ Consent Judgment, Case No. 0810 14363 (October 10, 2008 Multnomah County Circuit Court); Reynolds-DEQ Easement and Equitable Servitudes dated December 19, 2007 (Multnomah County Oregon Recorder's No. 2007 716745 recorded December 21, 2007); Reynolds Oregon Department of Parks and Recreation Conservation Easement dated December 13, 2007 (Multnomah County, Oregon Recorder's No. 2007 216746, recorded December 21, 2007); and the Port DEQ Consent Judgment, Case No. 0712 15146 (December 18, 2007 Multnomah County Circuit Court) (Multnomah County, Oregon Recorder's No. 2008 005052 recorded January 9, 2008), as amended by Stipulated Supplemental Judgement Case No. 0712-15146 (December 22, 2015, Multnomah County Circuit Court) (Multnomah County, Oregon Recorder's No. 2016-006405, recorded January 19, 2016).

G. Certain areas of TRIP are subject to wetlands mitigation obligations as described in that certain Declaration of Restrictive Covenant for Troutdale Reynolds Industrial Park Phases 2 and 3 Subdivision, Oregon Division of State Lands Permit No. 54848-RF, and US Army Corps of Engineers Permit No. NWP-2007-889 (Multnomah County, Oregon Recorder's No. 2015-161893, recorded December 29, 2015).

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in Article 1 shall, as used in this Declaration, have the meanings set forth below.

1. ADJACENT PROPERTY

The term "Adjacent Property" means the real property in Multnomah County, Oregon legally described on the attached **Exhibit A-2**. The Adjacent Property is adjacent to the Property.

2. AIRPORT

The term "Airport" shall mean the Troutdale Airport, a general aviation airport located adjacent to the Property.

3. ASSOCIATION

The term "Association" shall mean the nonprofit corporation formed pursuant to Article 11, and its successors and assigns.

4. AVIGATION RIGHT

The term "Avigation Right" shall mean the right of flight for the passage of aircraft that exists to the benefit of the public in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport. This right is permanent and non-exclusive and guaranties the free and unobstructed use and passage of all types or aircraft through the airspace over

or in the vicinity of the Property, with use and passage to be unlimited as to frequency, type of aircraft, and proximity.

5. BOARD

The term "Board" means the Board of Directors of the Association formed pursuant to Article 11.

6. CITY

The term "City" shall mean the City of Troutdale or the City of Fairview as applicable as the context requires.

7. COMMON AREAS

The term "Common Areas" shall mean the areas within the Property and the Adjacent Property to the extent and for the period that they are designated as Common Areas by Declarant pursuant to Article 2, Section 3. The Common Areas include all Improvements (as defined in Article 1, Section 15) located thereon and designated by Declarant as intended for the common use by all Owners (as defined in Article 1, Section 21) as provided herein, to the extent not dedicated to a public entity, or otherwise located on the Common Areas by any third party or person pursuant to an easement or other right. The Common Areas may be modified from time to time as provided in this Declaration.

8. COMMON ASSESSMENTS

The term "Common Assessments" shall mean the annual charge against each Owner (as defined in Article 1, Section 21) and its Lot (as defined in Article 1, Section 16) or other portion of Troutdale Reynolds Industrial Park, representing a pro rata portion of the Common Expenses (as defined in Article 1, Section 9) to be calculated by dividing the square footage of each Lot by the total square footage of all of the Lots, which charge shall be paid by each Owner to the Association or Declarant as further provided in this Declaration.

9. COMMON EXPENSES

The term "Common Expenses" shall mean the costs of management and administration or enforcement of this Declaration incurred by the Association including, but not limited to, compensation paid by the Association to design review consultants, managers, accountants, attorneys and employees; the costs of all services benefiting the Owners (as defined in Article 1, Section 21) in general; maintenance, operation and/or ownership of any Common Areas; and the costs of any other item or items designated by the Association for any reason in connection with Troutdale Reynolds Industrial Park to be for the benefit of the Owners in general.

10. COMPLETE TRANSFER DATE

The term "Complete Transfer Date" shall mean the date upon which Declarant ceases to own any interest in any Lot (as defined in Article 1, Section 16) in TRIP.

11. DECLARANT

The term "Declarant" shall mean the Port of Portland, a port district of the State of Oregon and, to the extent provided in Article 14 of this Declaration, its successors and assigns.

12. DEVELOPMENT STANDARDS

The term "Development Standards" shall mean those Troutdale Reynolds Industrial Park standards, requirements and guidelines adopted by Declarant as development standards and site planning guidelines in connection with this Declaration on the date this Declaration is Recorded (as defined in Article 1, Section 24) and as amended, replaced or supplemented from time to time by Declarant. The current Development Standards are attached hereto as Exhibit C and are incorporated herein by this reference.

13. DIRECTOR

The term "Director" shall mean a member of the Board.

14. FEDEX

The term "FedEx" shall mean FedEx Ground Package System, Inc., a Delaware corporation, the Owner of Lot 1 and Lot 2 at TRIP as of the date of this Declaration.

15. IMPROVEMENT; IMPROVEMENTS

The term "Improvement" or "Improvements" shall include buildings, outbuildings, roads, driveways, walkways, bicycle paths, parking areas, utilities, wetland mitigation areas, fences, screening walls and buffers, retaining walls, slabs, foundations, curbs, fountains, lighting, stairs, decks, waterlines, sewers, electrical and gas distribution facilities, communication facilities, hedges, plantings, planting trees and shrubs, poles, signs, loading areas, irrigation and drainage facilities, and all other structures, improvements, betterments, installations and landscaping of every type and kind, whether on, above or below the land surface.

16. LOT

The term "Lot" shall mean a fractional part of TRIP legally created as a legal lot of record pursuant to applicable law, whether by lot-line adjustment, subdivision, partition or other lawful process approved by applicable governmental authorities and which approvals are final in all respects. No Owner (as defined in Article 1, Section 21) may apply for or implement any further division or partitioning of the Lots currently comprising TRIP unless specifically approved beforehand in writing by Declarant. The term Lot shall also mean any portion of TRIP that is leased by Declarant to an Owner under a ground lease of land, or any portion of TRIP that is designated for that purpose by Declarant in a Recorded (as defined in Article 1, Section 24) instrument. Lots do not include Common Areas.

17. MORTGAGE

The term "Mortgage" shall mean a deed of trust as well as a mortgage.

18. MORTGAGEE

The term "Mortgagee" shall mean a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.

19. OCCUPANT

The term "Occupant" shall mean a lessee or licensee of an Owner (as defined in Article 1, Section 21) (exclusive of a lessee under a ground lease from Declarant) or any other person or entity

other than an Owner in lawful possession of a Lot, or any portion thereof, with the permission of the Owner.

20. OFFICER

The term "Officer" shall mean the President (as defined in Article 1, Section 23), the Secretary (as defined in Article 1, Section 25), or any additional person designated by the Board as an officer of the Association.

21. OWNER

The term "Owner" shall mean the Person (as defined in Article 1, Section 22) holding fee simple title of record to any Lot or other portion of TRIP, including purchasers under executory contracts of sale, except that where a Lot is subject to a ground lease from Declarant, the term Owner (with respect to that Lot) shall mean the lessee and not Declarant.

22. PERSON

The term "Person" shall mean a natural individual, a corporation or any other entity with the legal right to hold title to real property.

23. PRESIDENT

The term "President" shall mean the President of the Association, selected in accordance with Article 11.

24. RECORD; RECORDED; RECORDATION

The term "Record," "Recorded" or "Recordation" shall mean, with respect to any document, respectively, the act of recording and the recordation of said document in the real estate records of Multnomah County, Oregon.

25. SECRETARY

The term "Secretary" shall mean the Secretary of the Association, selected in accordance with Article 11.

26. SPECIAL ASSESSMENT

The term "Special Assessment" shall mean a charge against a particular Owner and its Lot, directly attributable to, or reimbursable by, the Owner, for the costs incurred by Declarant or the Association, as the case may be, for corrective action performed pursuant to the provisions of this Declaration, plus interest and other charges thereon, as provided for in this Declaration.

27. SUPERFUND USE RESTRICTIONS

The term "Superfund Use Restrictions" shall mean the requirements set forth in the documents identified in Recital F.

28. THIS DECLARATION

The term "this Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Troutdale Reynolds Industrial Park as it may be amended or supplemented from time to time as provided herein.

29. TRIP

The term "TRIP" shall be synonymous with the term Troutdale Reynolds Industrial Park and shall mean all of the real property now or hereafter made subject to this Declaration.

30. TROUTDALE REYNOLDS INDUSTRIAL PARK

The term "Troutdale Reynolds Industrial Park" shall be synonymous with the term "TRIP" and shall mean all of the real property now or hereafter made subject to this Declaration.

ARTICLE 2

TROUTDALE REYNOLDS INDUSTRIAL PARK - PROPERTY SUBJECT TO DECLARATION - COMMON AREAS DESIGNATED BY DECLARANT

1. GENERAL DECLARATION

Declarant hereby declares that all of that real property located in the City of Troutdale, County of Multnomah, State of Oregon, commonly known as Troutdale Reynolds Industrial Park and more particularly described in Recital B, is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and transferred (in whole or in part), subject to this Declaration. All of the covenants, conditions, and restrictions set forth in this Declaration are declared and agreed to be in furtherance of a general plan for the improvement, use and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of TRIP and every part thereof. All covenants, conditions, and restrictions shall run with all of TRIP for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants and their successors in interest as set forth in this Declaration. This Declaration shall also be binding upon all sublessees, invitees, and guests of Owners and Occupants. As provided in the definition of "Association" and in Article 11, until the express transfer and delegation by Declarant of a specific authority and power to the Association by Declarant as provided in Article 11, Section 4, the role and responsibilities of the Association where referenced in this Declaration shall be governed and administered by and at the sole discretion of Declarant. Subsequent to the express transfer and delegation by Declarant of a specific authority and power to the Association by Declarant, the Association shall be responsible for and shall provide such services, exercise such rights and authority and perform such functions and duties as may be expressly delegated to the Association by Declarant in writing from time to time, and, upon the Complete Transfer Date, those other rights, functions, and duties described in Article 11, Section 4(h).

2. CONVEYANCE TO ASSOCIATION

Declarant, in its discretion may, at any time and from time-to-time at or after formation of the Association, convey, deed or assign, as applicable, all or a portion of any real property including, without limitation, any Common Areas and/or easement, leasehold, or other property rights in TRIP now or hereinafter owned by Declarant to the Association to be held for the benefit of the members of the Association by recording a conveyance of such real property in the real property records of Multnomah County, Oregon, subject to such further covenants, conditions and restrictions as Declarant shall, in its description, specify to regulate and control the use, occupancy and improvements of such property. The Association shall accept all such property and/or easement,

leasehold, or other property rights deeded or assigned to it by Declarant and shall continue to own, operate, maintain, repair, and manage it according to the provisions of this Declaration.

3. COMMON AREAS DESIGNATED BY DECLARANT/LICENSE TO USE

Declarant may designate as Common Areas all or any portion(s) of any one or more Lots or other area of TRIP owned by Declarant, including the Adjacent Property, or with the approval of any Owner whose Lot includes any part of the Common Areas. As of the date of this Declaration, the Common Areas are as shown on the attached **Exhibit B**. To the extent expressly provided by Declarant in its designation of the Common Areas, each Owner and lessees, sublessees, invitees and guests of each Owner, shall have a nonexclusive, revocable license to use and enjoy the Common Areas, if any, designated by Declarant, so long as the Common Area remains designated by Declarant as a Common Area, subject to the terms and conditions of Article 2, Section 3. Any license for use of the Common Areas is not, and shall not become, an interest or estate in the Property so designated as Common Areas by Declarant. Any license is subject to Declarant's right, in its discretion, from time to time, to revoke the license, in whole or in part, and to promulgate rules and regulations governing the use of the Common Areas by written notice to all Owners holding a license to use the same, which shall be binding on all Owners and their respective lessees, sublessees, invitees and guests. Declarant reserves the right, in Declarant's discretion: (a) to grant or revoke the license for use of the Common Areas, in whole or in part at any time with or without cause; (b) to evict anyone from any Common Areas who fails to comply with rules or regulations or with any applicable laws including, without limitation, Declarant's ordinances; (c) to close any or all portions of the Common Areas in the event of an emergency or an event that threatens the public health or safety or otherwise as determined by Declarant in its discretion; and (d) to otherwise terminate or rescind any prior designation of any area as Common Areas in whole or in part, at any time. Notwithstanding anything to the contrary, curb cuts which serve as access points shall not constitute Common Area. In the event all or any portion of the Common Areas is taken by condemnation or by sale in lieu thereof, Declarant shall be entitled to receive the entire award resulting therefrom to the extent Declarant owned the affected Common Areas immediately before the taking or sale.

ARTICLE 3 CONSTRUCTION OF IMPROVEMENTS

1. APPROVAL OF PLANS REQUIRED

The Development Standards shall be administered by Declarant through the Complete Transfer Date. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot by any Owner or Occupant, until final plans and specifications have been submitted to and approved in writing by Declarant as provided in the Development Standards, and all City, as applicable, and other associated governmental permit approvals have been obtained. No application for any Improvement or other development of a Lot or any permit or approval related thereto shall be submitted to the City or other governmental or private authority until plans and specifications have been submitted to and approved in writing by Declarant as provided in the Development Standards. Final plans and specifications shall be submitted over the authorized signature of the Owner or Occupant, or both, of the Lot, or the authorized agent thereof. Plans and specifications shall be in such form and contain such information as may be required by Declarant and the Development

Standards. In cases of conflict between this Declaration and the Development Standards, this Declaration shall be controlling.

Material changes in approved plans must be similarly submitted to and approved by Declarant as provided in the Development Standards. All Improvements in TRIP shall be consistent with the Development Standards. In addition, modifications to existing buildings or other Improvements must comply with the Development Standards, and material changes to existing buildings or other Improvements shall be subject to preliminary and final plan approval as set forth in the Development Standards.

2. RESULT OF INACTION

If Declarant fails to either approve or disapprove plans and specifications submitted to it within thirty (30) calendar days after the same have been submitted, it shall be conclusively presumed that Declarant has approved plans and specifications; provided, however, that if within the thirty (30) calendar day period Declarant gives written notice of the fact that more time is required for the review of plans and specifications, there shall be no presumption that the same are approved until the expiration of a reasonable period of time as is set forth in the written notice, provided that the time period established in the written notice shall not exceed an additional thirty (30) calendar days.

3. APPROVAL

Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval or conditional approval to the same, subject to specific conditions. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of plans and specifications, together with any conditions, shall be deposited for permanent record with the Association or Declarant, as the case may be (provided that, for permanent records held by Declarant, not later than the Complete Transfer Date, Declarant shall transfer all permanent records to the Association, after which records shall be the responsibility of the Association), and a copy of plans and specifications, bearing approval together with any conditions, shall be returned to the applicant submitting the same.

4. PROCEEDING WITH WORK

Upon receipt of approval of the final plans by Declarant, the City, and all other required governmental approvals, the Owner shall, as soon as practicable, satisfy any and all conditions of approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing and alterations. In all cases, work shall commence within one (1) year (or greater time as expressly may be allowed in Declarant's approval of plans) from the date of approval by Declarant, and if work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1) year (or other approved) period, extends the period of time within which work must be commenced in writing. Declarant will not unreasonably withhold, delay or condition its approval of Owners' extension requests.

5. COMPLETION OF WORK

Any Improvement commenced pursuant to this Declaration shall be completed within four (4) years from commencement of construction. Failure to comply with Article 3, Section 5 shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in

Article 13. During the period of any construction related activities upon any Lot, the construction area, including all streets used by construction equipment and trucks, shall be kept in a clean and neat condition by owner and all trash, debris, mud and dirt shall be removed daily. The Owner shall take all measures necessary to control dust, blowing sand and erosion. Damage caused by construction activity shall be repaired to the reasonable satisfaction of Declarant at the sole cost of the Owner. All construction and construction traffic shall be coordinated so as not to interfere with free and ready access to existing buildings on neighboring Lots.

6. FIRE PROTECTION

Each Owner shall be responsible for all fire protection for the buildings and improvements located on its respective Lot or Lots.

7. DECLARANT AND ASSOCIATION NOT LIABLE

Neither Declarant, the Association, nor any of their members, officers, directors, employees, agents or contractors shall be liable for any damage, loss or prejudice suffered or claimed by any Person on account of:

- (a) the approval or disapproval of any plans, drawings and specifications, whether or not in any way defective; or
- (b) the construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

8. CONSTRUCTION WITHOUT APPROVAL

If any Improvement shall be constructed, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with the approval by Declarant pursuant to the provisions of Article 3, the Improvement, work or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice by Declarant, any Improvement upon any Lot in violation of this Declaration shall be removed or altered so as to conform to this Declaration at the expense of the Owner. Owner shall have thirty (30) calendar days within which to cure the violation. In the event the violation is of such a nature that it cannot be cured within said thirty (30) calendar day period, then so long as Owner commences and diligently pursues a cure, the cure period shall be extended for up to an additional ninety (90) calendar days. Should removal, alteration, or cessation or amendment of use not be accomplished within the applicable cure period, the party in breach of this Declaration shall be subject to the enforcement procedures set forth in this Declaration.

ARTICLE 4 REGULATION OF OPERATIONS AND USES

1. PERMITTED USES

Subject to the terms and conditions of this Declaration and the Development Standards, the following uses are permitted uses in Troutdale Reynolds Industrial Park:

- (a) subject to Superfund Use Restrictions, uses allowed outright in the City zoning code currently applicable to the Lots on the date of recording this Declaration are permitted uses for the Lots;

(b) conditional uses allowed in the applicable zone are permitted uses of the Lots only if approved by the City and Declarant. Declarant shall not unreasonably withhold, delay or condition its approvals.

2. COMPLIANCE WITH LAWS

All uses and activities by Owners and Occupants on the Lot and within TRIP shall be conducted in compliance with applicable federal, state, and local laws, statutes, regulations, ordinances and rulings of governing bodies having jurisdiction, as amended from time to time (collectively, "Laws") including, without limitation, the Superfund Use Restrictions and Laws governing air pollution control, noise standards, water quality, storm water, and on-site storm water treatment methods. Owners shall manage, and as appropriate, secure their Lots so as to prevent any violation of Laws.

3. NUISANCES

No nuisance shall be permitted to exist or operate upon any Lot so as to be unreasonably offensive or detrimental to any other Lot or to its occupants. A "nuisance" shall include, but not be limited to, those matters described in the Development Standards as nuisances, and any matters deemed nuisances at common law or by statute or ordinance.

4. MAINTENANCE

The Owner of any Lot, at its own expense, shall be solely responsible for and shall at all times keep and maintain the Lot and the buildings, other Improvements, and appurtenances thereon in a reasonably good, clean and safe condition. Each Owner shall be responsible for the maintenance, repair, and replacement of all Improvements on its Lot. Maintenance, repair, and replacement shall include, without limitation:

(a) general maintenance to prevent peeling paint and other deterioration of structures, prompt repair of walls, foundations, broken windows, doors, gutters, downspouts, roofs, fences, and other exterior elements;

(b) maintenance of exterior walls, siding, facings, trim, canopies and other exterior details that have been painted or similarly treated so that those elements are not allowed to become cracked, chipped, faded, warped or in any way deteriorated;

(c) prompt replacement of broken windows, doors, canopies or other damaged exterior elements;

(d) maintenance, repair and replacement of all parking, internal driveways and walkways, and other impervious areas including, without limitation, repairing or resurfacing and replacement of such areas when necessary with the type of material originally installed thereon or a substitute in equal quality, appearance and durability, snow and ice removal, the removal of rubbish, debris and waste material, repair of broken curbs, and painting and repainting of striping markers and directional signals;

(e) regular cleaning of storm water catch basins and other related facilities;

(f) regular seasonal maintenance of all landscaping, including trimming, pruning, raking and other appropriate maintenance of all vegetation on the Lot, and removal and replacement of any dead or diseased grass, ground cover, shrubs or trees in a timely manner;

(g) cleaning, maintenance and revamping, repair and replacement of any external lighting fixtures and poles; and

(h) repair or replacement of any damaged or deteriorated signs, and prompt replacement of signs as appropriate following any change in the Owner or Occupant of the Lot.

5. WAIVER OF DAMAGES AND CLAIMS RELATING TO AVIGATION RIGHT

Pursuant to laws and regulations of the Federal Aviation Administration and U.S. Department of Transportation laws, for protections accorded Portland International Airport and the Troutdale Airport, any property Owner within TRIP is deemed to have waived all damages and claims for damages caused or alleged to be caused by or incidental to activities arising from the Avigation Right.

ARTICLE 5

COVENANTS FOR COMMON ASSESSMENTS AND SPECIAL ASSESSMENTS

1. COMMON ASSESSMENTS

The Association will have the authority to and be responsible for determining the Common Assessments as provided in Article 5, Section 4. Subject to the limitations and requirements set forth in Article 5 and this Declaration, the Association shall have the authority to assess, and each Owner shall pay to the Association, Common Assessments as provided in this Article 5.

2. PERSONAL OBLIGATIONS OF ASSESSMENTS

Each assessment or charge (including every Common Assessment and Special Assessment) levied pursuant to any provision of this Declaration, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien against each Owner's interest in the Lot against which such assessment is made, and shall also be a separate, distinct and personal obligation of the Owner against which the assessment or charge is levied, binding upon the Owner and its heirs, successors in interests, devisees, personal representatives and assigns. This personal obligation cannot be avoided by abandonment of the Lot or Improvements thereon or otherwise. The transfer of any interest in a Lot shall neither release nor discharge Owner of such Lot from personal liability accrued as of the date of the transfer. If the assessments are not timely paid by the Owner, the Association may assess the Owner for the assessments, with interest, costs, and reasonable attorneys' fees, and may utilize all legal remedies available to it at law or in equity.

3. USE OF COMMON ASSESSMENTS

The assessments levied by the Association shall be used to pay the costs of those products and services necessary to promote the general benefit of the TRIP Owners. Nothing in this Declaration shall be construed to limit the right of the Association to use any Common Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of TRIP.

4. DETERMINATION OF COMMON ASSESSMENTS

The Association shall authorize and levy the amount of the annual Common Assessment, as provided in this Declaration. If Common Assessments are assessed, the expense shall be borne on a pro rata basis by the Owners of the Lots based on the total square footage of each Lot in TRIP as compared to the total square footage of all Lots in TRIP.

5. COLLECTION OF COMMON ASSESSMENTS

The Association shall fix and bill each Owner (and each Owner shall pay when due) its pro rata share of the Common Assessments on a quarterly basis or more frequently as determined by the Association. All assessments shall be due within thirty (30) calendar days after the date of billing. At the end of any fiscal year of the Association, the Association may determine that any excess assessment funds may be returned to the Owners proportionately or may be retained and used to reduce the following year's Common Assessments. In any voluntary or involuntary conveyance of a Lot, the new Owner ("Purchaser") shall be jointly and severally liable with the previous Owner ("Seller") for all unpaid installments of assessments levied by the Association against the Seller for its share of the Common Expenses up to the date of close of escrow of the conveyance, without prejudice to the right of the Purchaser to collect from the Seller therefor. However, any Purchaser shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Seller owed the Association as of the date the Association receives the request by the Purchaser; provided, however, that the Purchaser shall be personally liable for any and all installments of assessments and other charges becoming due after close of escrow for the conveyance.

6. AVAILABILITY OF RECORDS

The Association shall keep financial records of Common Expenses and Common Assessments sufficient for proper accounting purposes. During normal business hours, upon prior notice from an Owner of a Lot requesting access, the Association and the Owner shall reasonably coordinate and cooperate to make books and records available at times reasonably designated by the Association for inspection by Owners.

7. SPECIAL ASSESSMENTS

The Association shall have the authority to and be responsible for determining and making Special Assessments in accordance with this Declaration, including but not limited to the Special Assessments set forth in Articles 8, 13 and 15. Special Assessments shall be a charge against a particular Owner and its Lot, directly attributable to, or reimbursable by, the Owner, for the costs incurred by Declarant or the Association, as the case may be, for corrective action performed pursuant to the provisions of this Declaration, plus interest and other charges thereon, as provided for in this Declaration. The Association shall fix and bill each Owner (and each Owner shall pay when due) its Special Assessment. All Special Assessments shall be due within thirty (30) calendar days after the date of billing.

ARTICLE 6 NONPAYMENT OF ASSESSMENTS

1. DELINQUENCY

Any Special Assessment, installment of a Common Assessment or other assessment provided for in this Declaration (each an "Assessment") shall become delinquent if the Assessment is not paid on the due date as established in this Declaration, or by Declarant or the Association as applicable. With respect to each Assessment not paid within ten (10) calendar days after its due date, the Association may, at its election, require the delinquent Owner to pay a "late charge" in an amount to be determined by the Association, together with interest at the rate of eighteen percent (18%) per

annum (but in no event to exceed the maximum contract rate permitted by law), on delinquent amounts, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an assessment is not paid within thirty (30) calendar days after its due date, the Association shall mail a notice to the Owner. The notice shall specify: (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date, not less than thirty (30) calendar days from the date the notice is mailed to the Owner, by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the assessments for the then current fiscal year. The notice shall further inform the Owner of its right, if any, to cure after acceleration. If the delinquent Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Association at its option may declare all of the unpaid balance of the Assessments for the then current fiscal year, attributable to that Owner and its Lot or interest therein, to be immediately due and payable without further demand and may enforce the collection of the Assessments and all charges thereon in any manner authorized by law.

2. CURING THE DEFAULT

The defaulting Owner shall reimburse the Association for all costs, interest, attorneys' fees and other fees incurred by the Association by reason of the default.

3. CUMULATIVE REMEDIES

The rights and remedies provided to the Association in this Declaration shall be in addition to, and not in substitution for, all other rights and remedies that Declarant or, as applicable, the Association, and their respective assigns, may have under this Declaration and by law including, without limitation, an action to recover a money judgment for unpaid assessments.

ARTICLE 7

NO DECLARANT OR ASSOCIATION DUTY TO REPAIR OR MAINTAIN

Each Owner shall be responsible for the construction, installation, maintenance, repair, replacement, resurfacing and other work and Improvements on its Lot as provided in this Declaration. Neither Declarant nor the Association has any duty whatsoever to construct, install, maintain, repair, replace, resurface, make, perform or pay or contract for any work or Improvements.

ARTICLE 8

SPECIAL POWERS FOR FAILURE TO COMPLY WITH DECLARATION

If Declarant or, as applicable, the Association, determines that an Improvement or any area of any Lot, the maintenance of which is the responsibility of an Owner, is in need of repair, restoration or painting or other work required under this Declaration, or if Declarant or the Association determines that there is a violation of any provision of this Declaration, then Declarant or, as applicable, the Association may give written notice to the Owner of such condition or violation. Thereafter, unless Declarant or the Association has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within a period of time as may be determined reasonable by Declarant or, as applicable, the Association, and unless the corrective work so approved is completed within the time allotted by Declarant or, as applicable, the Association, Declarant or, as applicable,

the Association may, at its sole option and without any obligation to do so, undertake to remedy such condition or violation, and the cost thereof together with a 10% additional administrative fee shall be charged to the Owner and its Lot or other portion of TRIP. The cost shall be deemed to be a Special Assessment of the Owner and its Lot or other portion of TRIP and subject to levy, enforcement and collection by Declarant or, applicable, the Association in accordance with the assessment procedure provided for in this Declaration.

ARTICLE 9 DAMAGE OR LOSS TO IMPROVEMENTS

In the event of the damage or destruction of any portion of a Lot or the Improvements thereon, then it shall be the duty of the Owner of the Lot, regardless of, but without limiting the Owner's recourse or remedies regarding, the cause of damage or destruction, as soon as may be practical, to repair and replace the damage or destruction, or the portion thereof as will render damage or destruction indiscernible from the exterior of the Lot consistent with this Declaration, provided that the Owner shall have the right to determine not to rebuild, in which case the Lot shall be returned to substantially the same condition it was in prior to construction of any Improvements on the Lot otherwise required of Owner under this Declaration. Any reconstruction, replacement or repair required by Article 9 shall be in accordance with the original plans and specifications of the Lot or plans and specifications approved by Declarant.

ARTICLE 10 PROTECTION OF MORTGAGEES

A breach of any of the provisions, covenants, restrictions or limitations of this Declaration, or the pursuit of any remedy under this Declaration, shall not defeat or render invalid the lien of any Mortgage of Record. All of the provisions of this Declaration shall be binding upon and effective against any Owner whose Lot is acquired through foreclosure or trustee's sale or otherwise. Nothing herein shall be construed as relieving the Owner of the Lot from personal liability for assessments and charges assessed during the period of the Owner's ownership.

ARTICLE 11 ASSOCIATION

1. FORMATION

Declarant has organized an Association of all of the Owners within TRIP under the name "Troutdale Reynolds Industrial Park Common Area Maintenance Association", which shall have such property, powers and obligations as are set forth in this Declaration for the benefit of TRIP and all Owners of Lots in TRIP. Until the earlier to occur of the Complete Transfer Date or the express transfer and delegation by Declarant to the Association of responsibility for and performance of a particular power, duty, obligation or function reserved under this Declaration to the Declarant, the Declarant shall be responsible for and will perform such particular power, duty, obligation or function. Upon the earlier to occur of the Complete Transfer Date or Declarant's transfer and delegation of a particular power, duty, obligation or function to the Association, the Association shall thereafter assume and discharge such particular power, duty, obligation or function. Declarant shall have no

financial obligation to the Association except for its proportionate share of the Common Assessments and any Special Assessments due in Declarant's capacity as an Owner.

2. ASSOCIATION MEMBERSHIP

Every Owner of one or more Lots within TRIP shall be a member of the Association, and such membership shall automatically commence with an Owner taking fee ownership to a Lot and automatically terminate with an Owner conveying to another fee ownership to a Lot. Association membership need not be evidenced by any written documentation other than those ownership documents recorded in the Official Records of Multnomah County, Oregon, and membership shall commence and terminate as of the date of recording of such ownership documents.

3. VOTING RIGHTS

The Association shall have one class of membership, and such class of membership shall be a voting membership. The members of the Association shall be composed of Owners of Lots (including Declarant, if and to the extent Declarant owns one or more Lots within TRIP). Each Owner will designate one representative to represent it at Association meetings and to vote on behalf of such Owner. On all matters upon which the members are entitled to vote, each member shall have voting rights for each Lot in TRIP owned by each such member, and each member will be entitled to cast one vote for each square foot of the Lot(s) owned by such member (conventionally rounded for any partial square foot of a Lot), with the total votes entitled to be cast equal to the total square footage of all Lots within TRIP.

4. POWERS AND OBLIGATIONS

The Association shall have, exercise and perform all of the following powers, duties, obligations and functions by and through its Board of Directors:

- (a) maintain bank accounts on behalf of the Association;
- (b) appoint committees from among Association membership as the Board may determine, from time to time, to assist the Board in the conduct of the affairs of the Association and to delegate to any such committee any authority the Board may deem appropriate, subject to the provisions of this Declaration;
- (c) propose changes to the Common Areas to Declarant for (and subject to) Declarant's approval;
- (d) to the extent Declarant has declared any Common Areas and transferred ownership of or responsibility for any Common Areas to the Association, to impose and collect Common Assessments, provided that until the Complete Transfer Date, Common Assessments shall be subject to Declarant's prior written approval;
- (e) to propose amendments to this Declaration for (and subject to) Declarant's approval and, as applicable, the Owners' approval, in accordance with Article 12;
- (f) to exercise and perform the powers, duties, obligations and functions granted to the Association by Article 11, Sections 4(a) through 4(g) or otherwise hereafter expressly transferred and delegated to the Association by Declarant as provided in this Declaration;

(g) to exercise and perform the powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon with respect to the matters so transferred and delegated to the Association;

(h) from and after the Complete Transfer Date (or prior to Complete Transfer Date, to the extent a particular power, duty, obligation or function reserved under this Declaration to the Declarant is transferred and delegated by Declarant to the Association), to exercise the rights of Declarant with respect to the administration and enforcement of the Development Standards and all of those other powers, duties, obligations and functions reserved under this Declaration to the Declarant, all of which shall automatically vest in the Association upon the occurrence of the Complete Transfer Date.

The powers, duties, obligations and functions of the Association may from time to time be amended, repealed, enlarged or restricted by amendments to this Declaration made in accordance with the provisions provided herein for amendment by Owners and/or Declarant in Article 12, accompanied by changes in the Articles of Incorporation or Bylaws of the Association in accordance with the laws of the State of Oregon.

5. LIABILITY

The members of the Board and the officers of the Association shall not be liable to the Association or any member thereof for any damage or loss suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts or omissions constituting gross negligence or intentional misconduct. In the event any member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a member of the Board or an officer of the Association, the Association shall indemnify such individual against liability and expenses, including reasonable attorneys' fees, to the maximum extent permitted by law; provided, however, there shall be no duty to indemnify any member of the Board or any officer of the Association who is guilty of gross negligence or intentional misconduct in discharging her or his duties.

6. BOARD OF DIRECTORS

During the Board Transition Period (as that term is defined below), the affairs of the Association shall be governed by no less than a two (2) and no more than a five (5) member Board of Directors. After the Board Transition Period, the affairs of the Association shall be governed by a five (5) member Board of Directors. For purposes of Article 11, Section 6, the term "Board Transition Period" shall mean and refer to the period of time commencing on the date of this Declaration and ending on the date on which the meeting of the members of the Association is held for the calendar year immediately after the calendar year in which there are four (4) separate Owners of Lots in TRIP (including FedEx, but excluding Declarant) (the "Four Initial Owners"). As of the commencement of the Board Transition Period, the Board shall consist of two (2) members, one member being designated by Declarant and the other member being designated by FedEx. As Lots in TRIP are sold, each new Owner shall have the right to designate one (1) new Director to the Board (regardless of the number of Lots purchased by each such new Owner) until there are Four Initial Owners. When there are Four Initial Owners, commencing with the annual meeting of the members held in the calendar year immediately after the calendar year in which there are Four Initial Owners, and subject to the ongoing right of Declarant to designate a member to the Board as hereinafter provided,

members of the Board will be elected as provided in Article 11, Section 7 and the right of the Four Initial Owners to designate members to the Board as set forth above will end. Until the end of the Board Transition Period, the Four Initial Owners shall each have the continuing right to designate one member to the Board. Until the tenth (10th) anniversary of the Complete Transfer Date, Declarant shall have the continuing right to designate one member to the Board. For so long as the right to designate a member to the Board exists as provided above, each of Declarant and the Four Initial Owners may select, remove, and replace its respective designated Director from time to time and its designated Director cannot be removed from the Board by any action of the Board or the members of the Association; provided, however, notwithstanding the foregoing, a designated Director can be removed from the Board by action of the Board or the members of the Association if the Board or the members of the Association determine that such designated Director is guilty of gross negligence or intentional misconduct in discharging his or her duties, and in the event of such removal, the party designating to the Board such removed Director will appoint a replacement Director.

7. ELECTION OF DIRECTORS

On or about July 1 of the first calendar year following the calendar year in which there are four (4) separate Owners of Lots in TRIP (including FedEx, but excluding Declarant), Directors (other than the Director designated by Declarant) shall be elected by votes entitled to be cast by Owners. Each Owner shall be entitled to nominate one (1) nominee for a vacant Board position and shall be entitled to cast the number of votes as set forth in Article 11, Section 3. The person who receives the most votes for each position shall be elected a Director.

8. MEETINGS OF DESIGNATED VOTERS TO ELECT DIRECTORS

Any meeting of designated voters for the purpose of electing Directors shall be conducted in accordance with the following procedures:

(a) the meetings shall be held not later than thirty (30) calendar days prior to the expiration of the term of any Director, not later than thirty (30) calendar days after the earlier termination of any Director for whatever reason, or at such time as a majority of designated voters request the meeting;

(b) any meeting pursuant to Article 11, Section 8 shall be held at such place within Multnomah County, Oregon as may be designated by the Board. The Secretary shall give written notice of the place and time of any meeting to each designated voter at least ten (10) calendar days, but not more than sixty (60) calendar days, prior to the date set for a meeting, which notice shall state the purpose, time, and place of the meeting. The Secretary shall be responsible to notify a designated voter of a meeting only if the Owner or tenant for which the designated voter is designated to vote has given written notice to the Secretary setting forth the designated voter's name and address at least fifteen (15) calendar days prior to the giving of the notice of the meeting. Notice of any meeting may be waived by any designated voter or by Declarant at any time. No designated voter who is present at a meeting may object to the adequacy or timeliness of the notice given; and

(c) any designated voter may give a proxy to any person, so long as the proxy is in writing, signed by the designated voter, and filed with the Secretary of the Board at or prior to the meeting. A proxy shall expire on the earlier of: (a) eleven (11) months after the date of the proxy; (b) the date of the expiration or earlier termination of the ground lease of the tenant for which the

designated voter is designated to vote; or (c) the date stated in the proxy.

9. TERMS OF DIRECTORS

Except as otherwise provided in Article 11, Section 6, each Director shall serve a five (5) year term.

10. RESIGNATION

Any Director may resign at any time by sending a written notice of the resignation to the Secretary. Unless otherwise specified in the notice, a resignation shall take effect upon receipt of the notice by the Secretary.

11. VACANCIES

Except as otherwise provided in Article 11, Section 6, vacancies on the Board shall be filled by the Association at a special meeting called for such purpose. Any Director so selected shall serve the remainder of the replaced Director's term.

12. MEETINGS OF THE BOARD

(a) The Board shall meet at least annually, within ninety (90) calendar days after the end of each fiscal year. The President and Secretary of the Board shall each serve a term of two (2) years and their election shall take place at an annual meeting unless a special meeting has been held to fill a vacancy in either of these two positions. At each annual meeting, the Secretary shall present to the Board a report on the financial condition of the Association, including a report of receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner, and the estimated receipts and expenses for the coming fiscal year.

(b) Special meetings of the Board may be called at any time by two (2) Directors. Any meeting shall be scheduled by the Secretary within thirty (30) calendar days after the Secretary's receipt of the written requests signed by two (2) or more Directors; provided that if the purpose of a special meeting is to elect a successor Secretary or to consider removal of the Secretary, the meeting may be scheduled by the President or, if the meeting is also for the purpose of electing a successor President or removing the President, by any other Director.

(c) Meetings of the Board shall be held at such place within Multnomah County, Oregon, as may be designated from time to time by the Board.

(d) The Secretary shall give written notice to each Director of each Board meeting at least ten (10) calendar days, but not more than sixty (60) calendar days prior to the date set for the meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address a Director may designate by written notice to the Secretary given at least ten (10) calendar days prior to the giving of notice of the meeting. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given. When a meeting is adjourned for fewer than sixty (60) calendar days, no notice of the resumption or reconvening of the adjourned meeting need be given other than by announcement at the meeting at which the adjournment takes place.

13. VOTING BY THE BOARD

(a) Each Director shall have one (1) vote. A majority vote of the Directors shall bind the

Association. A tie vote shall be deemed a no vote.

(b) During any time when the Board consists of an even number of Directors and there is a tie vote, the matter that is the subject of the vote shall be shelved until another Director is duly elected.

(c) A Director may not vote by proxy.

14. INSURANCE

The Board shall purchase and maintain general liability and directors' and officers' insurance policies on behalf of the Association and any Director or Officer against any liability incurred in such capacity, unless the insurance is not available or the Directors and Officers to be covered by the insurance vote unanimously not to purchase it. The Board may also purchase additional insurance as it determines is reasonable and appropriate.

15. OFFICERS OF THE ASSOCIATION

The Officers of the Association shall be the President and the Secretary, both of whom shall be elected by majority vote of the Board.

ARTICLE 12 DURATION AND AMENDMENT; OWNERS ADVISORY BOARD

1. DURATION

This Declaration shall continue in full force in perpetuity, unless a declaration of termination is recorded that meets the requirements of an amendment to this Declaration as set forth in Article 12, Section 2.

2. AMENDMENT; DECLARANT APPROVAL

This Declaration or any provision hereof, or any covenant, condition or restriction contained herein not otherwise required by applicable law, may be terminated, extended, modified or otherwise amended, as to the whole of TRIP including, without limitation, matters relating to Common Assessments and Common Expenses, Common Area maintenance and expense, governance of the Association, and other matters, with the written consent of that number of Owners holding in aggregate, at least seventy (70%) of the total square footage of all Lots within TRIP; provided, however, that: (a) through the Complete Transfer Date no termination, extension, modification or other amendment shall be effective without the written approval of Declarant, and (b) no termination, modification or other amendment of any kind including, without limitation, any matter affecting Declarant's right to a seat on the Board under Article 11, or right to declare, control, remove or convey any Common Areas as provided in Article 2, Section 3, or to revise, administer and/or determine compliance with the Development Standards under Article 3, Section 1, shall be effective without the express written approval of Declarant. No termination, extension, modification or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded by the Association, and with respect to which Declarant's consent or approval is otherwise required, by Declarant.

3. GOVERNMENTAL REGULATION

All valid and applicable governmental enactments, ordinances and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with any provision, covenant, condition or restriction of this Declaration otherwise applicable to such matter, such conflicting governmental enactment, ordinance and regulation shall control to the extent that: (a) it imposes stricter or greater obligations or requirements; or (b) the stricter or greater requirements or obligations under this Declaration violate a governmental enactment, ordinance or regulation and, in such event, the provision, covenant, condition or restriction hereof in conflict therewith shall be deemed: (i) amended to the extent necessary to bring it into conformity with the enactment, ordinance and regulation while still preserving the intent and spirit of the provision, covenant, condition or restriction; or (ii) stricken therefrom to the extent no amendment conforming to the governmental enactment, ordinance or restriction is capable of preserving the intent and spirit of said provision, covenant, condition or restriction.

4. OWNER COMMENT

At any time, and from time to time, any Owner may provide written comments and/or suggestions to Declarant or the Association respecting matters affecting the governance of TRIP. Declarant and, if applicable, the Association and its directors, may take into consideration such comments and suggestions in connection with any action or proposed action.

ARTICLE 13 ENFORCEMENT

1. ABATEMENT AND SUIT

The Owner of each Lot shall be primarily liable, and the Occupant, if any, secondarily liable, for the violation or breach of any covenant, condition or restriction contained in this Declaration concerning its Lot. A violation or breach of any covenant, condition or restriction contained in this Declaration including, without limitation, the failure to comply with the Development Standards, shall give to Declarant and, as applicable, the Association, following thirty (30) calendar days' written notice to the Owner or Occupant in question, the right, privilege and license, but not the obligation, to enter upon the Lot where a violation or breach exists and to abate, remove, or otherwise correct, at the expense of the Owner or Occupant thereof, any improvement, structure, thing or condition that is contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate any of these covenants, conditions, easements or restrictions to enjoin or prevent them from doing so, to cause a violation to be remedied, or to recover damages for a violation. No such entry by Declarant or, as applicable, the Association or its agent shall be deemed a trespass, and neither Declarant, the Association, or their respective agents shall be subject to liability to the Owner or Occupant of the Lot for the entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a Special Assessment against and the binding personal obligation of any Owner or Occupant in violation of any provision of this Declaration and shall be subject to levy, enforcement and collection by Declarant or the Association in accordance with the assessment procedure provided for in this Declaration.

2. DEEMED TO CONSTITUTE A NUISANCE

The result of every act or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part shall constitute a nuisance, and Declarant and, as applicable, the Association may exercise every remedy, either public or private, allowed by law or in equity against the offending Owner or Occupant.

3. OTHER REMEDIES

All remedies provided in this Declaration, or at law or in equity, shall be cumulative and not exclusive, subject to the limitations on liability of Declarant and the Association provided in this Declaration. In addition to the enforcement rights granted to Declarant and Association in Article 13, Declarant or any Owner who believes that a violation of any of the covenants, conditions, easements or restrictions contained in this Declaration is occurring or has occurred may deliver written notice thereof to the Association and the offending Owner or Occupant. If within thirty (30) calendar days after the notice the Association has not commenced action to enforce this Declaration and the Owner or Occupant has not cured or commenced cure of the violation, or thereafter if the Association or the Owner or Occupant has not diligently pursued enforcement or cure, Declarant or the aggrieved Owner may bring legal proceedings to enforce this Declaration against the Owner or Occupant violating the same.

4. ATTORNEYS' FEES

In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief or injunctive relief, or any other action, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, at trial and on appeal or on petition for review of such matter and in any other proceedings including, without limitation, any arbitration (without implying any unilateral right of any party to require arbitration) or bankruptcy case or proceedings, petitions or motions in bankruptcy, in such reasonable amount as shall be fixed by the court or tribunal in proceedings or in a separate action brought for that purpose.

5. FAILURE TO ENFORCE IS NO WAIVER

The failure of Declarant or the Association to enforce any requirement, covenant, condition, restriction or standard herein contained shall in no event be deemed to be a waiver of the right to do so at any time thereafter or in any other cases nor of the right to enforce any other requirement, covenant, condition, standard or restriction.

ARTICLE 14 ASSIGNMENT OF DECLARANT RIGHTS AND OBLIGATIONS

Declarant may assign in writing all or part of Declarant's rights and powers as Declarant to the Association which thereafter shall act as successor to Declarant. Declarant may similarly assign, and an entity (which may or may not be the Association) may assume, those obligations of Declarant with respect to Open Space Tracts at TRIP provided the terms of such assignment and assumption are in writing and recorded in the official Records of Multnomah County, Oregon.

**ARTICLE 15
GENERAL PROVISIONS**

1. CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every Person who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of TRIP is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which the Person acquired an interest in TRIP.

2. LIABILITY

Neither Declarant nor the Association, nor their officers, agents, employees, contractors, successors or assigns, shall be liable to any Owner or Occupant of any portion of TRIP by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in connection with their rights or duties under this Declaration or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant or the Association to recover any damages or to seek equitable relief because of same.

3. RUNS WITH LAND

All covenants, conditions, restrictions, and agreements herein contained: (a) are made for the direct, mutual and reciprocal benefit of each and every Lot of TRIP; (b) shall create mutual equitable servitudes upon each parcel in favor of every other Lot; (c) shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and private of contract and estate between all grantees of the parcels, their heirs, successors and assigns; and (d) shall, as to the Owner and Occupant of each parcel, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels, except as provided otherwise in this Declaration.

4. SEVERABILITY

The provisions of this Declaration including, without limitation, the provisions of the Development Standards, shall be deemed independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof or of the same provision in other circumstances.

5. INTERPRETATION; DECLARANT DISCRETION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of the development of TRIP. The Article and Section headings, titles and captions have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context otherwise requires, as used herein the singular and the plural shall each include the other and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. Except where otherwise expressly provided in this Declaration, wherever this Declaration calls for Declarant's consent, approval, exercise of judgment or discretion, including references to "discretion", "sole discretion", "judgment", such may be granted, withheld, exercised or conditioned in Declarant's reasonable discretion.

6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, each Owner shall be liable to Declarant and the Association and shall indemnify, reimburse, defend and hold harmless Declarant and the Association for, from and against any injury to any person or damage to any Improvement, that may be sustained by reason of the negligence of said Owner or of its guests, employees, invitees or tenants, to the extent that any damage shall not be covered by insurance proceeds actually received by Declarant or the Association, as applicable, in connection with such event. The costs incurred by Declarant and the Association as a result of damage shall be deemed a Special Assessment of the Owner and its Lot and shall be subject to levy, enforcement, and collection by Declarant and the Association in accordance with the assessment procedure provided in this Declaration. Declarant and the Association shall also have the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage or injury caused by the Owner or by the use of the Lot of the Owner.

7. NOTICES

Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of notice to one or more co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-Owners or to the partnership, as the case may be. Personal delivery of notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, the notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by the Owner to Declarant and, as applicable, the Association or, if no address shall have been furnished, to the street address of the Lot. Notice shall be deemed delivered forty-eight (48) hours after the time of the mailing. Any notice to be given to Declarant or the Association may be sent by United States mail, postage prepaid, addressed to them at the following addresses, or at such address as shall be fixed by them from time to time and circulated to all Owners:

to Declarant:

The Port of Portland
P.O. Box 3529
Portland, OR 97208-3529
Attention: Business Development and Properties

with a copy to:

The Port of Portland
P.O. Box 3529
Portland, OR 97208-3529
Attention: Legal Department


to Association:

Troutdale Reynolds Industrial Park Owners Association
c/o Port of Portland
P.O. Box 3529
Portland, OR 97208-3529
Attention: Nicole Miranda, Property Manager

8. RECITALS

The Recitals to this Declaration are hereby incorporated into and made a part of this Declaration.
IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of the day and year set forth above.

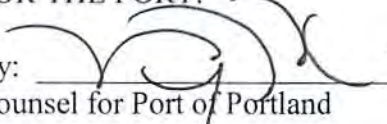
THE PORT OF PORTLAND

By: 
Curtis Reinhold for: _____
Print Name: Bill Wyatt

As Its: Executive Director

Date: February 24, 2017

APPROVED FOR LEGAL SUFFICIENCY FOR THE PORT:

By: 
Counsel for Port of Portland

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on February 24, 2017, by Curtis Robin hold as Executive Director of The Port of Portland, a port district of the State of Oregon. for

Terril Wonnacott

Notary Public for Oregon

My Commission Expires: June 9, 2018



BY EXECUTING BELOW THE DIRECTORS OF THE ASSOCIATION CONSENT TO THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TROUTDALE REYNOLDS INDUSTRIAL PARK TROUTDALE, OREGON:

Nicole Miranda

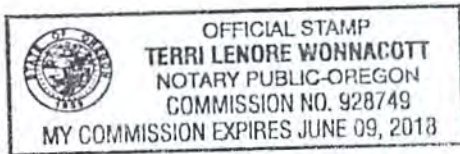
Nicole Miranda, President and Director

STATE OF OREGON)

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on February 27, 2017, by Nicole Miranda as Director of Troutdale Reynolds Industrial Park Common Area Maintenance Association.

Terri Lenore Wonnacott
Notary Public for Oregon



My Commission Expires: June 9, 2018

Shane Spannaus

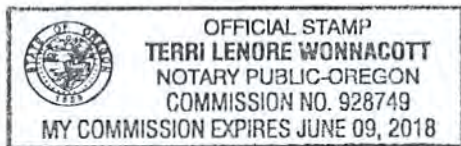
Shane Spannaus, Secretary and Director

STATE OF OREGON)

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on February 27, 2017, by Shane Spannaus as Director of Troutdale Reynolds Industrial Park Common Area Maintenance Association.

Terri Lenore Wonnacott
Notary Public for Oregon



My Commission Expires: June 9, 2018

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TRIP COVENANTS, CONDITIONS AND RESTRICTIONS PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE JOHN CROSBY DLC NO. 40, CHARLES FEZETT DLC NO. 47, CALVIN REED DLC NO. 60, LEWIS MARR DLC NO. 45 AND THE JAMES M. STOTT DLC NO. 48 LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, NORTHWEST, NORTHEAST, SOUTHEAST AND SOUTHWEST ONE-QUARTER OF SECTION 23 AND THE NORTHWEST AND NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN AND THE SOUTHEAST AND SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2 & 3, TOGETHER WITH THE PORTIONS OF TRACT B LYING WEST OF TRACT A, TRACTS C & E "TROUTDALE REYNOLDS INDUSTRIAL PARK" A RECORDED SUBDIVISION PLAT IN BOOK 1302, PAGES 46-58 ON MAY 3, 2011, PLAT RECORDS OF MULTNOMAH COUNTY, OREGON.

TOGETHER WITH ALL OF LOTS 4, 5, 6, 7, 8 & 9 AND TRACTS F & G "TROUTDALE REYNOLDS INDUSTRIAL PARK NO. 2" A RECORDED SUBDIVISION PLAT IN BOOK XXX, PAGES XX-XX ON XXX XX, 201X, PLAT RECORDS OF MULTNOMAH COUNTY, OREGON.

EXHIBIT A-2
Adjacent Property

A TRACT OF LAND SITUATED IN SECTION 22 AND 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, BEING ALL OF TRACT "A" OF THAT PROPERTY DESCRIBED IN DEED TO THE PORT OF PORTLAND, RECORDED DECEMBER 21, 2007 IN DEED FEE NO. 2007-216750, MULTNOMAH COUNTY DEED RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE FEZETT DONATION LAND CLAIM NO. 47 IN TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN; THENCE EASTERLY ALONG THE NORTH LINE OF SAID DLC SOUTH 89°53'17" EAST, 1,320.38 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID DLC; THENCE SOUTHERLY ALONG SAID DIVISION LINE SOUTH 00°11'29" EAST, 218.52 FEET TO THE NORTHERN RIGHT-OF-WAY OF THE OREGON WASHINGTON RAILROAD & NAVIGATION SPUR AND A POINT OF NON-TANGENT CURVATURE WITH A 766.34 FEET RADIUS CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 23°54'11" EAST; THENCE ALONG SAID RIGHT-OF-WAY CURVE, BEING 50.00 FEET NORTHERLY OF CENTERLINE WHEN MEASURED AT RIGHT-ANGLES THERETO, THROUGH A CENTRAL ANGLE OF 23°38'43" (THE CHORD BEARS NORTH 77°55'11" EAST, 314.02 FEET) AN ARC DISTANCE OF 316.26 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 89°44'32" EAST, 2,285.62 FEET TO THE WESTERN RIGHT-OF-WAY LINE OF NW SUNDIAL ROAD BEING 25.00 FEET WESTERLY OF THE CENTERLINE WHEN MEASURED AT RIGHT-ANGLES THERETO; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 00°16'42" WEST, 749.18 FEET TO THE SOUTHERN LINE OF THAT PROPERTY DEEDED TO PORTLAND GENERAL ELECTRIC (PGE) DATED MAY 17, 1948 AS RECORDED ON BOOK 1265, PAGE 229 DEED RECORDS OF MULTNOMAH COUNTY; THENCE ALONG SAID SOUTHERN LINE SOUTH 89°43'17" WEST, 250.00 FEET; THENCE ALONG THE WESTERN LINE OF SAID PGE PROPERTY AND ITS EXTENSION NORTH 00°16'42" WEST, 450.00 FEET TO THE SOUTHWESTERN LINE OF THAT PROPERTY DEEDED TO PACIFIC POWER AND LIGHT (PP&L) ON BOOK 637 PAGE 1597 DEED RECORDS OF MULTNOMAH COUNTY; THENCE ALONG SAID SOUTHWESTERN LINE NORTH 43°16'43" WEST, 540.76 FEET; THENCE ALONG THE WESTERN LINE OF SAID PP&L PROPERTY NORTH 02°14'57" EAST, 62.63 FEET TO A POINT 62.50 FEET NORTHERLY, WHEN MEASURED AT RIGHT-ANGLES THERETO, OF THE CENTERLINE OF THAT TRANSMISSION LINE EASEMENT RECORDED ON BOOK 1960, PAGE 517, DEED RECORDS OF MULTNOMAH COUNTY, OREGON; THENCE PERPENDICULAR TO THE SOUTHERN LINE OF THAT BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT RECORDED ON BOOK 704, PAGE 367, DEED RECORDS OF MULTNOMAH COUNTY, OREGON, NORTH 07°06'03" EAST, 80.40 FEET TO A POINT ON SAID LINE BEING 107.45 SOUTHEASTERLY FROM AN ANGLE POINT ON SAID LINE; THENCE ALONG SAID EASEMENT LINE SOUTH 82°53'57" EAST, 615.73 FEET TO THE SAID WESTERN RIGHT-OF-WAY LINE OF NW SUNDIAL ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°16'42" WEST, 380.98 FEET TO THE CENTERLINE OF A DRAINAGE DIKE; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE DIKE THE FOLLOWING COURSES;

THENCE NORTH 89°07'07" WEST, 157.40 FEET;
THENCE SOUTH 83°52'53" WEST, 544.17 FEET;
THENCE SOUTH 88°11'56" WEST, 649.79 FEET;
THENCE SOUTH 88°13'17" WEST, 706.60 FEET;
THENCE SOUTH 88°21'34" WEST, 392.14 FEET;
THENCE SOUTH 85°14'34" WEST, 334.20 FEET;
THENCE SOUTH 81°40'34" WEST, 299.90 FEET;
THENCE SOUTH 84°22'04" WEST, 529.10 FEET;
THENCE SOUTH 80°43'34" WEST, 599.51 FEET;
THENCE SOUTH 87°25'04" WEST, 301.36 FEET;
THENCE SOUTH 88°52'34" WEST, 326.20 FEET;
THENCE SOUTH 79°34'34" WEST, 699.00 FEET;

THENCE SOUTH 83°22'34" WEST, 819.52 FEET TO THE CENTERLINE OF VACATED NW CAMPBELL ROAD; THENCE LEAVING THE SAID DIKE ALONG THE CENTERLINE OF CAMPBELL ROAD SOUTH 00°10'23" EAST, 1,755.02 FEET TO A POINT IN A DRAINAGE FEATURE; THENCE CONTINUING IN SAID DRAINAGE FEATURE NORTH 89°49'27" EAST, 291.16 FEET; THENCE CONTINUING IN SAID DRAINAGE FEATURE NORTH 68°41'27" EAST, 300.00 FEET TO A POINT IN THE CENTER OF SALMON CREEK; THENCE ALONG THE CENTERLINE OF SALMON CREEK THE FOLLOWING COURSES;

THENCE NORTH 69°15'27" EAST, 92.00 FEET;
THENCE NORTH 65°49'27" EAST, 100.00 FEET;
THENCE NORTH 72°07'27" EAST, 200.00 FEET;
THENCE NORTH 82°49'27" EAST, 252.00 FEET;
THENCE SOUTH 89°23'33" EAST, 102.00 FEET;
THENCE SOUTH 83°46'33" EAST, 102.00 FEET;
THENCE SOUTH 86°36'33" EAST, 100.00 FEET;
THENCE SOUTH 70°06'33" EAST, 100.00 FEET;
THENCE SOUTH 75°11'33" EAST, 100.00 FEET;
THENCE SOUTH 80°54'33" EAST, 100.00 FEET;
THENCE SOUTH 84°54'33" EAST, 100.00 FEET;
THENCE SOUTH 82°20'33" EAST, 87.00 FEET;
THENCE SOUTH 84°52'33" EAST, 200.00 FEET;
THENCE SOUTH 79°09'33" EAST, 100.00 FEET;
THENCE SOUTH 83°09'33" EAST, 100.00 FEET;

THENCE NORTH 87°09'27" EAST, 100.00 FEET;

THENCE NORTH 71°51'27" EAST, 110.00 FEET;

THENCE NORTH 53°49'27" EAST, 58.00 FEET TO THE WESTERN LINE OF THE EAST ONE-HALF OF THE FEZETT DLC LINE; THENCE ALONG SAID WESTERN LINE NORTH 00°15'03" WEST, 249.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE FEZETT DONATION LAND CLAIM NO. 47 IN TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN; THENCE EASTERLY ALONG THE NORTH LINE OF SAID DLC SOUTH 89°53'17" EAST, 1,320.38 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID DLC; THENCE NORTH 45°38'31" EAST, 2,393.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°41'05" WEST, 65.00 FEET;

THENCE NORTH 84°18'55" EAST, 65.00 FEET;

SOUTH 05°41'05" EAST, 65.00 FEET;

THENCE SOUTH 84°18'55" WEST, 65.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OF THAT LAND FALLING WITHIN THE RIGHT-OF-WAY OF NORTH MARINE DRIVE. SAID TRACT CONTAINS 258.592 ACRES MORE OR LESS.

**EXHIBIT C
DEVELOPMENT STANDARDS**

**TROUTDALE REYNOLDS INDUSTRIAL PARK
DEVELOPMENT STANDARDS**

**THE PORT OF PORTLAND
PROPERTY AND DEVELOPMENT SERVICES
February 27, 2017**

The Port of Portland reserves the right to change these Troutdale Reynolds Industrial Park Development Standards to record such changed development standards, which shall be effective from that date of recording.

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EXHIBITS

Exhibit A	Utility Locate Wire Installation Guidance
Exhibit B	Lots Subject To The 10 Foot Vegetated Buffer Setback Within Lot
Exhibit C	Approved Airport Compatibility Landscaping Plant Species List

APPLICABILITY

The provisions of these Development Standards shall apply to all Lots located in Troutdale Reynolds Park (TRIP) in Figure 1 below. Additional restrictions on the use and development of any Lot may be imposed pursuant to deed restrictions or other agreements between Declarant and Owner or Occupant.

The Federal Department of Energy is exempt from these Standards.

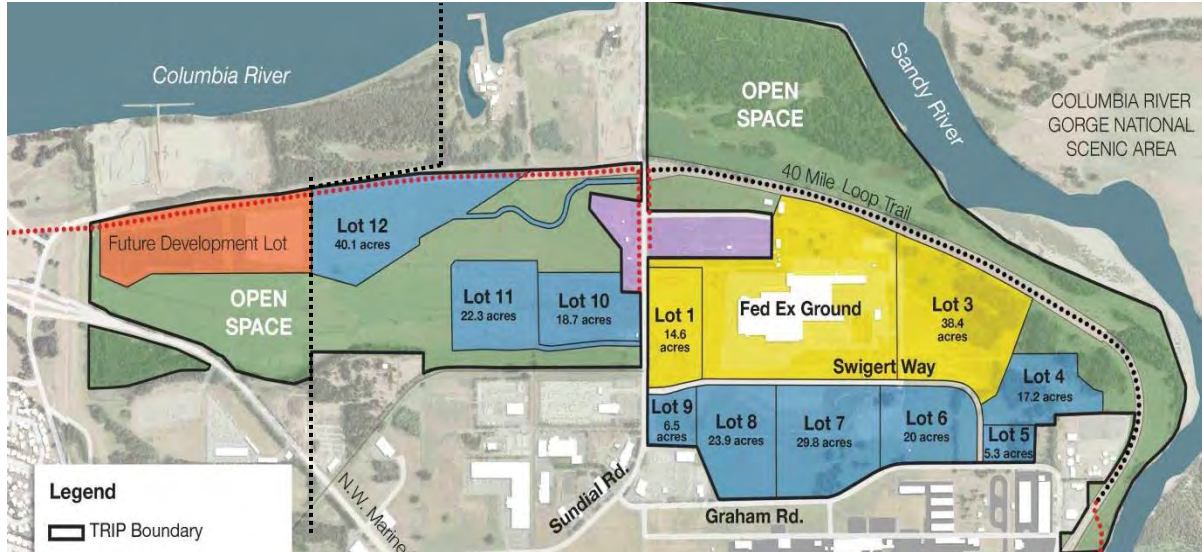


Figure 1: Lots Subject to Development Standards

INTRODUCTION

These Troutdale Reynolds Industrial Park Development Standards ("Standards") are established in an effort to better ensure properties are developed in a consistent manner throughout Troutdale Reynolds' Industrial Park (TRIP). These Standards have been prepared to ensure that high quality site planning, architecture, engineering and landscape design are developed and maintained throughout TRIP. These Standards constitute the minimum requirements related to Lot development. Enhancements beyond these requirements are encouraged. These Standards define expectations for site development and are intended to guide developers in understanding Declarant's objective of providing for well designed, attractive high quality development in TRIP.

All of the Lots in TRIP are zoned for General Industrial use. These Standards are intended to meet or exceed applicable local zoning land use. However, since codes change periodically, it cannot be guaranteed that all City requirements have been met by conformance to these Standards. In addition to these Standards and the Declaration (defined below), the City Development Code and other applicable requirements should be referenced as the first step in the overall design of any new TRIP development project. Occupants and Applicants are solely responsible for determining zoning and permitting requirements associated with use and development of any Lot. In the event there is a conflict between the Declaration, these Standards, the City Development Code or other applicable codes requirements, the most restrictive requirement shall apply.

All uses prohibited by the local Zoning Ordinance shall likewise be prohibited in TRIP. In the event there is a conflict between these Standards, local Development Codes or other applicable code requirements, the most restrictive requirement shall take precedence and apply.

1. DEFINITIONS

1.1 Airport

"Airport" means Troutdale Airport.

1.2 Applicant

"Applicant" means the individual, entity, or organization seeking to develop at TRIP subject to these Standards. An Applicant, other than the sole Owner of the Lot on which such development is proposed to occur, shall provide written approval of the application from the Owner together with authority for the Applicant to deal with the Port on all matters related to the application and related submittals, in form and content acceptable to the committee.

1.3 Business Day

"Business Day" means Monday through Friday and shall exclude Saturday, Sunday and Legal Holidays. Unless referred to as Business Days, all periods of time referred to in these Development Standards shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday or Legal Holiday. "Legal Holiday" shall mean any holiday observed by the Federal Government.

1.4 City

"City" means the City of Troutdale, or the City of Fairview, both municipal corporations of the State of Oregon, as appropriate.

1.5 Declaration

"Declaration" means the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Troutdale Reynolds Industrial Park Troutdale, Oregon, dated and recorded February 27, 2017 which supersedes the Declaration of Covenants, Conditions, and Restrictions for Troutdale Reynolds Industrial Park, dated and recorded October 10, 2008, Multnomah County Recording No. 2008-143119, as amended time to time, which establishes certain restrictions for the development of TRIP.

1.6 Development Standards

"Development Standards" also referred to herein as "Standards" means these TRIP Development Standards, as amended from time to time, that apply to the land located at TRIP.

1.7 Final Plans

"Final Plans" means detailed development plans submitted to the Port for final approval. Included are a detailed site plan, architectural and engineering working drawings, construction specifications, storm water calculations, landscape plans, sign plans, construction schedule, and other materials as determined by the Port. Final Plans approved by the Port must be used to proceed with application for appropriate state and City building permits.

1.8 Setback (Front, Rear, or Side)

"Setback" means a specified distance within which Lot improvements can be made in relation to the property line, be it front, rear, or side yard.

1.9 Landscaping

"Landscaping" means all areas within the project site which are not utilized for buildings, parking spaces, service area, vehicular circulation, outdoor storage, loading, mechanical equipment or refuse collection. Landscape areas shall include all yards, required Screening, walkways and any land not covered by buildings, structures or paved surfaces.

1.10 Lot Coverage

"Lot Coverage" means the percentage of the total impervious area of a Lot occupied by structures and/or paving for vehicle use.

1.11 Nuisance

"Nuisance" means any use or activity which produces any of the following or similar effects discernable outside of site boundaries or affecting any surrounding property: (a) noise or sound that is objectionable due to its volume, duration, frequency or shrillness; (b) vibration, smoke, gas, fumes, odors, dust, dirt or ash; (c) unusual fire or explosive hazards and excavation. Only excavation made in connection with construction is permitted.

1.12 Occupant

"Occupant" means individuals and organizations that have purchased or leased property which is subject to regulation or control by the Port.

1.13 Performance Standards

"Performance Standards" means guidelines which are provided in order to avoid the creation of Nuisance or unsanitary conditions in developed areas within TRIP.

1.14 Preliminary Plan

"Preliminary Plan" means design concept plans submitted to the Port for initial review and approval prior to detailed planning and design. Included are conceptual site and building plans, conceptual landscape plan, proposed uses and approximate locations of utilities, loading areas, mechanical equipment and any other special apertures.

1.15 Property Line

"Property Line" means the boundary which limits the extent of a particular Lot of land.

1.16 Screening

"Screening" means to conceal the view of a particular function or area from the street or adjacent properties with such methods as landscaping, berms, fences or walls.

1.17 Sign Area

"Sign Area" means the area of the sign's surface (per side) which displays letters or symbols.

1.18 The Port of Portland

"The Port of Portland" ("Port") means a municipal corporation organized under the laws of the State of Oregon and governed by a nine (9) member board which establishes and controls the Port's policies and activities.

1.19 Variance

"Variance" means a written notification by the Port which allows modification to one or more Development Standards as they apply to a particular Lot.

2. PLAN REVIEW

2.1 Policies

The following policies indicate the intent of the plan review process:

(a) The development of sites in TRIP shall conform to these Development Standards and those of other appropriate governing bodies, including but not limited to, the City of Troutdale or Fairview, as appropriate, the Oregon Department of Environmental Quality ("DEQ"), the Environmental Protection Agency ("EPA"), the U.S. Army Corps of Engineers ("ACOE"), the Oregon Department of State Lands ("DSL") and the Federal Aviation Administration ("FAA"), where applicable.

(b) The Port shall review all plans to ensure that development in TRIP meets the requirements of these Development Standards. The Port will evaluate the proposed plans based upon the intent of these Development Standards, available facts regarding the particular project, and the best interests of all property owners. The review process will consider the unique aspects of each of the Occupant's requirements and is designed to assist individual Occupants in following the proper procedures in order to avoid delay or inconveniences in the execution of plans. This review covers site planning, architecture, landscape architecture, civil engineering, utilities, signing and exterior lighting for new construction, remodeling, alterations or additions. Interior modifications which do not alter the function of the building are exempt from this requirement.

(c) All plan reviews will consider three distinct areas:

- A review for conformance with requirements such as Setbacks, building height, landscape and plantings, utility design and other technical and engineering standards.
- A review of subjective design elements such as architectural style, site layout, landscaping and compatibility.
- A review of proposed sustainability practices to be implemented as part of the site development.

2.2 Port Contact

All plans and correspondence concerning submission of plans for original construction, additions, or remodeling, shall be directed to The Port of Portland, Tenant Improvements Services. The street address is: 7200 NE Airport Way, Portland, OR 97218. The mailing address is P.O. Box 3529, Portland, OR 97208.

2.3 Review Process

The review process for Lot development within the TRIP is divided into the following steps:

- (a) Pre-design/Orientation Meeting;

(b) Preliminary Plans submitted to Port and City. Plan review can take place concurrently with the City, but please note that Port approval of Port-required design elements including Form 7460-1 review by the FAA (if any) must be obtained prior to submission of application for building permit to City (if determined to be necessary at pre-design meeting);

- (c) Preliminary Plan review;
- (d) Final Plan review, concurrent with City building permit review;
- (e) City building permit and issuance;
- (f) As-constructed drawings provided to the Port.

The following Sections discuss the process and the materials to be submitted for each step.

2.4 Pre-design/Orientation Meeting

Prior to moving forward with City or other related permitting, the Applicant must schedule a mandatory pre-design and orientation meeting with Port staff for the purpose of presenting these Development Standards, applicable portions of City, Federal and State stormwater permits, and any relevant review procedures. The purpose of this meeting is to ensure that the development process, from Preliminary Plans to building occupancy, goes as smoothly and as quickly as possible. The Applicant will also have the opportunity to discuss the design concept and specific issues affecting that particular site, and ask questions of Port staff concerning any aspect of these Development Standards.

In order to schedule a pre-design-meeting the applicant shall submit the following items for consideration:

- A. General Information
 - Applicant name and contact information
- B. Schematic Site Plan
 - Include, at a minimum, proposed building footprints, travel ways, parking areas and areas to be landscaped.
- C. Project Narrative
 - A written description of the proposed development.

2.5 FAA Form 7460-1 Review Process

If determined to be necessary during the pre-design process, Applicants may also be required to submit a completed FAA *Form 7460-1, Notice of Proposed Construction or Alteration* ("Form 7460-1") application to the FAA for review. The FAA requires that all development on property adjacent to an airport be reviewed prior to any construction, for potential impacts to navigable airspace and compliance with applicable FAA regulations. Applicant will work with the Port to complete the technical portions of the form and Port will submit the Form 7460-1 on Applicant's behalf following submission through the Port's Tenant Construction Coordinator. Any changes to an approved application (whether or not such changes constitute material changes) may trigger the need to file a follow on Form 7460-1 with the FAA.

2.6 Preliminary Plan Review

Preliminary plan review will focus on the general design concept and uses for the site. Resolution of site specific Lot development related issues will be part of this review process. There are two (2) key submittal requirements for Preliminary Plan review: (a) provide conceptual site and building plans, which shall focus on proposed approximate building footprint(s), access and parking, landscape and pedestrian circulation concepts, etc. in addition to the relationship to buildings and other existing development on adjacent sites; and (b) provide a project description which will include the types of uses envisioned for the site, such as the anticipated number of employees, estimated number of trips per day, approximate building square footage and landscaping and paved area calculations. This description may be incorporated into the drawings, if appropriate. All Preliminary Plans and descriptions shall be submitted to the Port for review; electronic submittals are preferred. All plans must be submitted at the same time. The length of the review period can vary depending on the completeness of the submitted materials and the need for interaction between Port staff and the design team. If submittal requirements are met, the Port will review and provide written comments on Preliminary Plans within fifteen (15) Business Days.

2.7 Preliminary Plan Submission

Preliminary Plan Submission shall consist of the following:

- (a) General drawing information including title, date, owner, architect, engineer, landscape architect, location, north arrow, datum and scale.
- (b) Site plan(s) drawn to an appropriate scale which will clearly show:
 - The location and dimensions of Lot lines, street rights of way, easements and Setbacks (buildings, parking, etc.).
 - Building location(s).
 - Approximate driveway and curb cut locations and sizes, with arrows indicating vehicular traffic patterns into and out of the site, and to and from all loading and parking areas.
 - Approximate parking, loading and service area layout, including designated parking areas (employee, visitor, etc.), maneuvering areas, future parking expansion areas, outdoor storage areas and refuse collection locations. Approximate amount of impervious surface area.
 - Approximate location of sidewalks and pedestrian paths.
 - Landscape plan including proposed plant materials as well as the location of screening, berms, etc.
 - Composite utility plan for all utilities including gas, electricity, telephone, water, storm and sanitary sewers. The approximate location of transformers or other similar facilities shall also be noted.
 - Preliminary grading and site drainage information. Location and type of stormwater treatment facilities, including specifications.
 - Phasing concept, if appropriate.

(c) Generalized floor plans and conceptual drawings which indicate the scale and uses for all areas of the building(s).

(d) Proposed exterior wall and roof materials.

2.8 Final Plan Review

The purpose of the Final Plan review is to examine and approve construction drawings. The Port will consider phased submittals if such are prepared for permitting purposes for the City. All required Final Plan materials must be submitted at the same time. The review time will be extended if the submittal is incomplete. The Port will review and approve plans which meet these Development Standards within fifteen (15) Business Days. If these Development Standards are not met, the project will either be approved with conditions (to meet specific Development Standards), or not approved, pending further work by the Applicant or design team, as necessary, in the areas of non-conformance. Final Plans must include the following:

(a) General drawing information (see Section 2.7).

(b) Detailed site plan including the location and dimensions of Lot Lines, street rights-of-ways, easements, Setbacks, buildings, driveways, parking lots, circulation and loading areas, sidewalks and pedestrian paths.

(c) Complete civil engineering design drawings, including cover sheet, dimensioned site plans, utility plans, elevations and details, grading and erosion control, parking, internal circulation plans, site lighting plan, signage plan and sign specifications, landscape planting plan, water quality treatment plan, and stormwater treatment facility plan and report. Architectural design drawing set, including building design elevations and detail of railing, fencing, fascia, trim and other decorative elements.

(d) One (1) copy of the construction schedule for the purpose of coordinating Port and Occupant construction activities.

(e) Construction specifications may be required for clarification by special Port request. Excess excavation material placement plans must be approved by the Port's Environmental Manager. The Port may require testing of material prior to final placement.

(f) One (1) copy of the exterior material color board with building perspectives from all sides of the building(s), upon request.

(g) One (1) copy of all geotechnical/soils analyses performed at the site.

2.9 City Building Permit Review; Sandy Drainage Improvement District Review

Applicant may submit its Final Permit plans to the City for building permits concurrently with Port review. It is the responsibility of the Applicant to obtain all required building permits from the City and all other approvals, permits and authorizations required in connection with the proposed work prior to commencement of any construction activities on the site. The City will circulate copies of the Applicant's plans to the Sandy Drainage Improvement District (SDIC) for review and approval; SDIC will ensure that the site development does not impact flood control or the levee system that borders TRIP.

2.10 Record Drawings

As-constructed documentation of all development on the site and all underground utilities, including any required utility easement areas, shall be furnished to the Port no more than thirty (30) days after final City Certificate of Occupancy permits are granted or construction is completed. Documentation must include one (1) full-size hard copy drawing set and CAD files.

2.11 Modification of Approved Plans and of Existing Buildings or Improvements

Any modifications to approved Final Plans prior to completion of construction, as well as any modifications to existing buildings and improvements, must comply with these Development Standards. Significant changes to Final Plans prior to the completion of construction require Preliminary Plan and Final Plan approval in the manner described in Sections 2.7 and 2.8. Port's review of approved plans and modifications to existing buildings shall be limited to the proposed material change(s) to previously approved plans, notwithstanding any amendments to these Development Standards adopted after the original approval of such existing buildings and any other site improvements. Additionally, any changes to previously approved stormwater facilities and stormwater plans on Lot 4 through Lot 11 and the Fairview Lot will require Port approval in order to comply with the Port's Federal and State wetland fill and mitigation permits, as per Section 4 of these Standards. Any changes to approved Final Plans (whether or not such changes constitute material changes) may trigger the need to file a Form 7460-1 with the FAA.

2.12 Variances

The Port recognizes that unique situations arise related to site development, which may warrant modification to these Development Standards. A formal written request for an exception shall be submitted to the Port stating the reason for the request and the applicable Section. The Port will evaluate each request and notify the Applicant in writing of the decision within fifteen (15) Business Days. The request may be approved only if the Port determines that: (a) the enforcement of the Development Standard in question would cause development constraints which would make the site significantly more difficult to develop than other sites subject to the same Development Standard; (b) the nature of the proposed use/business requires special consideration in the development of the site; and (c) there would be no adverse impacts to adjacent existing development or to the provision of basic services. Written findings addressing each of these three criteria will be included with the variance approval request. Reasonable conditions of approval related to the Variance may be required by the Declarant as part of the Variance approval.

3. DESIGN STANDARDS

3.1 Site Planning

The site planning of individual lots within TRIP is intended to respond to the wide range of conditions and uses found in the area. Key site planning elements addressed in this Section include DOT and FAA requirements resulting from the Property's proximity to the Troutdale Airport, Setbacks, landscaping, storm drainage, service and loading areas, vehicular access, circulation and parking, pedestrian circulation and utilities. Structures on the site shall be placed to maximize the potential of the individual site and reduce impacts on adjacent land uses.

3.2 Development

Development of Lots at TRIP is subject to the following standards:

TROUTDALE REYNOLDS INDUSTRIAL PARK	
Front Yard Setback related to Buildings	
Graham Road	30 Feet Minimum
Swigert Road	30 Feet Minimum
Sundial Road	30 Feet Minimum
Front Yard Setback Parking and Vehicle Maneuvering Ares	
Graham Road	20 Feet Minimum
Swigert Road	20 Feet Minimum
Sundial Road	20 Feet Minimum
Rear or Side Yard Setbacks	10 Feet Minimum
Corner lot Street Side	20 Feet Minimum
Landscaping	15% Minimum
Lot Coverage (All Impervious Areas)	85% Maximum
Height	65 Feet Maximum
Vegetated Buffer Setback Lot 10, 11, and Fairview Lot	10 Feet (see Exhibit B)

3.3 Curb Cuts

Curb cuts providing vehicular access to and from a site shall be in accordance with City and County standards. Landscaping and signage shall not obstruct lines of site for traffic entering and exiting driveways.

3.4 Driveway Width and Thickness

Driveways accommodating truck traffic shall have an unobstructed minimum width of twenty (20) feet for one-way traffic and thirty (30) feet for two-way traffic. Driveways used only by automobiles may be a minimum width of twelve (12) feet for one-way traffic and twenty-four (24) feet for tww-way traffic. Driveways must be eight (8) inches thick to prevent damage from heavy trucks and other equipment.

3.5 Parking and Circulation Area

The following Development Standards shall apply.

(a) Parking areas with more than ten (10) spaces shall be designed with landscape islands. Islands shall be at least five (5) feet wide and a minimum of fifty (50) square feet. A minimum of one (1) island per twelve (12) cars is required. Temporary parking areas, if permitted, may require Screening and will be reviewed on a case-by-case basis.

(b) Standard parking stalls, aisle widths and maneuvering areas shall be used.

3.6 Company Fleet Vehicles

Fleet parking shall only be permitted in paved parking or storage areas. All parking and outdoor storage Screening requirements shall be met.

3.7 Parking Lot Landscaping

All parking areas shall be screened by perimeter landscaping and designed with landscape islands (see Section 9.2 for specific landscape Development Standards).

3.8 Surfacing

All parking areas shall be paved with asphalt or concrete or pavers and be properly graded and drained. Pavement shall be of adequate strength for the expected traffic. All parking stalls shall be clearly marked on the paved surface. Consider using permeable or grid surfacing where appropriate.

3.9 Service and Loading Areas

(a) Service, loading and maneuvering areas shall not extend into Setback Areas. All loading areas shall be located to the rear of the building unless impractical from an operational perspective. When it is not possible to locate the loading areas near the rear of the building, then they shall be located along the sides of the building and adequately screened from view of adjacent properties and public rights-of-way. Loading areas should be oriented away from adjacent non-industrial uses. Off-site vehicle loading is not permitted.

3.10 Refuse/Recycling Collection Areas

- (a) Refuse/recycling collection areas shall be located in rear or side yards.
- (b) All such collection areas shall be fully enclosed and containers shall be covered to prevent exposure to stormwater.
- (c) The collection area enclosure shall be a minimum of six (6) feet in height. The enclosure must be designed to complement the building and other improvements near the facility.
- (d) Enclosure doors must have the same parallel alignment and close completely without a gap. The enclosure must be located in a manner that facilitates trash and recycling truck access entirely on the Lot(s) the enclosure serves, and to all extents practical shall be located away from adjacent Lots to minimize noise and odor impacts.

3.11 Outdoor Storage Areas

- (a) All outdoor storage areas must be shown on Preliminary Plans and Final Plans.
- (b) Outdoor storage shall be located in rear and side yards, but shall not extend into required Setback Areas. In no event shall outdoor storage occur within thirty-five (35) feet of the front Property Line.
- (c) Outdoor storage areas shall be screened from view from the street and adjacent properties, using either berms and a dense landscape screen, or a solid masonry wall.
- (d) Landscape screening of outdoor storage areas shall be an appropriate size at maturity to accomplish its intended purpose.

(e) Outdoor storage shall not interfere with required parking or vehicular access.

(f) Outdoor Storage areas that have the potential to contribute pollutants to the stormwater conveyance system will require the materials to be placed in an enclosure that prevents runoff or spillage.

(g) Outdoor storage areas shall be restricted to nonhazardous materials only.

3.12 Storage Tanks

(a) Above ground storage tanks shall be screened to the extent possible by landscape or a solid fence or wall.

(b) Underground storage tanks proposed within TRIP, if approved, will require an Underground Storage Tank agreement between the Occupant and the Port.

3.13 Utilities; Survey

(a) If it is found that the monuments have been disturbed or destroyed at any time, it will be the responsibility of the Occupant to replace and file a Record of Survey with the Multnomah County Surveyor's office. Said survey must be performed by a Professional Land Surveyor licensed with the State of Oregon in accordance with ORS 209.250. Prior to submitting the survey to the county surveyor, the Occupant will submit a copy of said survey to the Port survey department for review.

(b) The Occupant shall be responsible for scheduling the placement of locate wire and warning tape for all underground utilities including storm sewer, sanitary sewer, water, gas, electricity, communications and irrigation mainlines during construction. Locate wire must be installed as referenced in **Exhibit A**. If it is found that the locate wire does not meet the referenced specifications, it will be the Occupant's responsibility to repair at no cost to the Port.

3.14 Utility Locations

To the greatest extent practical, all utilities shall be installed underground or screened from public view.

3.15 Permits and Easements

(a) Permits or easements shall be obtained from the Port for all utilities crossing Port property, including, but not limited to, sanitary sewer, storm sewer, water, gas, electricity and communications.

(b) Removal and replacement of Port facilities in connection with the construction of utilities shall be in conformance with Port specifications and under Port supervision.

(c) Indemnities shall be provided to the Port for use of Port permit or easement areas.

4. STORMWATER DESIGN STANDARDS

All surface and storm drainage facilities shall meet City requirements. The project should be designed to maintain natural storm water flows by promotion of filtration. Use of vegetated roofs, pervious paving and other techniques are encouraged.

Stormwater generated on any Lots in TRIP shall be managed onsite appropriately prior to offsite discharge. Any development within TRIP, including modifications to the surface conditions or construction improvements, shall be performed in a manner that provides for adequate and lawful stormwater collection, transport, and discharge. Stormwater management shall not allow the accumulation of stormwater or run-off to adjacent properties. All Occupants must comply with the Laws of the appropriate Local State and Federal jurisdictions regarding water quality, stormwater, and on-site treatment methods.

Stormwater treatment facilities on Lots 4 through 12, must be designed to comply with City of Troutdale stormwater management requirements, and the Fairview Lot designed in compliance with City of Fairview stormwater management requirements, which are consistent with the City of Portland Stormwater Management Manual (SWMM). The City of Portland (SWMM) is a technical document that outlines stormwater management requirements. The requirements defined in the manual apply to all development and redevelopment projects within the Lots subject to these Development Standards at TRIP on both private and public property and the right-of-way.

The preferred method to stormwater management emphasizes the use of vegetated surface facilities to treat and infiltrate stormwater on the property where the stormwater runoff is created. Infiltrating stormwater onsite with vegetated surface facilities is a multi-objective strategy that provides a number of benefits, including but not limited to pollution reduction, volume and peak flow reduction, and groundwater recharge. These benefits play a critical role in protecting stormwater infrastructure and improving watershed health.

The City of Troutdale requires Best Management Practices for stormwater treatment facilities to be sized for the minimum treatment flow rate based on the Rational Method for hydrologic runoff:

$$Q = C * i * A$$

Where:

Q = minimum water quality treatment flow rate (cubic feet per second)

C = runoff coefficient (unit less)

i = rainfall intensity required to treat 90% of average annual runoff (inches/hour)

A = drainage area (acres)

The Port has received wetland fill and mitigation permits from the Army Corps of Engineers (ACOE), National Marine Fisheries Service, U.S. Department of Environmental Quality, and Oregon Department of State Lands. Therefore in addition to City requirements, these Federal and State permits will affect the stormwater and water quality treatment facilities for developments on TRIP Lots 4 through Lot 11, and the Fairview Lot. The Port will require additional information and coordination from the Applicant with regards to the aforementioned Lots in order to comply with the Federal and State Permit requirements.

Lots 4, 6, 7, 8 and 9 are located in the Groundwater Restricted Zone. All stormwater facilities that are installed within Groundwater Restricted Zone shall be lined with an impermeable membrane.

Regulatory guidance regarding stormwater management facilities on and around an airfield is found below.

4.1 FAA

Federal Aviation Administration (FAA) Advisory Circular 150/5200-33A, *Hazardous Wildlife Attractants On or Near Airports*, Section 2-3.b: The FAA strongly recommends that

off-airport stormwater management systems located within the separations identified in Section 1-2 through 1-4 [ten thousand (10,000) feet and five thousand (5,000) feet respectively for turbine powered and piston powered aircraft] be designed and operated so as not to create above-ground standing water.

To facilitate the control of hazardous wildlife, the FAA recommends the use of steep-sided, rip-rap lined, narrow, linearly shaped water detention basins. If the basin is designed to hold water onsite, then it is recommended that it be designed so as to not retain water for more than forty-eight (48) hours following a storm event. All vegetation in or around detention basins that provide food or cover for hazardous wildlife should be eliminated. FAA encourages the use of underground stormwater infiltration systems, such as French drains or buried rock fields, because they are less attractive to wildlife.

4.2 Oregon Airport Rules

Oregon Airport Rules (OAR) 836.623: "No new water impoundments of one-quarter acre or larger shall be allowed within an approach corridor and within five thousand (5,000) feet from the end of a runway...."

5. COMPLIANCE WITH ENGINEERING AND INSTITUTIONAL CONTROLS APPLICABLE TO THE PROPERTY

TRIP is located on land that is listed on the CERCLA National Priorities List. This land is subject to the environmental cleanup and natural resources damages restoration requirements and restrictions described in: (a) the EPA's Final Record of Decision for Final Remedial Action dated September 29, 2006 ("ROD"); (b) the United States – Reynolds Metals Company ("RMC") Consent Judgment resolving clean up and natural resources damages; and (c) the State of Oregon – Reynolds Metals Company Consent Judgment resolving clean up and natural resources damages and the DEQ/RMC Easements and Equitable Servitudes. Occupant agrees to comply with the terms of the engineering and institutional controls required by the ROD and the Consent Judgments to the extent applicable to Occupant's property. Reynolds Metals Company designed, constructed, and operates a groundwater treatment system to implement the contaminated groundwater remedial action selected in the EPA's ROD ("Groundwater Treatment System"). The Groundwater Treatment System includes production wells, focused extraction wells and associated infrastructure. All Occupants must allow the Port (and its designees, including RMC, EPA and DEQ) reasonable use of and access to the Groundwater Treatment System located on Occupant's property to operate, maintain, modify and enhance the Groundwater Treatment System as required by the ROD in a manner that will not unreasonably interfere with Occupant's operations. Occupants must design, construct and operate all improvements in the Troutdale Reynolds Industrial Park in a manner that will not interfere with access to, or operation of the existing Groundwater Treatment System including all associated wells, infrastructure and systems to monitor performance and surrounding groundwater conditions for purposes of implementing the ROD.

6. BUILDING DESIGN

(a) The use of contemporary architectural styles is strongly encouraged. The use of unusual or eccentric architectural elements which would detract from the quality image of TRIP will not be allowed.

(b) Buildings shall be constructed of concrete tilt up panels, brick, natural stone or wood, in order to guarantee low maintenance, stability, and a long life span. The use of plywood, particle board, fiberglass or plastic as siding or roofing is prohibited.

(c) High quality building materials of a permanent low-maintenance type shall be used on all exterior walls of a building. Design and color shall be used consistently throughout each site. The use of two or more exterior colors is strongly encouraged to enhance the building. All exterior colors and materials shall be approved by the Port.

(d) The use of parapets, canopies and fascias is encouraged to break up large, uniform wall surfaces. Such features shall be in proportion to wall height and building mass.

(e) Architecturally enhanced metal buildings may be approved on a case-by-case basis, and only in locations that are not visible from public roads. Long, uninterrupted panels used for metal buildings will not be allowed. If metal structures are permitted, the use of articulating details shall be incorporated into the design. Pre-fabricated metal buildings will not be allowed. Applicants are encouraged to consider the use of concrete or other type of base for metal buildings.

(f) All mechanical equipment located on roofs shall be fully screened from street views. Penthouses shall be an integrated part of the building façade and shall be constructed of compatible materials. Signs, letters, designs or other graphics shall not be painted or placed on roofs. Materials used for roofs shall have a non-glare surface. Satellite dishes, antennas or other communication equipment shall not be mounted on the roof.

(g) Trailers, mobile offices and other temporary structures will not be permitted, except during construction. All approved temporary structures must be removed promptly upon completion of the project.

7. LANDSCAPE DESIGN

All land not covered by buildings, structures or paved surfaces shall be landscaped. Groundcovers must be planted at sufficient density as cover all bed areas within one year of growth. Bark chips or dust is not considered a lawn or groundcover substitute. No un-landscaped area will be accepted, except in phased development where undeveloped area shall be rough seeded. All landscaping shall comply with the Troutdale Airport Wildlife Hazard Management Plan and all applicable standards contained in these Development Standards.

7.1 General Landscape Design Requirements Associated with Airport Compatibility

Landscaping should not create habitats attractive for wildlife species of concern. Therefore, the goal of landscaping in this area is to provide a visually pleasing landscape that does not constitute an unacceptable wildlife risk to aircraft operations. All landscaping will consider the operational and safety needs of the Troutdale Airport as follows:

(a) Because of the potential for landscaping to support wildlife species of concern that could pose an unacceptable risk to aircraft operations, aviation wildlife concerns need to be incorporated into landscape project planning.

(b) Species of vegetation must be represented on the plant species list attached hereto as **Exhibit C** or be demonstrated to meet the wildlife attractant screening criteria prior to planting. It is strongly recommended that Occupants and their contractors use only plants listed in

Exhibit C. The species on **Exhibit C** have been selected to meet criteria for maintenance, wildlife, and security issues.

(c) Groundcover shall be a size and density to fill in within one (1) year of planting.

(d) All required landscaping shall be fully installed within six (6) months after final inspections of the buildings constructed on the site.

(e) Trees approved for planting should have varied canopy types and varied heights, both at time of planting and at maturity. This will discourage homogeneity, which attracts starlings or any other wildlife species of concern due to the increased thermal cover and protection from predation. No uniform, even, or continuous canopies will be allowed. In addition, trees will be planted in a manner such that there are no more than twenty percent (20%) evergreen species. . Please note that City street tree requirements (trees within the right-of-way) may vary from these Development Standards. In case of a conflict, the more restrictive requirement shall apply.

(f) Selection of shrubs should be a mix of deciduous and coniferous species with no more than fifty percent (50%) evergreen species, planted to avoid continuous blocks of evergreen cover. Selection will be based on species that do not exceed a height of thirteen (13) feet at maturity. Shrubs will be planted ten (10) feet away from all trees (Figure 1).

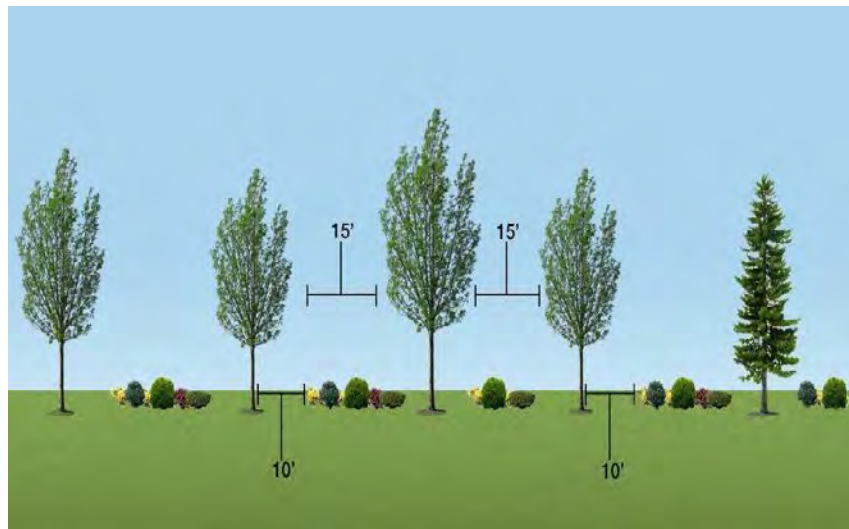


Figure 1. Conceptual landscaping design for the Secondary Zone.

(g) Tree species selected should tend toward columnar shapes, which have a vertical branching structure that minimizes perching and nesting opportunities for birds.

(h) Sterile (non-fruiting) varieties of trees will be maintained and utilized.

(i) If, despite following the above guidelines, any landscaped area is documented by the Port to be a safety, security or wildlife hazard attractant, it will be managed using appropriate techniques such as pruning, thinning, or selective removal. No planting of new trees will be permitted in areas with documented hazards. Trees removed as documented hazards may be replaced with approved shrub species at densities meeting these Standards.

(j) The use of berms throughout a landscape design is highly encouraged. If utilized for landscaping purposes, berms should vary in height and be fully landscaped with lawn

and groundcover and or shrubs. Berms should vary in height and shall be fully landscaped with lawn and/or groundcover and shrubs. The maximum slope on a berm shall be 4:1 for lawn. Berms may be steeper if planted with another groundcover which can be adequately maintained on a steeper slope.

(k) An underground automatic irrigation system shall be provided for all plan material, except for rough seeded areas. Water conservation watering systems and/or grey water and/or condensate water for irrigation is encouraged.

(l) Landscaping shall be used as screening from adjacent streets and property.

(m) Parking lots shall be screened from the street and adjacent property. A dense screen shall be provided to a minimum height of three (3) feet, measured from the parking lot surface.

(n) Landscaping adjacent to building entries shall be used to soften edges between the main building and parking areas and channel pedestrian traffic to main point of entry to buildings.

8. FENCES AND WALLS

(a) Wall and fence design, color and materials must complement the landscaping and building architecture.

(b) No fence or wall shall be located in the Front Setback area. Perimeter fencing and walls around the entire site and barbed wire is not permitted, except by special request for security purposes. Razor wire is not permitted under any circumstance. Galvanized chain link fencing is not permitted; chain link fencing must be vinyl coated. Fencing slats are not allowed.

(c) No fence or wall shall exceed eight (8) feet in height, except to screen mechanical equipment, outdoor storage areas and storage tanks.

(d) Pad mounted transformers and other utility and mechanical equipment and boxes shall be completely screened from view with plant material that is consistent with the utility company regulations and compatible with the surrounding landscape.

9. SITE LIGHTING

(a) Exterior lighting shall be controlled by photo electric Switch, clock Switch or both, in accordance with Oregon energy code.

(b) Lighting levels, colors and fixture types shall be consistent throughout the site and shall complement the architecture and landscaping. Street lighting, area parking and general site lighting shall be designed in accordance with the latest edition of the Illuminating Engineering Society Reference and Application Handbook.

(c) All lighting shall use cut-off type fixtures. No lighting shall cast glare onto adjacent parking lots, buildings and streets.

(d) Up lighting and other illumination effects producing glare shall be designed to prevent interference with night time vision of the Airport traffic controllers and of aircraft pilots.

(e) Wooden light poles shall not be permitted. Poles shall be either steel or aluminum. Poles shall have a painted or anodized finish to match site-lighting fixture housing.

(f) All design light levels are to be considered Average Maintained, utilizing factory certified maintenance factors.

(g) General areas and parking areas shall have pole-mounted cut-off lamp fixtures to create a washing effect. Pole heights shall be twenty (20) to thirty (30) feet. Foot-candle range shall be two (2) to three (3), with a 4:1 average to minimum ratio with a one (1) foot-candle minimum.

(h) Main entrances to parking lots shall have pole-mounted cut-off type fixtures. Required foot-candle range, from three (3) to five (5), shall be higher to provide a visual signal of entry and provide additional illumination for safety purposes. Pole height shall be consistent with parking lot light, twenty (20) to thirty (30) feet, or as additionally restricted by the FAA.

9.1 Exterior Building Lighting

(a) Lighting shall be designed to highlight, not dominate the design of the building.

(b) Exposed lamp source light fixtures are prohibited. No visible light source will be permitted.

(c) All architectural lighting shall be indirect wall lighting (i.e., wall washing), overhead down lighting or interior illumination which spills outside.

(d) Formal entries of buildings shall use recessed or controlled cut-off wall fixtures to create an indirect wall washing effect. Side entries shall use recessed or controlled cut-off wall fixtures, with a foot-candle range of three (3) to five (5).

9.2 Service Areas/Loading Areas

(a) Service area lighting shall be contained within the boundaries of the Screening wall. No light shall spill over to areas outside of the service or loading areas.

(b) The light source shall not be visible from the street or adjacent property.

(c) Service/loading area lighting shall use controlled cut-off type wall or pole-mounted light fixtures. Outdoor pedestrian areas (i.e., courtyards, entries, etc.) and paths shall use either lamps mounted in bollards or on eight (8) to ten (10) foot posts, or other treatments which provide adequate illumination.

10. ROOF AND GROUND MOUNTED EQUIPMENT

(a) Equipment shall only be located in Side and Rear Setback Yards and shall not be located within fifty (50) feet of the front Property Line.

(b) Equipment shall be screened with appropriate plant material that is consistent with the utility company regulations and compatible with the surrounding landscape.

(c) Such equipment shall not extend into the side Setback Area and shall not be mounted on the roof of a building or structure.

11. SIGNS

Signs are an important element contributing to the identity of TRIP and are intended to add to the aesthetic appeal of the area. The use of signage shall be coordinated with landscape and building elements and shall complement the overall design of the project. Consistent colors, materials and

typography for all signs will contribute to the high image of TRIP. Signs are to be for identification and direction only – not for advertising.

(a) All signs shall be integrated with the architectural and landscape design of the site and shall be in scale with their surroundings.

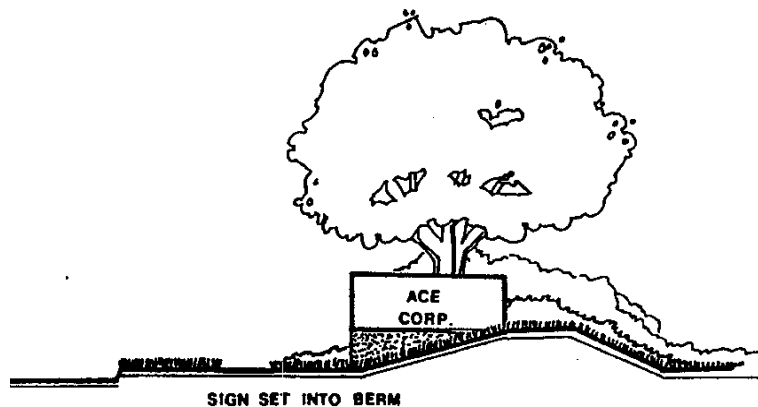
(b) The Port shall review and approve all sign designs prior to the Occupant obtaining sign permits.

(c) Flashing and rotating signs; billboards; roof signs; temporary signs, including but not limited to banners, reader boards and A-frames; signs placed on fences; signs painted on exterior surfaces of any building (except inset letters or symbols) and vehicles used as signs are prohibited.

(d) All freestanding business identification signs shall be located at least ten (10) feet behind the Property Line.

(e) Freestanding signs shall not be placed on top of berms, but may be set into a berm.

(f) All freestanding signs shall be constructed of concrete, brick, stone or anodized



metal.

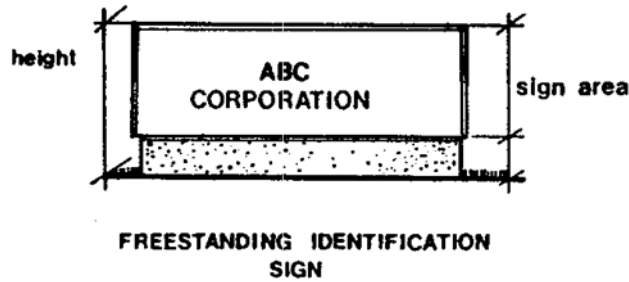
(g) Freestanding signs shall only be illuminated by backlighting of raised letters, internally illuminated individual letters or by low intensity spotlights. Internally-illuminated box or can signs may be approved on a case-by-case basis. No sign illumination shall create glare or up lighting which interferes with aircraft. All light fixtures shall be screened from view.

(h) All signs shall meet City requirements.

11.1 Freestanding Business Identification Signs

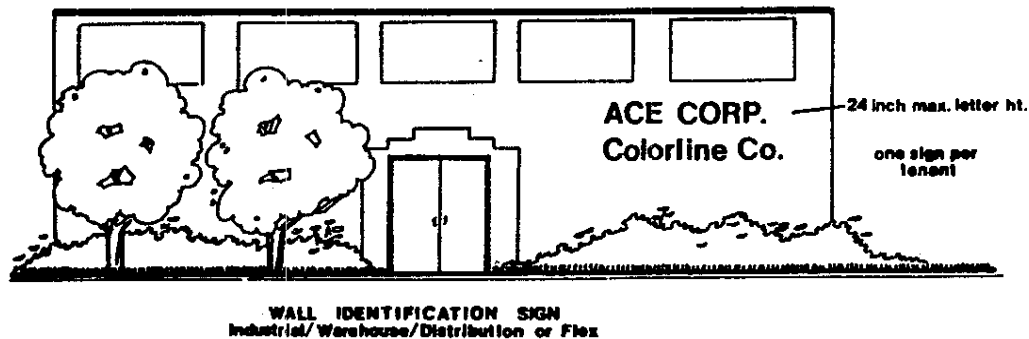
(a) **Single Tenant Sign.** One (1) business identification sign of a freestanding, solid base, monument type will be permitted for each street frontage on a single Tenant site. The sign shall not exceed seventy two (72) square feet in Sign Area. If pole mounted a maximum height of (10) feet from finished grade level is allowed. The base or pedestal of the sign is not included in the Sign Area calculation, but is included in the height. No other freestanding advertising sign or billboard shall be permitted.

(b) Multi-Tenant Sign. One (1) freestanding, solid base, sign will be permitted for each street frontage on a Multi-Tenant site for the purpose of identifying the building(s) and its Tenant(s). The sign shall not exceed ninety (90) square feet in Sign Area and ten (10) feet in height from the finished grade. The base or pedestal of the sign is not included in the Sign Area calculation, but is included in the height. No other freestanding advertising sign or billboard shall be permitted.



11.2 Building-mounted Business Identification Sign and Logo

One (1) business identification wall sign or logo may be placed on an exterior building wall for each Tenant.



(a) Wall signs shall not extend above the top of the wall or parapet, and shall appear as an integral part of the architectural design of the building.

(b) Wall signs shall be made up of individual letters. The letters may be raised, inset or flush mounted. No box or can signs, or signs painted on a board or similar surface and mounted on a building are permitted.

(c) Letter size shall be consistent with the scale of the building and shall not exceed twenty-four (24) inches in height. Letter size up to thirty-six (36) inches may be permitted on buildings along N. W. Sundial Road and N.W. Graham Road.

(d) Wall signs may consist of individually illuminated letters or may be illuminated by backlighting or low intensity spotlights. No sign illumination shall create glare. All light fixtures shall be screened from view.

11.3 Directory Sign

(a) One (1) directory sign may be used for multi-Tenant buildings.

(b) Directory signs shall only list the Tenants' names and location within the building.

(c) The sign may be either a wall-mounted glass case or a freestanding, solid base monument-type sign. The sign shall be located in close proximity to the building.

(d) The Sign Area shall not exceed twenty (20) square feet. Freestanding signs shall not exceed six (6) feet in height above finished grade.

11.4 Directional Signs/Building Address / Window and Door Signs

(a) Directional signs such as "enter," "exit," "shipping," etc., shall be located adjacent to driveways. No sign shall be located so as to obstruct the vision of vehicles or pedestrians. Directional signs shall not be located in the public right-of-way.

(b) Directional signs shall not exceed four (4) feet in height from the grade and six (6) square feet in Sign Area.

(c) All directional signs shall be uniform in design using post-and-panel design. Posts and panel shall have a durable black finish. All lettering shall be white, Helvetica Medium. Letters shall not exceed six (6) inches in height.

(d) Directional signs shall not be illuminated.

(e) All buildings shall have address numbers placed at, or as close as possible, to the main entrance. The numbers shall face the street or entrance walkway. In multi-Tenant buildings which do not have one main entrance, the address shall be placed at a prominent location on the building and easily visible from the street. The numbers shall be consistent with the business identification signs.

(f) Small incidental signs for business hours, telephone numbers, etc., may be placed on windows and doors. The total Sign Area for all incidental signs shall not exceed a total of two (2) square feet. The maximum letter height shall be one (1) inch.

11.5 Temporary Signs

(a) Temporary real estate signs may be permitted, but must be submitted to the Port for approval prior to installation. The sign shall not exceed eight (8) feet in height from grade and forty (40) square feet in Sign Area. Display period shall be limited to one (1) year with written approval from the Port for extension. Display period must also conform to City temporary sign restrictions.

(b) Real estate signs shall be limited to one (1) sign per street frontage of a site and located twenty-five (25) to fifty (50) feet from the curb; the sign can be double-sided. Real estate signs shall not be mounted on a building or in windows. All signs shall be constructed of durable materials. Real estate signs shall be removed promptly upon completion of the property transaction.

(c) One (1) temporary construction sign shall be permitted for each building site. The maximum Sign Area shall be thirty-two (32) square feet. All construction signs shall be removed after certificate of occupancy has been issued.

12. GREEN DEVELOPMENT

The Leadership in Energy and Environmental Design ("LEED") is a certification program focused on optimizing building and site design to lower operating costs and increase asset value; reduce waste sent to landfills; conserve energy and water; provide a healthier and safer environment for occupants; and reduce harmful greenhouse gas emissions. LEED certification provides building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, and maintenance solutions. More information regarding the certification process is currently available on the U.S. Green Building Council website: <http://www.usgbc.org/DisplayPage.aspx?CategoryID=19>. The Port encourages development of LEED-certified structures at TRIP and may provide a per Lot design incentive for LEED certification. A program description is available upon request.

13. PERFORMANCE STANDARDS

In addition to compliance with all other covenants and standards in these Standards or the Declaration, each Occupant shall comply with the following performance standards which are imposed on the entire TRIP and are intended to avoid the creation of a Nuisance or unsanitary conditions within TRIP:

All use of the property, buildings and other facilities erected on the site, and all activities within TRIP, shall comply with the laws, statutes, regulations, ordinances and rulings of the State of Oregon and other governing bodies having jurisdiction ("Laws"). The buildings and other facilities comprising the development shall comply with the development plans as approved by the Port. Any subsequent changes in use must be requested in writing and are subject to approval by Declarant. Any facilities located on Declarant's property shall comply with all DEQ air pollution control regulations referenced in the Oregon Administrative Rules and amendments hereto.

No trade, business or activity shall be conducted in TRIP which may be or may become a Nuisance.

No open burning or generation of noxious odors or fumes shall be permitted.

No noise, heat or glare detectable beyond the Occupant's property shall be permitted.

Operations that produce intense glare shall be conducted within an enclosed building or with effective screening in such a manner as to make such activity imperceptible from adjacent properties.

Industrial operations shall not cause recurring vibrations that can be heard or felt without instruments beyond the boundaries of the Lot on which they are conducted.

The Occupant of any premises shall ensure that all solid waste generated or otherwise located on the Lot is stored in a manner to prevent attraction, harboring or breeding of insects, birds or vermin, and shall not create any conditions harmful to the environment and public health, or that create a safety hazard, odor or Nuisance.

Use, handling, storage and disposal of hazardous substances necessary to conduct business shall be performed by Occupants and their respective employees, agents and contractors in compliance with all applicable Laws.

Occupants shall manage, and as appropriate, secure their property and its use so as to prevent any violation of Laws.

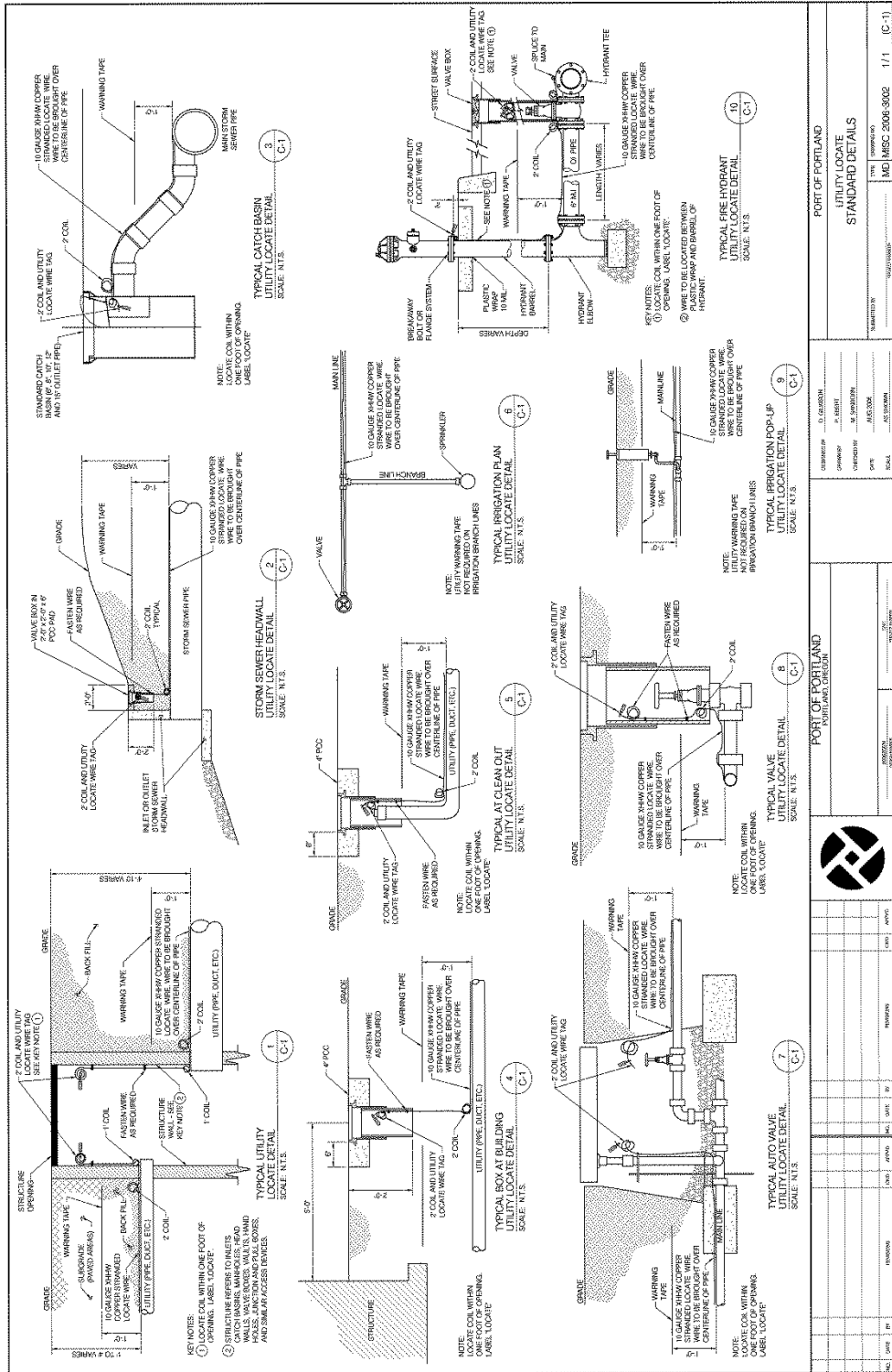
14. MAINTENANCE STANDARDS

Owners and Occupants shall maintain their Lots in accordance with all requirements contained in the Declaration of Covenants, Conditions, and Restrictions.

15. ENFORCEMENT OF DEVELOPMENT STANDARDS

The Port or designee, at its option, may treat any failure to comply with these Development Standards as a default, or the Port in the alternative may proceed as follows: if, within thirty (30) days of written notice to the Occupant, Occupant has not begun to repair or correct the deficiencies stated in the notice, the Port or designee may enter into a contract for the repair or correction of such deficiencies, and the Occupant shall reimburse the Port or designee for the cost of such repairs or corrections, plus ten percent (10%) for the Port's or designees' administrative expenses. Failure to pay such amounts within ten (10) days of invoice shall be deemed a default and subject to interest at the prime rate. The Port or designee reserves the right for itself or its designees to enter upon the premises for the purpose of inspecting, repairing, or correcting deficiencies. All the conditions, restrictions, and standards contained in these Development Standards shall be construed together, but if at any time one of these conditions, restrictions, or standards becomes invalid or for any reason unenforceable, no other conditions, restriction, and standard shall be thereby affected or impaired.

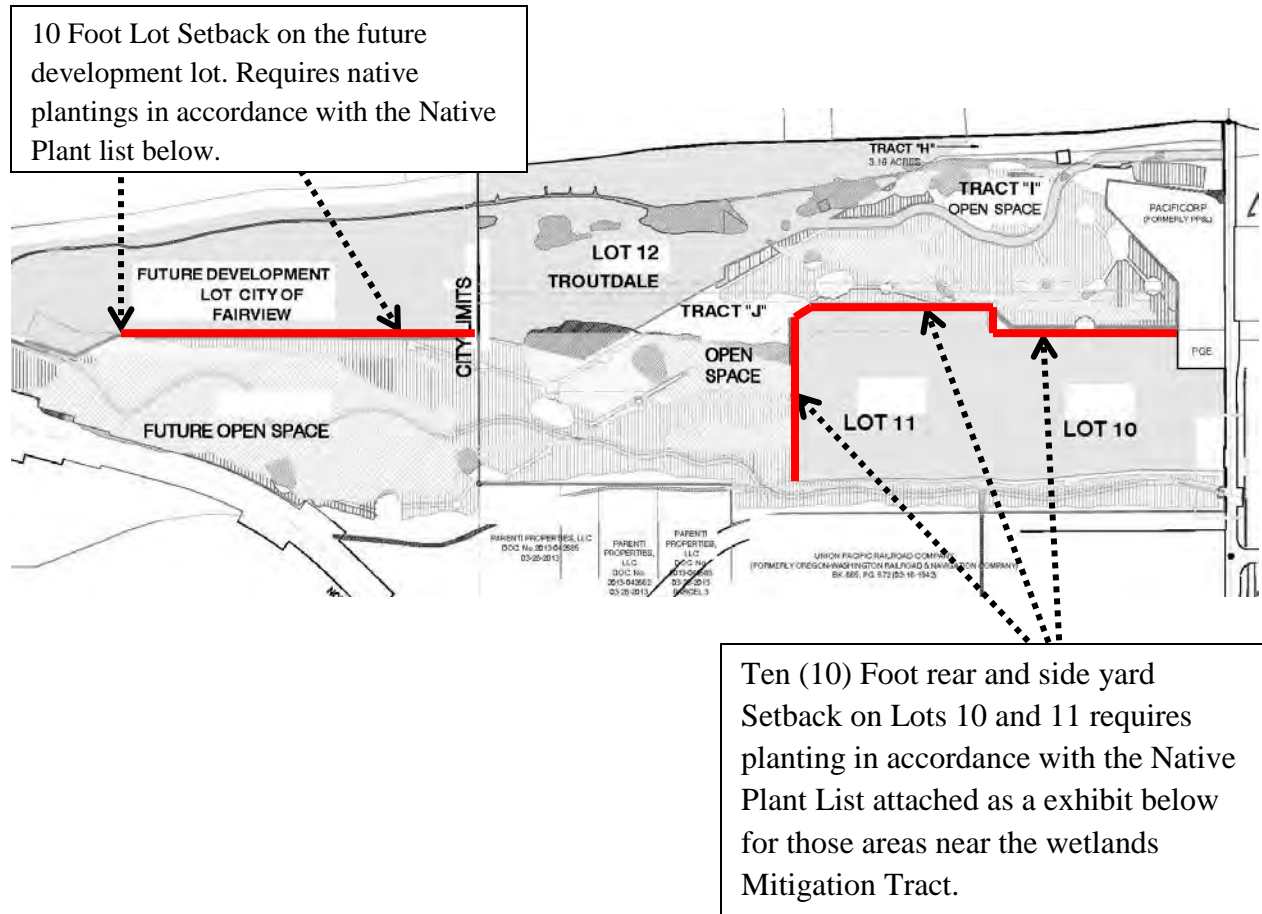
EXHIBIT A UTILITY LOCATE WIRE INSTALLATION GUIDANCE



PORT OF PORTLAND UTILITY LOCATE STANDARD DETAILS																	
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EXHIBIT B

LOTS SUBJECT TO THE 10 FOOT VEGETATED BUFFER SETBACK WITHIN LOT



The graphic above depicts those portions of Lots 10 and 11 bordering the TRIP wetland mitigation Tract “J”. These areas require native wetland compatible plantings within the 10 foot Lot setback for those areas bordering the Tract J. Appropriate plants are listed in Native Plant List below.

EXHIBIT B
NATIVE PLANT LIST FOR 10 FOOT SETBACKS BORDERING TRACK J

BOTANICAL NAME	COMMON NAME
UPLAND SHRUBS	
<i>Acer circinatum</i>	Vine maple
<i>Amelanchier alnifolia</i>	Western serviceberry
<i>Holodiscus discolor</i>	Ocean spray
<i>Mahonia aquilifolium</i>	Tall Oregon grape
<i>Ribes sanguineum</i>	red-flowering currant
<i>Symphoricarpos alba</i>	snowberry
UPLAND HERBS & GRASSES	
<i>Achillea millefolium</i>	Western yarrow
<i>Clarkia amoena</i>	Farewell to spring
<i>Danthonia californica</i>	California oatgrass
<i>Deschampsia elongata</i>	Slender hairgrass
<i>Bromus carinatus</i>	California brome
<i>Elymus glaucus</i>	Blue wildrye
<i>Hordeum brachyantherum</i>	Meadow barley
<i>Lupinus polyphyllus</i>	Bigleaf lupine
<i>Polystichum munitum</i>	Sword fern
<i>Prunella vulgaris ssp. Lanceolata</i>	Common selfheal
<i>Sidalcea campestris</i>	Meadow checkerbloom
HERBS & GRASSES FOR BIOSWALE (if within 10' setback)	
<i>Agrostis exarata</i>	Spike bentgrass
<i>Carex obnupta</i>	Slough sedge
<i>Dechampsia cespitosa</i>	Tufted hairgrass
<i>Deschampsia elongata</i>	Slender hairgrass
<i>Grindelia integrifolia</i>	Gumweed
<i>Hordeum brachyantherum</i>	Meadow barley
<i>Juncus ensifolius</i>	Dagger-leaf rush
<i>Juncus oxymeris</i>	Pointed rush
<i>Juncus tenuis</i>	Slender rush
SHRUBS FOR BIOSWALE (if within 10' setback)	
<i>Cornus sericea ssp. Sericea</i>	red-osier dogwood
<i>Lonicera involucrata</i>	black twinberry
<i>Ribes divericatum</i>	wax currant
<i>Rosa nutkana var. nutkana</i>	Nootka rose
<i>Spiraea douglasii</i>	Douglas spirea
<i>Rosa pisocarpa</i>	swamp rose

EXHIBIT C APPROVED AIRPORT COMPATIBILITY LANDSCAPING PLANT SPECIES LIST

Approved Plant List for TTD		Scientific Name	Common Name	Type	Max. Height at Maturity (ft)	Max. Spread at Maturity (ft)	On The Web
Secondary Zone	Plant at 40 ft on Center	<i>Acer freemanii 'Armstrong'</i>	Armstrong Red Maple	Deciduous	50-70	15	http://oregonstate.edu/dep/dep/plants/actreea.htm
		<i>Calocedrus decurrens</i>	Incense Cedar	Evergreen	75	15	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=30
		<i>Cedrus deodara 'Aurea'</i>	Aurea Deodar Cedar	Evergreen	10-25	6-10*	http://oregonstate.edu/dep/dep/plants/cedear.htm
		<i>Chamaecyparis obtusa 'Gracilis'</i>	Slender Hinoki Falsecypress	Evergreen	20	6*	http://oregonstate.edu/dep/dep/plants/choboi.htm
		<i>Cryptomeria japonica 'Elegans'</i>	Japanese Plum Cedar	Evergreen	30	10	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=196
		<i>Cryptomeria japonica 'Sekian Sugi'</i>	Golden Japanese Cedar	Evergreen	25	10*	http://oregonstate.edu/dep/dep/plants/orsass.htm
		<i>Cupressocyparis leylandii 'Goconda'</i>	Gold Leyland Cypress	Evergreen	20	6	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=115
		<i>Pinus sargentii 'Columnaris'</i>	Columnar Sargent Cherry	Deciduous	35	15	http://oregonstate.edu/dep/dep/plants/pinsac.htm
		<i>Pinus serrata 'Mushashino'</i>	Mushashino Zelkova	Deciduous	45	15	http://www.ifscmidr.com/bdfs/mushashinozelkova.pdf
		<i>Acer buergerianum</i>	Trident Maple	Deciduous	25-35	20-30	http://www.ncsu.edu/eds/hort/consumer/factsheets/trees/new/acer_buergerianum.html
		<i>Acer circinatum</i>	Vine Maple	Deciduous	10-20	20*	http://oregonstate.edu/dep/dep/plants/accr.htm
		<i>Acer glabrale</i>	Amur Maple	Deciduous	10-20	20*	http://oregonstate.edu/dep/dep/plants/accr.htm
		<i>Acer ginsum</i>	Paperbark Maple	Deciduous	20-30	25*	http://oregonstate.edu/dep/dep/plants/accr.htm
		<i>Acer palmatum</i>	Japanese Maple	Deciduous	15-25*	10-25*	http://oregonstate.edu/dep/dep/plants/accr.htm
		<i>Fagus sylvatica 'Tricolor'</i>	Tricolor European Beech	Deciduous	20-30*	10-20*	http://oregonstate.edu/dep/dep/plants/fasyftr.htm
		<i>Ginkgo biloba</i>	Ginkgo (males only)	Deciduous	50+	30	http://oregonstate.edu/dep/dep/plants/gbil.htm
		<i>Liquidambar styraciflua 'Rotundiloba'</i>	Roundloba Sweetgum	Deciduous	60-70*	20-30*	http://oregonstate.edu/dep/dep/plants/lstr.htm
		<i>Magnolia x soulangiana</i>	Saucer Magnolia	Deciduous	15-20	15-25*	http://oregonstate.edu/dep/dep/plants/masou.htm
		<i>Melus x 'Spring Snow'</i>	Spring Snow Crabapple	Deciduous	25-30	15-20	http://hort.uct.edu/trees/MALXE.pdf
		<i>Metasequoia glyptostroboides</i>	Dawn Redwood (height restricted)	Deciduous	70-100	15-25*	http://oregonstate.edu/dep/dep/plants/megl.htm
<i>Oxydendrum arboreum</i>	Sourwood	Deciduous	25-60	10-25	http://oregonstate.edu/dep/dep/plants/oxar.htm		
<i>Parrotia persica</i>	Persian Parrotia	Deciduous	40	25	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=326		
<i>Pinus ponderosa</i>	Ponderosa Pine (height restricted)	Evergreen	60-100	25-30*	http://oregonstate.edu/dep/dep/plants/pibo.htm		
<i>Pinus serotina 'Skiholae'</i>	M Fuji Cherry	Deciduous	12-15	20	http://oregonstate.edu/dep/dep/plants/pissem.htm		
<i>Prunus cerasifera 'Cleveland Select'</i>	Cleveland Select Flowering Pear	Deciduous	30-35*	15-20*	http://www.advancedtree.com/free_elevelnpear.htm		
<i>Prunus rubrum var.</i>	Red Maple	Deciduous	60-75	30-50*	http://oregonstate.edu/dep/dep/plants/acrj.htm		
<i>Carpinus betulus</i>	European Hornbeam	Deciduous	40-60	30-40*	http://oregonstate.edu/dep/dep/plants/cabe.htm		
<i>Fraxinus americana 'Autumn Purple'</i>	Autumn Purple Ash	Deciduous	45-60*	35-50*	http://oregonstate.edu/dep/dep/plants/fram.ap.htm		
<i>Fraxinus pennsylvanica</i>	Green Ash (seedless varieties only)	Deciduous	50	40	http://oregonstate.edu/dep/dep/plants/frpem.htm		
<i>Gleditsia triacanthos var. inermis</i>	Thornless Honeylocust	Deciduous	30-70	30-40*	http://oregonstate.edu/dep/dep/plants/gtbl.htm		
<i>Platanus x acerifolia</i>	London Planetree (height restricted)	Deciduous	70-100	60-75*	http://oregonstate.edu/dep/dep/plants/plac.htm		
<i>Quercus coccinea</i>	Scarlet Oak	Deciduous	75	45	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=138		
<i>Tilia americana</i>	American Linden	Deciduous	60-80	30-50*	http://oregonstate.edu/dep/dep/plants/lamer.htm		
<i>Tilia chordata</i>	Littleleaf Linden	Deciduous	60-70	25-40*	http://oregonstate.edu/dep/dep/plants/lfco.htm		
<i>Abelia x grandiflora 'Prostrata'</i>	Prostrate Glossy Abelia	Evergreen	1.5-2	4-5	http://www.ncsu.edu/eds/hort/consumer/factsheets/groundcover/abelia_grandi-prostrata.html		
<i>Berberis thunbergii var. atropurpurea</i>	Crimson Pygmy Japanese Barberry	Deciduous	2	3	http://oregonstate.edu/dep/dep/plants/belthacp.htm		
<i>Berberis thunbergii 'Kobold'</i>	Kobold Japanese Barberry	Deciduous	2-2.5*	2-2.5*	http://oregonstate.edu/dep/dep/plants/belthk.htm		
<i>Buxus sempervirens 'Suffruticosa'</i>	English Boxwood	Evergreen	4-5	2-4*	http://oregonstate.edu/dep/dep/plants/buses.htm		
<i>Ceanothus thyrsiflorus</i>	Blue Blossom	Evergreen	4-12	Variable	http://oregonstate.edu/dep/dep/plants/cehl.htm		
<i>Chamaecyparis obtusa 'Nana Lutea'</i>	Nana Lutea Hinoki Falsecypress	Evergreen	6	4	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=164		
<i>Cistus spp.</i>	Rockrose species	Evergreen	Variable	Variable	http://oregonstate.edu/dep/dep/plants/cplants.htm#clanpp		
<i>Clematis amandii</i>	Evergreen Clematis	Evergreen	20	Variable	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=261		
<i>Corylopsis glabrescens</i>	Fragrant Winterhazel	Deciduous	8-15	8-15	http://oregonstate.edu/dep/dep/plants/cocopl.htm		
<i>Cotinus coccinea</i>	Common Smoke-tree	Deciduous	10-15	10-15	http://oregonstate.edu/dep/dep/plants/cocopl.htm		
<i>Daphne spp.</i>	Daphne	Evergreen	3-4	2-3*	http://oregonstate.edu/dep/dep/plants/daphne.htm#daphne		
<i>Enkianthus campanulatus</i>	Red/Violet Enkianthus	Deciduous	6-8	4-6*	http://oregonstate.edu/dep/dep/plants/enca-i.htm		
<i>Erica spp.</i>	Heath	Evergreen	1-2	1-2*	http://oregonstate.edu/dep/dep/plants/enca-i.htm		
<i>Elaeagnus alata 'Compactus'</i>	Compact Winged Burning Bush	Deciduous	8-10	9-11*	http://oregonstate.edu/dep/dep/plants/ealac.htm		
<i>Euonymus fortunei</i>	Wintercreeper Euonymus	Evergreen	1-3	2-4	http://oregonstate.edu/dep/dep/plants/eufc.htm		
<i>Forsythia spp.</i>	Forsythia	Deciduous	8-10	10-12	http://oregonstate.edu/dep/dep/plants/for.htm		
Shrubs	Plant at 60 ft on Center	<i>Abelia x grandiflora 'Prostrata'</i>	Prostrate Glossy Abelia	Evergreen	1.5-2	4-5	http://www.ncsu.edu/eds/hort/consumer/factsheets/groundcover/abelia_grandi-prostrata.html
		<i>Berberis thunbergii var. atropurpurea</i>	Crimson Pygmy Japanese Barberry	Deciduous	2	3	http://oregonstate.edu/dep/dep/plants/belthacp.htm
		<i>Berberis thunbergii 'Kobold'</i>	Kobold Japanese Barberry	Deciduous	2-2.5*	2-2.5*	http://oregonstate.edu/dep/dep/plants/belthk.htm
		<i>Buxus sempervirens 'Suffruticosa'</i>	English Boxwood	Evergreen	4-5	2-4*	http://oregonstate.edu/dep/dep/plants/buses.htm
		<i>Ceanothus thyrsiflorus</i>	Blue Blossom	Evergreen	4-12	Variable	http://oregonstate.edu/dep/dep/plants/cehl.htm
		<i>Chamaecyparis obtusa 'Nana Lutea'</i>	Nana Lutea Hinoki Falsecypress	Evergreen	6	4	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=164
		<i>Cistus spp.</i>	Rockrose species	Evergreen	Variable	Variable	http://oregonstate.edu/dep/dep/plants/cplants.htm#clanpp
		<i>Clematis amandii</i>	Evergreen Clematis	Evergreen	20	Variable	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=261
		<i>Corylopsis glabrescens</i>	Fragrant Winterhazel	Deciduous	8-15	8-15	http://oregonstate.edu/dep/dep/plants/cocopl.htm
		<i>Cotinus coccinea</i>	Common Smoke-tree	Deciduous	10-15	10-15	http://oregonstate.edu/dep/dep/plants/cocopl.htm

Approved Plant List for TTD

Scientific Name	Common Name	Type	Max. Height at Maturity (ft)	Max. Spread at Maturity (ft)	On The Web
<i>Hamamelis x intermedia</i> 'Diane'	Diane Witchhazel	Deciduous	8-12'	10-15'	http://oregonstate.edu/dept/dplants/helnd.htm
<i>Hydrangea macrophylla</i>	Bigleaf Hydrangea var.	Deciduous	4-6	4-6	http://www.mobol.org/gardeninghel/plantfinder/plant.asp?code=K550
<i>Kerria japonica</i>	Japanese Kerria	Deciduous	4-8	6-9'	http://oregonstate.edu/dept/dplants/keja.htm
<i>Leucothoe fontanesiana</i>	Drooping leucothoe	Evergreen	3-6	3-6	http://oregonstate.edu/dept/dplants/lefo-i.htm
<i>Nandina domestica</i> 'Gulf Stream'	Gulf Stream False Bamboo	Evergreen	2.5-3.5	3'	http://www.ces.ncsu.edu/depts/hort/consumer/factsheets/shrubs/nandina_dom-es-oultstream.html
<i>Potentilla fruticosa</i>	Bush Cinquefoil	Deciduous	2-4	2-4	http://oregonstate.edu/dept/dplants/pofc-i.htm
<i>Rhododendron griffithianum</i> 'Jean Marie'	Honorable Jean Marie Rhododendron	Evergreen	5-6	5-6'	http://oregonstate.edu/dept/dplants/rhthel.htm
<i>Rhododendron macrophyllum</i>	Western Rhododendron	Evergreen	6-12		http://oregonstate.edu/dept/dplants/rhm.sc.htm
<i>Rhododendron</i> spp. 'P.J.M.'	P.J.M. Rhododendron	Evergreen	3-6	6'	http://oregonstate.edu/dept/dplants/rhplm.htm
<i>Rhus typhina</i> 'Laciniata'	Laceleaf Staghorn Sumac	Deciduous	10-20'	10-20'	http://oregonstate.edu/dept/dplants/rhly-i.htm
<i>Rosa gymnocarpa</i>	Little Wood Rose	Deciduous	6	2-4'	http://oregonstate.edu/dept/dplants/rogvm.htm
<i>Rosa nutkana</i>	Nootka Rose	Deciduous	3-6	6'	http://oregonstate.edu/dept/dplants/ronut.htm
<i>Salix purpurea</i> 'Nana'	Dwarf Alaskan Blue Willow	Deciduous	5	3-5'	http://oregonstate.edu/dept/dplants/sapum.htm
<i>Spiraea douglasii</i>	Douglas Spiraea	Deciduous	3-7	3-7	http://oregonstate.edu/dept/dplants/spdouot.htm
<i>Taxus baccata</i> 'Standishii'	Spreading English Yew	Evergreen	2-4	12-15	http://oregonstate.edu/dept/dplants/tabaar.htm
<i>Taxus</i>	Standishii Yew	Evergreen	7'	3'	http://oregonstate.edu/dept/dplants/tabas.htm
<i>Arctostaphylos uva-ursi</i> (cultivars)	Kinnikinnick	Evergreen	5-1.5	3-6'	http://oregonstate.edu/dept/dplants/aruv.htm
<i>Genista pibsa</i>	Silkleaf Broom	Deciduous	1-1.5	2-3'	http://www.ces.ncsu.edu/depts/hort/consumer/factsheets/bulbs-summer/hemerocallis.html
<i>Hemerocallis hybrid</i>	Day Lily	Deciduous	1-3		http://oregonstate.edu/dept/dplants/hbsel.htm
<i>Iberis sempervirens</i>	Evergreen Candytuft	Evergreen	1-2	3-4'	http://www.ces.ncsu.edu/depts/hort/consumer/factsheets/groundcover/friope_muscaria.html
<i>Lilhope muscari</i>	Lily Turf	Evergreen	1-2	.5-1	http://oregonstate.edu/dept/dplants/lm.ane.htm
<i>Mahonia nervosa</i>	Dwarf Oregon Grape	Evergreen	2		http://oregonstate.edu/PlantDisplay.aspx?PlantID=122
<i>Mahonia repens</i>	Creeping Mahonia	Evergreen	2	3	http://pnwplants.wsu.edu/PlantDisplay.aspx?PlantID=128
<i>Pachysandra terminalis</i>	Japanese Spurge	Evergreen	1	2	http://oregonstate.edu/dept/dplants/pacan.htm
<i>Paxistima canbyi</i>	Canby Paxistima	Evergreen	1-1.5		http://biology.burke.washington.edu/herbarium/m.acescollection.php?Genus=Sedum
<i>Sedum spp.</i>	Sedum	Deciduous			http://www.california.org/cgi-bin/species_query.cgi?where-carecnum=1220
<i>Bromus vulgaris</i>	Columbia Brome				http://www.mobol.org/gardeninghel/plantfinder/plant.asp?code=N750
<i>Calamagrostis x acutifolia</i> 'Overdam'	Overdam Feather Reed Grass		2.5-3	1.5-2	http://www.ces.ncsu.edu/depts/hort/consumer/factsheets/ornamental_grass/carex_morrowii.html
<i>Carex morrowii</i> 'Evergold'	Evergold Japanese Sedge				http://plants.usda.gov/java/profile?symbol=CATU3
<i>Carex tumulicola</i>	Spillawn Sedge				http://plants.usda.gov/java/profile?symbol=DACA3
<i>Carex californica</i>	California Oatgrass				

* Indicates measurements are not taken from the related website.

(height restricted) refers to specific species being limited in usage to areas outside of height restricted zones.

† Indicates preferred water quality plant species for swales and mitigation