

RESOLUTION NO. 867

ADOPTING THE STAYTON RIVERFRONT PARK MANAGEMENT PLAN

WHEREAS, the Stayton City Council desires to adopt the Stayton Riverfront Park Management Plan dated March 2011;

WHEREAS, the City of Stayton entered into a Conservation Easement for the Stayton Riverfront Park property with Marion County and the Oregon Watershed Enhancement Board (OWEB), dated December 30, 2003 as recorded in the Marion County Deed Records;

WHEREAS, the City of Stayton is required by the Conservation Easement to develop a management plan for the Stayton Riverfront Park property and the City contracted with Elizabeth Redon, Contract Coordinator, North Santiam Watershed Council, to draft a management plan;

WHEREAS, the Stayton Riverfront Park Management Plan is consistent with the 'City of Stayton Park and Recreation Master Plan' and the Conservation Easement;

WHEREAS, the City solicited comments from and reviewed several drafts of the management plan with Marion County, OWEB, and other interested parties and agencies;

WHEREAS, the Stayton City Council discussed the management plan on February 21, 2011 and on March 7, 2011, and finds that it is in the best interest of the City to adopt the plan.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Stayton Riverfront Park Management Plan dated March 2011 is hereby adopted.

Section 2. The City Administrator is directed to forward the management plan to Marion County and OWEB for concurrence as required by Section 5 of the Conservation Easement.

Section 3. The City will manage the Riverfront Park property in a manner consistent with the approved Stayton Riverfront Park Management plan and the terms of the Conservation Easement.

Section 4. This resolution shall become effective upon adoption by the Stayton City Council.

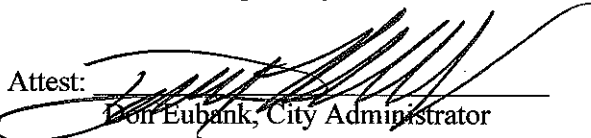
ADOPTED BY THE STAYTON CITY COUNCIL this 21st day of March, 2011

Date: 3-21, 2011

CITY OF STAYTON

By: 
A. Scott Vigil, Mayor

Date: 3-21, 2011

Attest: 
Don Eubank, City Administrator

APPROVED AS TO FORM:


David A. Rhoten, City Attorney

STAYTON RIVERFRONT PARK

Management Plan

Adopted March 21, 2011



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ACRONYMS

ADA- American Disabilities Act
DSL- Oregon Department of State Lands
ESA- Endangered Species Act
Marion SWCD- Marion Soil and Water Conservation District
NSWC- North Santiam Watershed Council
ODFW- Oregon Department of Fish and Wildlife
OPRD- Oregon Parks and Recreation
OWEB- Oregon Watershed Enhancement Board
RMA- Riparian Management Area
SWCD- Santiam Water Control District
USFW- United States Fish and Wildlife

GLOSSARY

Conservation Easement- An encumbrance, including a transfer of usage rights, which creates a legally enforceable land preservation agreement between a landowner and a government agency (e.g. municipality, county or state). ORS 271.715 et seq. permits creation of conservation easements for the purposes of retaining or protecting natural, scenic, or open space use, and protecting natural resources.¹

Conservation Purpose²- Protection and enhancement of the Property’s floodplain, riparian forest, wetland, and grassed habitats.

Conservation Values¹- Values defined for Stayton Riverfront are “an undeveloped natural area that possesses educational, scenic, aesthetic, open space, natural resource and wildlife habitat values.”

Easement Purpose- The purpose of the Stayton Riverfront easement “is to ensure that the Property will be retained forever substantially in its current natural, scenic, and open space condition, and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values.”¹

Natural Area- A physical and biological unit in as near a natural condition as possible, which exemplifies typical or unique vegetation and associated biotic, edaphic, geologic and aquatic features. The unit is maintained in a natural condition by allowing physical and biological processes to operate, usually without direct human intervention.

Open Space- An area of conserved land on which development is indefinitely set aside.

Riparian- Interface between land and a stream.

¹ Stayton Riverfront Conservation Easement, Appendix A

² OWEB grant agreement, Appendix B.

STAYTON RIVERFRONT PARK

Management Plan

1. INTRODUCTION

1.1 Background

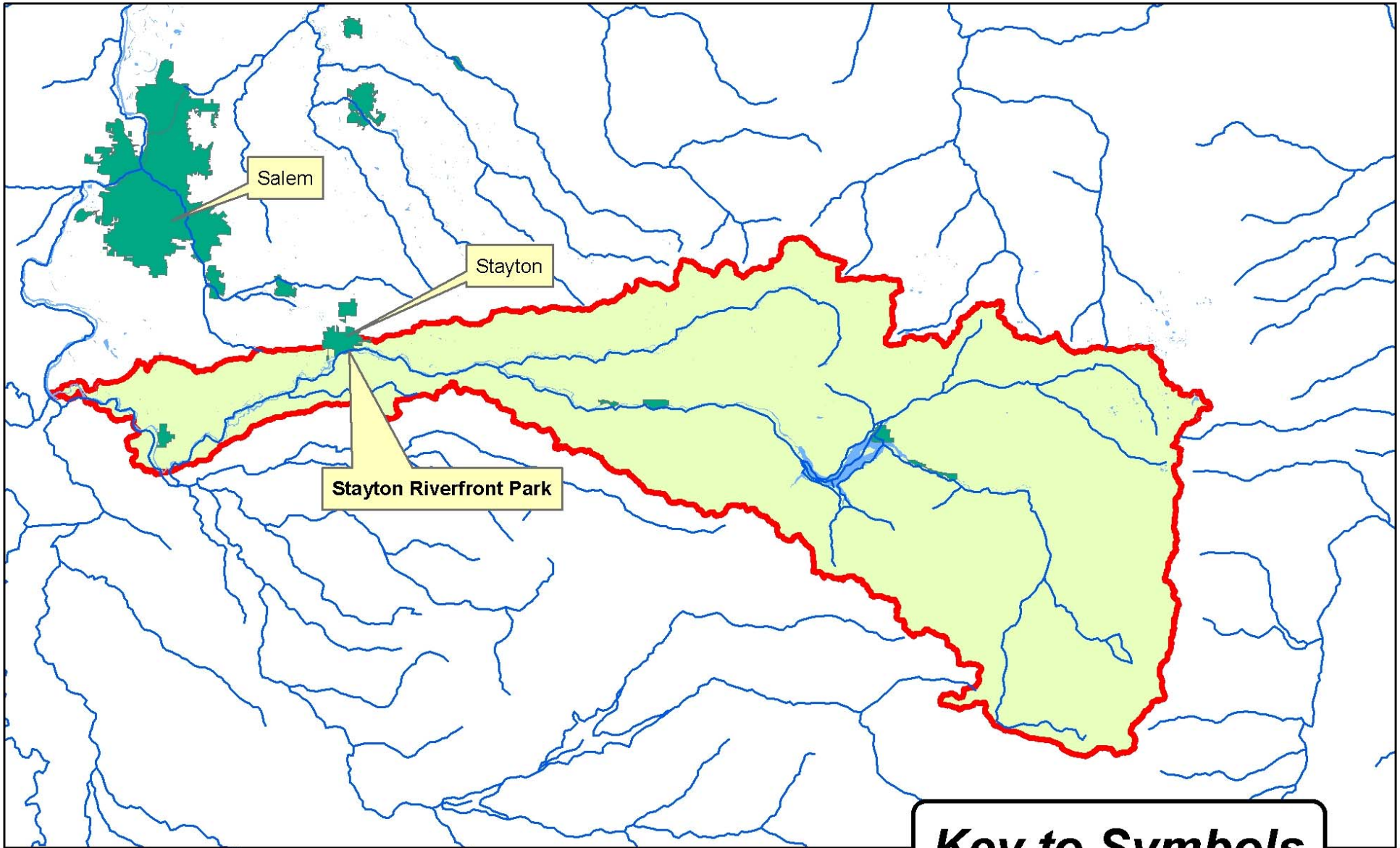
Stayton Riverfront Park is a 51-acre natural open space park that adds valuable public parkland and protects approximately a three-quarter mile stretch of the North Santiam River. Riverfront Park was purchased with assistance from the Trust for Public Land in 2004 with funding from Marion County, Oregon Watershed Enhancement Board (OWEB) and Oregon Parks and Recreation Department (OPRD). The Riverfront Park site is protected through a Conservation Easement, which is intended to preserve the site's natural resource values while making it available for passive recreation and aesthetic enjoyment by residents and visitors. The Conservation Easement, which is recorded in the Marion County Deeds Records, is held by Marion County and OWEB has third-party enforcement rights. A copy of the Conservation Easement is included in Appendix A,

Stayton Riverfront Park is bordered by North Santiam River channels on the south and east and separated from Stayton's downtown by the Stayton Power Canal to the north. Figure 1 shows property boundaries and the site's relationship to the overall park system.

The City of Stayton Park and Recreation Master Plan, adopted March 2005, identifies a broad vision for Riverfront Park as a regional open space and trail corridor. The City of Stayton Trails Steering Committee, composed of local citizens, business owners and community organizations, was actively involved in development of the trails section of the Park and Recreation Master Plan. They refined the vision for Riverfront Park and identified specific projects and actions to implement that vision. These include:

- ▣ Stabilization of the eroding stream bank
- ▣ Invasive vegetation removal and control
- ▣ Habitat improvements
- ▣ Development of a trail system
- ▣ Interpretation of the site's natural resources

Finally, Stayton Riverfront Park provides an education opportunity to demonstrate the value of investments in parks, anadromous fish recovery, wildlife habitat and watershed protection. This park integrates all these values important to Oregonians, which was highlighted by voters passing Measure 66 in 1998 and Measure 76 in 2010. As a park that integrates passive recreation with watershed protection and habitat restoration, this property facilitates citizen access to enjoy the results of investing in those values. With well designed interpretive signage, there is opportunity to further feature this product of Measure 66 funding. The property also provides unique education opportunities on additional topics such as drinking water source protection, fish screens, and impacts to stream processes that lead to problems such as erosion.

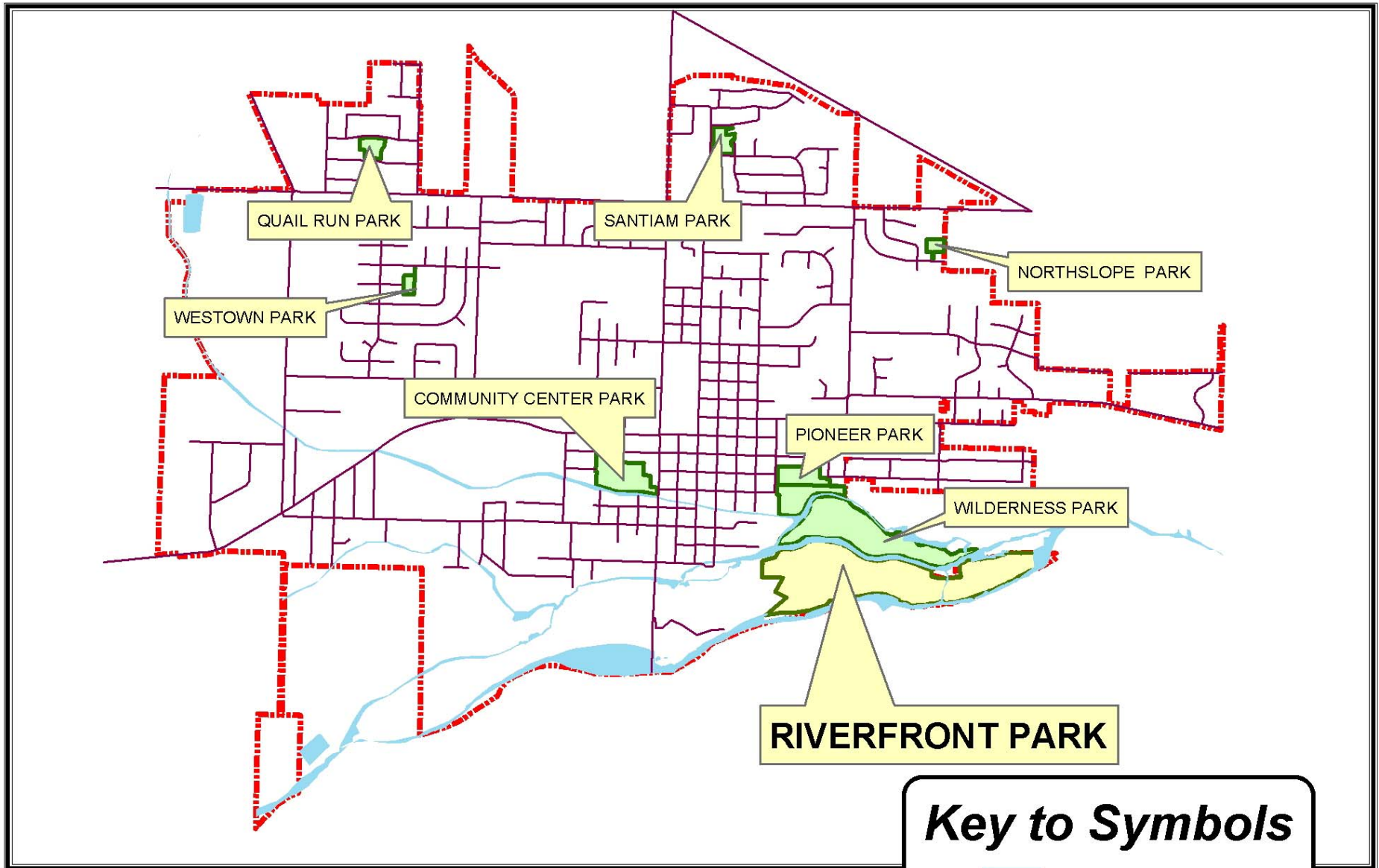


1 inch equals 8 miles

Figure 1: North Santiam Watershed Basin Map

Key to Symbols

- Marion County Cities
- North Santiam River Watershed



1 inch equals 2,000 feet

Figure 2: City of Stayton Vicinity Map

Key to Symbols

- Rivers & Waterways
- RIVERFRONT PARK
- City Parks
- City Limits

1.2 Purpose of Management Plan

The purpose of the Management Plan is to identify watershed resources and set parameters for management actions that will serve as the framework for restoring and conserving resources on this site. This plan fuses low impact public access and recreation consistent with the vision articulated by citizens at the Riverfront Park town hall meeting and by the Trails Committee. This plan is also intended to satisfy conditions of the Conservation Easement recorded with Marion County and contract requirements associated with funding used to purchase the property. Grant applications and contracts are included in Appendix B.

1.3 Overview of Management Plan

The Management Plan provides a brief introduction to the property, describes allowed and prohibited uses on the site, and identifies management actions for protection and restoration of natural resources and wildlife habitats, public access, recreation, education programs and monitoring and maintenance of habitats protected by the Conservation Easement. The plan also includes site maps illustrating habitat management zones and proposed amenities to facilitate access and low impact recreation (e.g. trail system, bridges, signs and overlook on the North Santiam River).

1.4 Next Steps

The City proposes to hire a design team, which may include landscape architects, hydrogeologists and/or engineers with experience in riparian and wetland protection and development. This team will be assigned the task of designing enhancement of the Riverfront Park riparian areas, protection and restoration of habitats for flora and fauna and opportunities for public access in a manner that protects natural resources and educates visitors to the park. A detailed Final Design and Development Plan will be produced that includes preliminary and final designs, construction specifications and cost estimates for phased development of Stayton Riverfront Park. The City anticipates design will include habitat restoration, trails, bridges, overlook and educational and/or interpretive signage. This design process will include a comprehensive public engagement process, design charettes and review by funding partners OWEB and Marion County. A goal for the detailed design process will be to identify long-term funding for capital improvements, site improvements and management of the property. The City anticipates there will be a need for funding assistance from a variety of partners including, but not limited to, the City, OPRD, ODFW, OWEB, and Marion County. This Management Plan will serve as the foundation for the detailed design development process and will provide parameters that consultants and partners must follow.

The scale of habitat restoration with integration of public access and passive recreation presented by Stayton Riverfront Park is large. Therefore, all partners understand final design and implementation of management actions will be a long-term commitment to achieve the vision for the park and restoration actions described in this plan.

2. EXISTING POLICY FRAMEWORK

Riverfront Park is designated as a natural open space area in the Stayton Park and Recreation Master Plan. Natural open space is defined in the Park and Recreation Master Plan as “undeveloped land primarily left in its natural environment with recreation uses as a secondary objective”.³

Two key findings from the needs assessment conducted as part of the park and recreation master planning process are:¹

- Open space areas are needed to preserve environmentally sensitive areas, creek corridors and especially the North Santiam River.
- The community wants to develop new trail facilities. The need for trails can be met by adding paved and unpaved trails through newly acquired open space areas, and urban stream corridors.

The Park and Recreation Master Plan sets forth three main objectives for the City’s overall park system. Riverfront Park meets the following two of these objectives: (1) it will “preserve and/or conserve open space corridors along creeks, urban drainage corridors and especially the North Santiam River”; and (2) it will add to “a network of off-street trails throughout the Stayton area”.¹

The Master Plan also specifically discusses Riverfront Park and states:

The city recently acquired this riverfront property and we recommend city staff continue to work cooperatively with other jurisdictions to preserve this area as regional open space and trail corridor.

*If trails are developed on this site, they should be located to protect the banks of the North Santiam River. If river access is provided, appropriate bank protection should be incorporated into the design, such as stairs over river banks or other techniques that provide bank stabilization.*¹

The Park and Recreation Master Plan includes design policies for Natural Open Space Areas. Policies applicable to the Riverfront Park Management Plan are:¹

- Natural open space should be designed and managed to create a sense of solitude, used as a means of separation between land uses, or to protect and preserve the natural environment. Improvements should be kept to a minimum, with the natural environment, interpretive and educational features emphasized.
- Parking [adjacent to the site] and overall use should be limited to the numbers and types of visitors the area can accommodate, while retaining its natural character and the intended level of solitude.
- Where feasible, public access to this site should be allowed providing that environmentally sensitive areas continue to be protected [and impact monitored].

³ City of Stayton Park and Recreation Master Plan, 2004.

The local Trails Steering Committee articulated a vision for Riverfront Park that expresses the purpose for maintaining the park’s natural state:

The vision for the Riverfront property is to protect and enhance the Property’s floodplain, riparian forest, wetland, and grassland habitats. The Property is an undeveloped natural resource with wildlife habitat values.

This Riverfront Park Management Plan builds on the framework established by these previous planning efforts. It also incorporates input gathered at the April 6, 2004 Stayton Riverfront Park town hall meeting that initiated community collaboration with funding partners to create this Management Plan.

The vision for Stayton Riverfront Park articulated through these various community processes can be achieved by following site evaluation and design standards described in the *Salmon-Safe Certification Standards for Parks and Recreation*.⁴ The Final Design and Development Plan will use these standards to develop designs, budgets and evaluation to achieve “Salmon-Safe” certification by 2020.

3. SUMMARY OF EXISTING CONDITIONS AND NATURAL RESOURCES

Figure 2 shows an aerial view of the site, depicting existing conditions. Riverfront Park has a flat topography with an elevation ranging from 443 to 454 feet.⁵ Currently there are no residential or agricultural structures, or above ground utilities on the property.

The property contains several easements that will continue to remain in effect; and management strategies shall integrate maintenance and use of easement rights. These easements include⁶:

☐ City of Salem- The City of Salem has three easements that are summarized in Table 1.

Table 1: City of Salem Easements

Infrastructure	Year	Recorded Information	Other Information
36-inch pipeline	1936	Volume 144, Page 396 Linn County	<ul style="list-style-type: none"> ☐ Permanent easement to place waterline across Garner property ☐ No easement width identified ☐ Contains reversion clause if line abandoned
54-inch pipeline	1957	Volume 507, Page 103 Marion County	☐ 25-foot permanent easement with 60-foot construction/maintenance easement

⁴ Salmon-Safe Inc., <http://www.salmonsafe.org/getcertified/parks>, 2008.

⁵ 1963 land survey by registered land surveyor Albert Solberg for David and Bette Reid.

⁶ See Appendix C for description of easements.

			<ul style="list-style-type: none"> ☐ Contains reversion clause if line abandoned ☐ Adjacent to the North Santiam River, running along the top of bank adjacent to the stabilization area completed by the City of Stayton in 2006 to 2008 and is partially under an existing gravel road
69-inch pipeline	2002	Reel 3151, Page 391 Stipulated Judgment Marion County	<ul style="list-style-type: none"> ☐ 80-foot permanent easement ☐ 25-foot temporary construction easement ☐ 20-foot permanent access easement along gravel road on north edge of park property ☐ 25-foot temporary construction access easement along existing gravel road near river ☐ 50-foot permanent easement over portion of 54-inch waterline not abandoned during construction of Phase 1 of the 75 gallons per day (MGD) Transmission Conduit Project in 2003 ☐ For future 75 million MGD drinking water transmission conduit

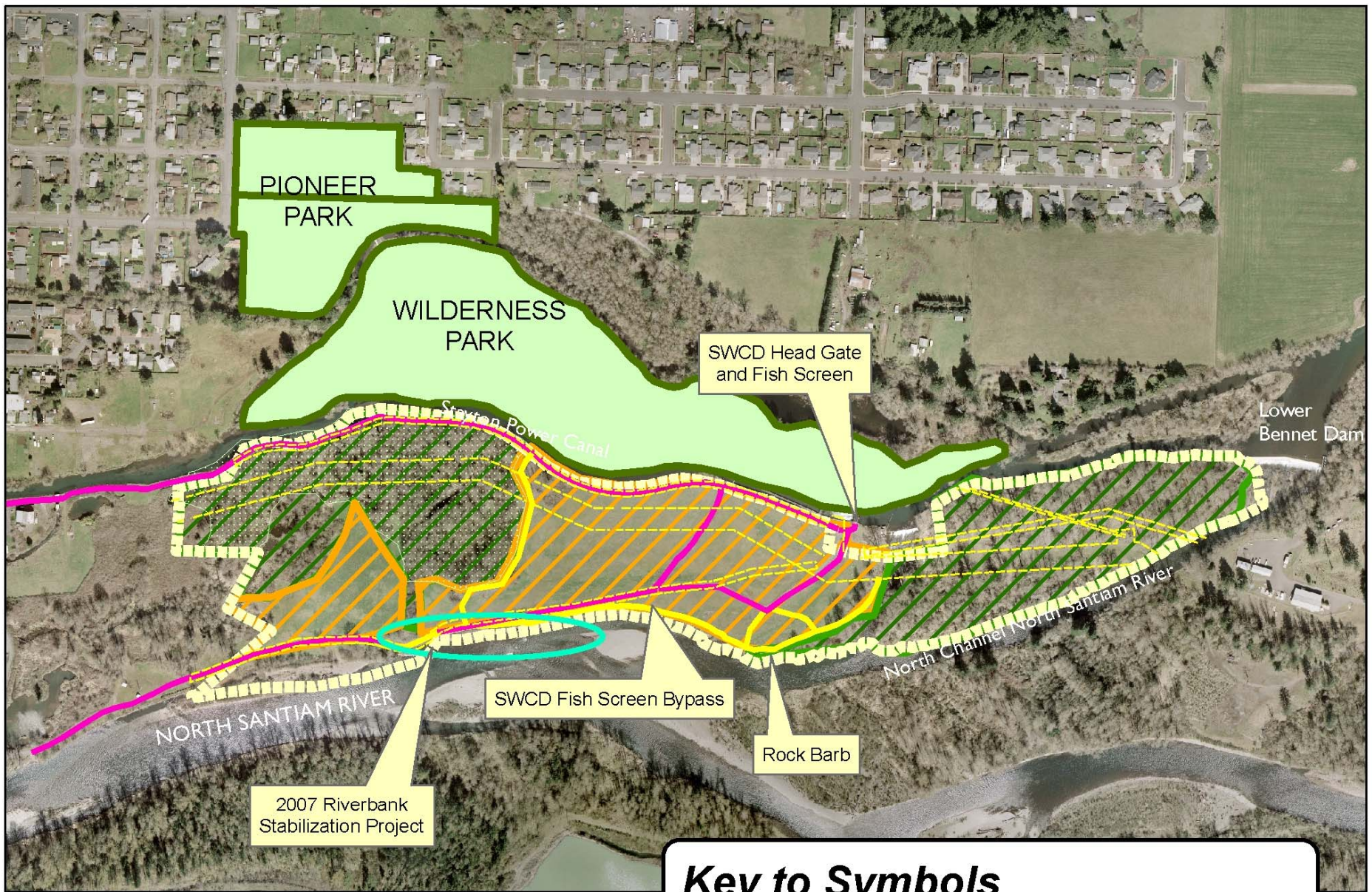
As of January 2010, the construction of the new 69” line is on indefinite hold; however, it is expected the City of Salem will implement this project some time in the future. The City of Salem has a restoration plan approved by Oregon Department of State Lands as part of the permit application for the proposed 69-inch line. The City of Salem will provide a copy of this plan to City of Stayton and will coordinate restoration with City of Stayton when the 69-inch pipeline is constructed to ensure compatibility with the Management Plan.

Section 16 of the Conservation Easement grants the City of Salem senior rights to operate, maintain or rebuild the water main within the City’s easement. Furthermore, the City of Stayton will work with the City of Salem to ensure the Salem Public Works Department retains access along the existing gravel road and can maintain the existing 25-foot wide permanent easement for the 54-inch water main that traverses the property, as is permitted under the existing Salem easement. This easement is partially within the proposed riparian management area. Due to potential damage to the water line, the Cities of Stayton and Salem will work together to design a riparian planting plan adjacent to the North Santiam River to avoid problems associated with root damage to the water line or due to placement of trees and riparian plantings making this water line inaccessible for maintenance purposes. Specifically, black cottonwood and willow will not be planted within the permanent maintenance easement to prevent damage to the water line and avoid need to remove vegetation during maintenance activities. Furthermore, trails and access roads will be located within the permanent maintenance easement to avoid impacts to riparian plantings and simplify City of Salem access for maintenance of the water line.

- ▣ *Santiam Water Control District (SWCD)*- The SWCD holds two easements, one is on the north side of the property for road access to their headgates, dam and fish screen facilities [*MC Deeds, Book 421, Page 452*] and the second easement is from the fish screen to the discharge structure in the North Santiam River [*MC Deeds, Book 1747, Page 390*]. The access road and fish screen will require occasional maintenance, which these easements allow. The gravel road will also serve as one of the trails for the property and provide the City of Stayton vehicular access for park and restoration maintenance activities.

- ▣ *Pacific Power*- Pacific Power has an easement to provide power to the Santiam Water Control District's headgates and dam [*MC Deeds, Reel 2333, Page 444*].

A variety of sources document natural resources on the site. A Baseline Inventory Report, prepared by Barry Schreiber of Fauna and Flora specifically for Stayton Riverfront Park (2003), reviews the site's natural resources and their current condition. This report is referenced as Appendix C of this Management Plan. The City of Stayton has a 1998 Local Wetlands and Riparian Inventory that identifies and describes wetlands on the Riverfront Park site. Finally, staff from several state natural resources agencies visited the site and made observations regarding the natural resources and their condition. Key findings regarding resources on the site are summarized below.



1 inch equals 500 feet

Figure 3: Existing Conditions Map

Key to Symbols

----- Salem Water Easement	Habitat Types
Trail Type	Lowland Prairie Habitat
Existing Social Trail	Riparian and Bottomland Forest Habitat
Existing Gravel Road	Significant Wetland

3.1 Natural Resources

Riverfront Park contains habitat for a number of terrestrial and aquatic wildlife species, including fish, mammals, amphibians and a variety of resident and migratory bird species. The Park and adjacent North Santiam River provide several habitats including (see Figure 2):

- ▣ Riparian bottomland forest: The property has a portion of mixed hardwood and softwood species of primarily cottonwood, red alder, maple and ash reminiscent of historic vegetative coverage throughout the Willamette floodplain and its tributaries.⁷

Photo 1: Riparian Forest



Photo 2: Riparian Forest



- ▣ Riparian area: Defined by U.S. Fish and Wildlife Service (USFW) as “plant communities contiguous to and affected by surface and subsurface hydrological features of perennial or intermittent lotic and lentic water bodies (rivers, streams, lakes or drainage ways). Riparian areas have one or both of the following characteristics: 1) distinctively different vegetative species than adjacent areas, and 2) species similar to adjacent areas but exhibiting more vigorous or robust growth forms. Riparian areas are usually transitional between wetland and upland.”⁸ The entire Riverfront Park property is considered a riparian area and would typically support a riparian bottomland forest habitat type. Due to the cyclical nature of

⁷ 1851 vegetation map as described by surveyors for the General Land Office between 1851 and 1909 when surveying township and section lines can be viewed at www.willametteexplorer.info.

⁸ US Fish and Wildlife Service National Wetlands Inventory, A System for Mapping Riparian Areas in the Western United States, 1997.

floods, riparian zones are dynamic areas rather than static riparian forests. Floods cause shifts in stream channels to dissipate energy created by water flow and often move large wood from riparian zones into streams to create in-stream habitat features. After this disturbance, new vegetation establishes itself creating a diversity of age classes within riparian zones. This vegetation in a riparian bottomland forest helps reduce impacts of floods and erosion during high flows while providing habitat and water quality benefits. Historic aerial photos show that Stayton's Riverfront Park has experienced several episodes of floods and channel changes that have affected riparian vegetation as would be expected on a site situated in the floodplain such as this one. In the absence of human uses on a site

Photo 3: Riparian Area along the North Santiam River



like Stayton Riverfront Park, riparian vegetation is able to reestablish after natural disturbance events, thereby maintaining its function and benefits to overall watershed health. While a majority of the property currently does not have much vegetation, there is a restoration opportunity to reestablish a riparian forest adjacent to the North Santiam River. Doing so will bring

back the function of this riparian forest habitat type on the property while preserving existing passive recreational use and river access. Riparian areas provide water quality and habitat benefits. Diverse and native vegetation in riparian areas provide shade that maintains cooler water temperatures required by anadromous fish species during the critical summer months. This vegetation also provides large wood recruitment for future in-stream wood structures that provide habitat complexity required by anadromous fish. Roots of riparian vegetations (both trees and shrubs) anchor soil and stabilize banks to prevent erosion, which further protects water quality by preventing sediment inputs into the stream that can jeopardize spawning beds.⁹

⁹ Ellis-Sugai & Godwin, *Going with the Flow*, 2002.
Godwin, *Life on the Edge: Improving Riparian Function*, 2000.
Metro, *Green Trails: Guidelines for Environmentally Friendly Trails*, 2004.

▣ **Wetlands:** Wetlands are nature's reservoirs and water filters. They absorb and store water, help control stream flow and thus provide natural flood control. Wetlands are among Oregon's most biologically productive, species-rich habitats, and are especially important for nurturing aquatic and terrestrial plants, animals, fish, and insects. The United States Fish and Wildlife Service defines wetlands as "lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water...Wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes (plants specifically adapted to live in wetlands); (2)

the substrate is predominantly undrained hydric (wetland) soil; and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year."¹⁰ Stayton

Riverfront Park and the adjacent City of Stayton water treatment plant site contain a 32.5 acre wetland complex.¹¹

Within this wetland complex, there is 8.2 acres of emergent

wetlands, 13.8 acres of forested wetlands, 5.5 acres of mosaic emergent and forested wetlands and 4.1 acres of previously filled wetland.⁸ Approximately 21.5 acres of this wetland area are located on the Riverfront Park property. Historically, a portion of this site was used for milling lumber during which ponds and channels were created that have now become naturalized. Vegetation is dominated by red alder, black cottonwood, Pacific willow, slough sedge and common rush. Noxious weeds common to the site include Reed canary grass, Armenian (formerly Himalayan) blackberry and Scotch broom. Together with portions of the adjacent Wilderness Park, this area contains the largest and most diverse wetland-wildlife habitat inside the Stayton city limits.

Photo 4: Mosaic Emergent and Forested Wetland



¹⁰ US Department of Interior, Fish and Wildlife Service, Classification of Wetland and Deepwater Habitats of the United States, 1992.

¹¹ Fishman Environmental Services, City of Stayton Local Wetlands & Riparian Inventory, 1998.

▣ **Former Riparian Forest:** This area at the center of the property was historically a riparian forest that was converted to pasture. It now includes non-native grass and forb species. Whereas the City would like to preserve the open space aspect of this property and converting this area to riparian bottomland forest would have a high cost due to long-term pasture use altering hydrology and soils, this area may be maintained or enhanced as a lowland prairie, providing benefits to wintering waterfowl and grassland bird species. Prairie habitats are

among the most threatened habitat types in Oregon, and they provide critical habitat to many bird and wildlife species. The nearby Kingston Prairie Reserve provides habitat to Western Meadowlark, therefore, Stayton Riverfront provides opportunity to expand this habitat by its close proximity

Photo 5: Pasture Area Formerly Riparian Forest



to this reserve.¹² While this prairie area contains primarily non-native pasture grasses, there is opportunity to re-seed the area over time and convert grass species composition to benefit bird and other wildlife. This area would also benefit from adding structure, such as clusters of shrubs, to increase habitat complexity. This would provide additional habitat benefit, while maintaining the open space value here.

¹² ODFW, Oregon Conservation Strategy, 2006.

▣ North Santiam River

Waterways: The North Santiam River is identified as essential salmonid habitat and is identified in the draft recovery plan for both Upper Willamette Spring Chinook and Winter Steelhead for its restoration potential to benefit listed fish species.¹³

Photo 6: Waterway within Park



The variety of terrestrial habitats present on the site potentially allows a diversity of wildlife species to use it; however, no “critical habitat” for listed species currently exists, according to the Baseline Inventory. Additionally, though

there are native plant species on the site, none are listed as threatened or endangered and are not proposed candidate species for either listing.¹⁴

3.2 Open Space Resources

The 51 acre Stayton Riverfront Park adds a significant amount of natural open space to the City’s inventory. Together with Wilderness Park, these parks make up 106 acres of existing open space park land. The Park and Recreation Master Plan recommends an additional 105 acres of open space be acquired to meet demand for a community the size of Stayton.

According to the City of Stayton Park and Recreation Master Plan, natural open space is defined as “undeveloped land primarily left in its natural condition with recreation uses as a secondary objective. It is usually owned or managed by a governmental agency and may or may not have public access. This type of land often includes wetlands, steep hillsides, riparian areas or other similar locations [that are not suited for development and can better serve the community as an open space resource]. In some cases, environmentally sensitive areas are considered as open space and can include wildlife habitats, stream and creek corridors, or unique and/or endangered plant species.”¹⁵

This property fits within several subcategories identified in the Park and Recreation Master Plan for natural open space:

- ▣ Forest Resource Land: Consists of lands with significant areas devoted primarily to forests.

¹³ ODFW, Upper Willamette Chinook Salmon and Winter Steelhead Recovery Plan, Draft.

¹⁴ Schreiber, Barry, Fauna and Flora, Baseline Inventory Report for the Stayton Riverfront Conservation Easement Marion County, Oregon, 2003.

¹⁵ City of Stayton Park and Recreation Master Plan, 2004.

- ▣ Greenway Corridors: Consists of lands linking existing resource areas (e.g., parks, trails, view sheds), wildlife corridors, and waterways.
- ▣ Ecosystems Lands: Includes lands providing essential ecosystem services (e.g., flood control, erosion control, and water purification and aquatic ecosystems (streams, ponds, riparian corridors, etc.)).
- ▣ Lands that Protect Wildlife and Natural Communities: Includes lands that contain endangered, rare or threatened species and natural plant communities indigenous to the region.
- ▣ View Properties: Includes lands that possess outstanding scenic qualities visible from roadways and other resources and hilltop lands/areas that offer panoramic views.¹⁶

3.3 Water Resource Protection

The North Santiam Watershed is an important drinking water source to residents within the watershed (including the North Santiam Canyon communities of Idanha, Detroit, Gates, Mill City, Lyons, Stayton and Jefferson), the City of Salem and the City of Albany now that their water intake is located on the Santiam River. Whereas the North Santiam, Clackamas and McKenzie Rivers provide drinking water for over seventeen percent of Oregon’s population, the Environmental Quality Commission adopted the Three Basin Rule in 1977 to protect these watersheds. The rule, as amended in 1995, prohibits new or expanded wastewater discharges to these subbasins except as specifically allowed by the Commission.¹⁷

The North Santiam River is also listed on the 303(d) list of water quality impaired waterbodies for exceeding summer temperature standards for anadromous fish survival. The Willamette Total Maximum Daily Load plan cites “disturbance or removal of vegetation near a stream” as a cause for reducing “stream surface shading because of decreased vegetation height, width and density. This results in greater amount of solar radiation reaching the stream surface. Riparian vegetation also influences channel morphology. Vegetation supports stream banks during erosive, high flow events and slows floodwaters and promotes sediment deposition when floodwaters overtop the banks. Loss or disturbance of riparian vegetation may precede lateral stream bank erosion and channel widening. This decreases the effectiveness of remaining vegetation to shade the stream and increases the stream surface area exposed to heat exchange processes, particularly solar radiation.”¹⁸

Protecting and restoring riparian and wetlands habitats as planned for the Stayton Riverfront Property can play a significant role in protecting water sources for identified beneficial uses, such as drinking water, water quality and habitat conditions.

3.4 Scenic Resources

This parcel is adjacent to the North Santiam River, Wilderness Park and Geren Island, creating a continuous stretch of natural scenery from Upper Bennett Dam to First Avenue, a distance of approximately 3 river miles. The undeveloped nature of the parcel maintains scenic values of a

¹⁶ City of Stayton Park and Recreation Master Plan, 2004.

¹⁷ OAR 340-041-0350, The Three Basin Rule: Clackamas, McKenzie (above RM 15) and the North Santiam.

¹⁸ Oregon Department of Environmental Quality, Willamette TMDL Plan: North Santiam Subbasin, 2006.

large area of the North Santiam River. The park provides unique public access to the North Santiam River, connecting the river with residential areas, parks, trails and the downtown area. As a result, community members and visitors will have opportunities that were not available before to enjoy and learn about the river, watershed and resources they offer.

3.5 Cultural Resources

There are no known cultural or historical resources on this site or in the immediate area.¹⁹

¹⁹ Schreiber, Barry, Fauna and Flora, Baseline Inventory Report for the Stayton Riverfront Conservation Easement Marion County, Oregon, 2003.

4. PERMITTED USES ON THE SITE

4.1 Permitted Uses

Trails

Trails and bridges are permitted to provide pedestrian access to the site. Trail locations are depicted in Figures 2 and 3 and discussed in more detail in Section 5.3.1.

Site Furnishings & Related Amenities

An overlook at North Santiam River edge, interpretive signs, benches and trash receptacles are limited to North Santiam River viewing areas and off-site at park entrances. Further detail of these amenities is described in Section 5.3.3.

Utilities/Infrastructure

Construction, operation, maintenance and repair of water, power, fish screen, headgates and bypass channel, and other utility infrastructure needs are permitted in Riverfront Park if undertaken in accordance with easements pre-dating the Conservation Easement, and if the projects are consistent with relevant master plans, the Stayton Comprehensive Plan and the Riverfront Park Conservation Easement (see Appendix A). Facilities expected to require construction and/or maintenance include the City of Salem's water transmission lines and the SWCD's fish screen and headgate facility in addition to the trails, bridges and amenities described within this Management Plan. Any other utilities or infrastructure work or construction on the property is subject to the purpose and provisions of the Conservation Easement.

Other Uses

Funding partners shall be contacted regarding other uses not specified in this Management Plan and Conservation Easement if uses are consistent with the City's Park and Recreation Master Plan and other applicable City codes and plans.

4.2 Prohibited Uses

The Conservation Easement (see Appendix A) limits activities on this property with the intent of preserving its natural features and habitats. Activities prohibited by the easement generally include:

- ☐ Subdivision or partition of the property
- ☐ Commercial or industrial activity
- ☐ Placement or construction of buildings, structures or other improvements, except in accordance with the approved Management Plan
- ☐ Any use that causes significant soil degradation, erosion or pollution of waters
- ☐ Any alteration of the surface of the land, including removal of soil, sand, gravel, rock minerals, or other materials except in accordance with the approved Management Plan (e.g. for restoration activities)
- ☐ Manipulating wetland areas except in accordance with the approved Management Plan (e.g. for restoration activities)

- ☐ Any dumping or other disposal of wastes
- ☐ Construction or placement of signs or billboards, except in accordance with the approved Management Plan
- ☐ Exploration for, development of or extraction of minerals and hydrocarbons by any method
- ☐ Introduction of non-native invasive species
- ☐ Operation of off-road motorized vehicles, except in accordance with the approved Management Plan
- ☐ Pruning, cutting down, or other destruction or removal of live or dead trees, except in accordance with the approved Management Plan
- ☐ Gathering, picking, taking or harvesting native plants
- ☐ Disruption of wildlife breeding and nesting activities
- ☐ Hunting or trapping, except feral domestic mammals and non-native species (such as black rat, Norway rat, house mouse and nutria) and birds (such as European starlings and house sparrows that jeopardize livelihood of native bird species) in a manner that does not harm native plant and animal species
- ☐ Placing domestic animals on the Property

5. DESIRED FUTURE CONDITIONS AND MANAGEMENT ACTIONS

All management actions and timelines for completing the Final Design and Development Plan, habitat restoration and park development are dependent on the City of Stayton and/or its partners securing necessary funds.

5.1 Vegetation Management

Riverfront Park has a variety of native and non-native vegetation. There are no endangered, threatened, or critical species known to exist on the site.²⁰ This section provides management actions for maintaining vegetative communities and is in conjunction with restoration actions.

The management goal for vegetation management is to encourage diverse native plant communities to provide habitat, water quality and aesthetic benefits.

Actions:

1. Retain and encourage growth of existing native vegetation. This includes controlling weeds inhibiting natural recolonization of vegetation and not mowing areas where natural recolonization is establishing native vegetation (especially in the Riparian Management Area, Riparian Bottomland Forest and Wetlands). See Appendix D for lists of noxious weeds and treatments, and native plants.
2. Remove and control invasive plant species. Priority will be placed on target species on the Marion County Weed Control District lists.²¹ Appendix D provides a list of noxious weeds

²⁰ Schreiber, Barry, Fauna and Flora, Baseline Inventory Report for the Stayton Riverfront Conservation Easement Marion County, Oregon, 2003.

²¹ Marion County, www.co.marion.or.us/PW/Operations/weeds/weedlist.

prioritized for monitoring, eradication and control. There is a known presence of False Brome on the property along with Armenian Blackberry and Scotch Broom. There is a presence of Yellow Flag Iris and Japanese Knotweed in adjacent upstream riparian areas, therefore, these species will be monitored closely and early action taken to prevent their establishment in Stayton Riverfront Park.²² The City will work with the Marion Soil and Water Conservation District (SWCD) to complete an invasive weed inventory for the entire property to create baseline data and identify species that need control and monitoring.

3. Restore native plant populations. Priority will be placed on the Riparian Management Area to restore vegetation along the North Santiam River streambank for the first 5 years. See Appendix D for lists of native plants by habitat type and specifications to be used.
4. Pruning, removal or other destruction of live or dead trees by experienced City staff or licensed contractors is allowed on the site to prevent and control fire and spread of disease. Use Marion County Department of Public Works Best Management Practices for Clean Water for guidance.²³
5. Hazard trees that are in danger of falling across paths or other areas of public use may be removed to protect public health, safety and welfare.
6. When trees are removed, they will be placed in riparian or wetland areas as habitat logs whenever possible. Furthermore, the City will plant at least two native trees for mitigation of every tree removed to increase likelihood of population survival. Replacement trees will be site appropriate for the habitat zone (see Appendix D for plant lists).
7. Use herbicides (versus other control methods) only if confident they can be used safely and will do more conservation good than harm. Best integrated pest management techniques will be used, such as the methods described in The Nature Conservancy's *Weed Control Handbook*.²⁴ The Marion County Weed Control District website has additional online resources for weed control and Marion County has Best Management Practices for vegetation management.²⁵ See Appendix D for lists of invasive plants and treatments.

5.2 Habitat Zone Management

Figure 4 depicts habitat management zones identified within the park. These zones are generally defined by habitat and environmental sensitivity. Each zone and corresponding management actions are described below. This section focuses on habitat restoration and maintenance actions. Public access and trails related actions are in later sections.

5.2.1 Riparian Bottomland Forest Habitat Zone

A diverse, mature, bottomland and riparian mixed forest covers the eastern island and a major portion on the western part of the property. Based on 1851 historic vegetation map layer, historical photos and observation of the landscape, this habitat type is likely the historical

²² Marion Soil and Water Conservation District North Santiam Weed Inventory, 2010.

²³ Marion County, <http://www.co.marion.or.us/PW/ES/salmon/>.

²⁴ The Nature Conservancy, <http://tncinvasives.ucdavis.edu/handbook.html>.

²⁵ Marion County, www.co.marion.or.us/PW/ES/salmon

vegetative coverage for this site.²⁶ Management actions described in this section are specific to the interior Riparian Bottomland Forest Habitat Zone, areas directly adjacent with the North Santiam River are described in the Riparian Management Area in the next section.

The management goal for the Riparian Bottomland Forest Habitat Zone is to maintain and restore native mixed forest (i.e. hard and soft wood species).

Actions:

1. Allow and encourage passive recolonization²⁷ of bottomland forest in open area of the western portion of the property that is surrounded by forested and emergent wetlands (see Figure 4). Improving land management and letting nature do the repair is often more effective than trying to compensate for the damage.²⁸ This area will be monitored annually using photo documentation to determine if passive restoration is occurring and whether more active measures are required. See section 5.5 for monitoring goals.
2. Control invasive plant species that might inhibit recolonization or encroach on the existing native forest structure as needed to promote native vegetation and wildlife establishment. See Appendix D for lists of noxious weeds to be controlled and treatment measures.
3. If after five years monitoring data does not indicate native vegetation is reestablishing in this area, the City will plant the area with site appropriate native plants. Active restoration will include planting appropriate native species using standards described in Appendix D, continued weed control and necessary post-planting activities (e.g. mulching, staking, protection from browsing and watering) to ensure improved establishment of native plants. The intent is to ensure enough biodiversity to enable the forest to be self-sustaining and to support indigenous and migratory wildlife to the greatest degree. Additionally, achieving these standards will further enhance the conservation values of the property.

5.2.2 Riparian Management Area (RMA)²⁹

The North Santiam River is currently eroding away a significant portion of the north side of the river channel in Riverfront Park. The accelerated erosion is due in part to a revetment that was constructed upstream on the south side of the channel after the 1996 flood. Patterns of gravel deposition in the stream channel provide evidence of natural channel migration indicative of active river channels, such as the North Santiam River. Historic photos and maps of this area provide further evidence of the river's active movement and meandering throughout the

²⁶ 1851 vegetation map as described by surveyors for the General Land Office between 1851 and 1909 when surveying township and section lines can be viewed at www.willametteexplorer.info. Photos in *The Waterways of Stayton* by Ernst Lau.

²⁷ Passive Restoration is allowing natural processes to return by stopping activities that cause degradation or prevent recovery, e.g. removing grazing activities and choosing not to harvest or clear land (Kaufman et al, 1997).

²⁸ Kaufman et al, 1997, *An Ecological Perspective of Riparian and Stream Restoration in Western United States*.

²⁹ Defined as the area along each side of specified waters of the state with special vegetation retention and management requirements for the protection of water quality, and fish and wildlife habitat. Recommended width for a large size, fish bearing streams such as the North Santiam River is 100 feet. (Oregon Forest Resources Institute, Oregon's Forest Protection Laws, 2002)

floodplain. Across the southern boundary of the property, the river has eroded away approximately 130 to 170 feet in some areas from its 1996 alignment.³⁰ Since the City of Stayton water treatment facility is located on the downstream adjacent property and City of Salem water transmission lines are located on the Stayton Riverfront Park property, stabilization of this stream bank is a priority to ensure that over the long-term continued erosion does not jeopardize their treatment facility.

Streams are constantly changing by meandering, migrating and rearranging pools, riffles and gravel bars. Erosion is an inherent part of the changes occurring with these processes. Typically a robust riparian buffer will provide the best long-term protection from erosion such as that observed on the Riverfront Park property. A stream bank is a complex network of vegetation, roots, wood and sediment that provides a resistance to the stream as it flows by. The stream dissipates energy as it flows past this resistance. Erosion occurs when the stream has more energy applied to the bank than the bank can withstand. Bank erosion may be a symptom of changes in riparian vegetation because decreased amounts of vegetation and associated root structure weaken the bank’s resistance, making it more susceptible to erosion.³¹

Two measures were taken to protect drinking water source infrastructure for City of Salem and City of Stayton from impacts due to stream bank erosion. The City of Stayton installed stream barbs along the North Santiam River in 2007 that meet SLOPES III design standards. The City of Salem installed steel sheet piling in 2002 to protect approximately 420 feet of the 54-inch pipeline from encroaching erosion.

Stream barbs are temporary solutions that provide stream bank protection while trees and shrubs are establishing along the bank. The life expectancy of stream barbs varies depending on the river and location on the stream bank and require ongoing maintenance if vegetation is not established behind them to provide long-term protection against erosion. Hard structures such as rock barbs often transfer stream energy downstream causing erosion at other locations (such as the transfer of stream energy to Riverfront Park due to the aforementioned upstream revetment).³²

The management goal for the RMA is to establish and maintain a robust riparian vegetative buffer that provides long-term control of stream bank erosion. The actions in this section are the highest priority actions for implementation.

Actions:

1. Remove inappropriately placed rock fill and protect stream bank from erosion until a riparian buffer is established. (Note: Rock rip rap was removed and stream barbs were installed to protect the river bank in 2007.)

³⁰ Measurements from Google Earth utilizing historic imagery from 1994, 2000 and 2005.

³¹ Ellis-Sugai & Godwin, Going with the Flow, 2002.

³² Ellis-Sugai & Godwin, Going with the Flow, 2002.

Conversations at site visit with stream restoration engineer, Scott Wright, River Design Group.

2. Develop and implement a sustainable solution to stream bank erosion condition. Stream barbs were installed in 2007 to stabilize erosion and reestablish a riparian buffer. The most effective long-term bank protection for this dynamic area of the North Santiam River is likely to be a robust native vegetative buffer. Bioengineered solutions (e.g. vegetated soil lifts) can be used to establish a bank slope and toe that remains stable long enough to restore native vegetation. The City will monitor the erosion site to determine the effectiveness of the existing stream barbs and whether or not riparian vegetation is restored. If stream barbs and riparian plantings are determined to be ineffective, the City will collaborate with City of Salem to develop a bioengineered solution. This collaboration will include consultation with technical advisors (e.g. fish and wildlife, DSL, Army Corps, Marion County, etc.) to determine feasible options that meet SLOPES requirements while meeting site needs. No action can be an option explored if technical advisors agree that further changes to the bank would not gain additional stabilization. Implementation of a bioengineered solution will be dependent on funding availability. The North Santiam Watershed Council is another partner that can help with this project.
3. Work with City of Salem to relocate the gravel road along the southern boundary of the Park within the City of Salem’s easement so that it is centered on the waterline.
4. To the extent permitted by previous easements³³ actively restore³⁴ and maintain a riparian vegetative buffer of 50 to 150 feet, with an average of 100 feet from the top of bank³⁵ of the North Santiam River, except at the overlooks. This buffer width meets recommendations in Marion County Best Management Practices for Clean Water and Oregon’s Forest Practice Act.³⁶ See Figure 4 map. Active restoration will include planting appropriate native species using standards described in Appendix D, continued weed control and necessary post-planting activities (e.g. mulching, staking, protection from browsing and watering) to ensure improved establishment of native plants.
5. Control invasive plant species as needed to promote native vegetation and wildlife establishment. See Appendix D for lists of native plants to be used and noxious weeds to be controlled along with treatment methods.
6. The City of Salem and the SWCD will maintain access roads according to their easements.³⁷ This includes roads to the SWCD fish screen facility and the Salem water lines. No plantings will be established that could compromise these facilities or access to them. The Final

³³ See Appendix D for description of easements.

³⁴ Active restoration refers to manipulating the ecosystem to re-establish the desired function. (Kaufman et al, 1997).

³⁵ “Top of Bank” as defined by OAR 660-023-0090 on Riparian Corridors Land Use Goal 5: “Top of bank shall have the same meaning as bankfull stage defined in OAR 141-085-0010(12).” Additionally, “along all streams with average annual stream flow greater than 1,000 cubic feet per second (cfs) the riparian corridor boundary shall be 75 feet upland from the top of each bank.” According to OAR 141-085-0010, “Bankfull Stage means the two-year recurrence interval flood elevation.”

³⁶ Marion County, www.co.marion.or.us/PW/ES/salmon.

Oregon Forest Resources Institute, Oregon’s Forest Protection Laws, 2002.

³⁷ See Appendix C for description of easements.

Detailed Design and Development Plan will integrate these maintenance requirements with habitat restoration and park development.

7. Allow natural river processes to occur to the maximum extent feasible without jeopardizing the City of Stayton water treatment facilities to the west and the City of Salem water transmission pipelines. For example, retain in-stream large wood structure and protect stream channel located on the east end of the property running north to south from the Stayton Canal to the North Santiam River.
8. Specific construction projects proposed in or adjacent to riparian areas that are not included in the approved Management Plan or reviewed Final Design Plan shall have environmental review by ODFW, Marion County, OWEB, DSL and other relevant agencies to identify potential impacts on habitat and sensitive areas. OWEB and Marion County will review projects to ensure they are consistent with the Conservation Easement. Any construction or maintenance activities by the City of Salem within their easements are assumed to be allowed by the Conservation Easement and are exempt from this requirement.
9. Engage local partners, such as the North Santiam Watershed Council (NSWC) and Marion Soil and Water Conservation District (SWCD), to assist in funding and implementing restoration actions. (See Appendix E for list of resources to plan and implement restoration by habitat type, including potential partners.)

5.2.3 Sensitive Wetland Zone

The 21.5 acre wetland area contains a mixture of emergent, forested and filled wetlands (see Figure 2). This area also includes several natural and constructed drainages from previous mill activities. The wetland area is defined as a "locally significant wetland" in the approved City of Stayton wetlands inventory.³⁸ The exact boundaries of the wetlands have not been delineated.

The management goal for this zone is to maintain and protect existing wetlands (e.g. control invasive species and minimize human disturbance).

Actions:

1. Delineate wetlands to determine their extent and locate their boundary as part of the Final Design and Development Plan.
2. Control invasive species as needed to promote establishment of native vegetation and wildlife. See Appendix D for lists of noxious weeds to be controlled and treatment methods. Invasive species will be controlled to the extent necessary to allow passive recolonization of native wetland plants.
3. Wetlands will be monitored annually using photo documentation to determine if passive restoration is occurring and whether more active measures are required. If after five years monitoring data does not indicate native vegetation is reestablishing in this area, the City

³⁸ Fishman Environmental Services, City of Stayton Local Wetlands & Riparian Inventory, 1998.

will begin to plant the area with site appropriate native plants. See Appendix D for lists of native plants and specifications to be used by habitat type.

4. Protect wetlands from negative impacts of public access in this zone by locating trails adjacent to sensitive wetland areas (see Figure 4), using raised trails and posting signage about the importance of remaining on trails.
5. Provide education activities regarding wetland protection and management that could involve limited and managed active contact (e.g. student tours and data collection).
6. Specific construction projects proposed in or adjacent to wetland areas not included in the approved Management Plan or reviewed Final Design and Development Plan shall have environmental review by ODFW, Marion County, OWEB and other relevant agencies (e.g. DSL) to identify potential impacts on habitat and sensitive areas. OWEB and Marion County will review projects to ensure they are consistent with the Conservation Easement. Any construction or maintenance activities by the City of Salem within their easements are assumed to be allowed by the Conservation Easement and are exempt from this requirement. Wetland restoration will be coordinated between City of Stayton and City of Salem to ensure compatibility between the approved Management Plan and City of Salem's 404 permit application as the City of Salem is responsible for maintaining and monitoring restoration after construction.
7. Encourage wetlands monitoring on the site by other agencies and non-profits.

5.2.4 Lowland Prairie Habitat Zone/Former Riparian Bottomland Forest

This 15 acres located in the center of the property is a remnant from previous use for pasture and haying. The field is a mix of forage grass cover with bare ground and a few forbs. Since the hydrology of this area is altered by long use of grazing, the cost benefit of restoring this area to Riparian Bottomland Forest is not effective compared to other areas of the property. Therefore, management of this habitat zone focuses on maintaining a grassland habitat.

The management goal for this zone is to maintain and enhance overall prairie habitat structure (i.e. mix of grass and forb species) to support native bird habitat. Ideal grassland bird habitat has diverse habitat structure with a combination of grass species of varying height for nesting and foraging, wildflowers that attract insects (which is a food source), bare ground for nesting and low to medium sized shrubs and trees to provide perches.³⁹

Actions:

1. As re-seeding of bare areas in this area is necessary, replace with a fescue-based grass seed. Generally, over time replace broad leafed grazing type grasses with more narrow-leafed grasses. "Restoring Rare Native Habitats in the Willamette Valley" guide and "Landowner's Guide to Creating Grassland Habitat" provides specifications for restoring and maintaining grassland habitat. (See Appendix D for planting lists and specifications.)

³⁹ ODFW, Landowner's Guide to Creating Grassland Habitat.

2. Control invasive plant species as needed. (See Appendix D for list of noxious weeds and treatment.)
3. Manage as a prairie by controlling encroachment of trees. To maintain healthy grassland bird habitat, periodically mow after July 15 (to protect potentially nesting birds).
4. Introduce and maintain clusters of native and site appropriate shrub species to increase habitat complexity, biodiversity, and provide perches. (See Appendix D for planting list and specifications.)

5.2.5 Native Fish and Wildlife Species Management Across All Habitat Zones

The habitats present at Riverfront Park provide potential for a variety of native fish and wildlife species to use the site. The Baseline Inventory Report provides a list of federally threatened, endangered and species of concern and ODFW sensitive species that could possibly be using Stayton Riverfront Property.⁴⁰ These species includes: Oregon chub, Chinook Salmon, Winter Steelhead, Bald Eagle, Northwestern Pond Turtle, Northwestern Red-legged Frog,

Photo 7: Example Interpretive and Wildlife Protection Signs



Pileated Woodpecker, Western Meadowlark, Willow Flycatcher, Yellow-breasted Chat, Band-tailed Pigeon, Fringed Myotis and Long-eated Myotis.⁴⁰ The baseline reports also provides lists of other wildlife species potentially utilizing Stayton Riverfront Park that are not listed. However, there is no record or inventory of which species utilizing the property, therefore, below are recommendations for understanding fish and wildlife use and promoting their populations. These actions are secondary in priority after habitat restoration and protection actions.

⁴⁰ Schreiber, Barry, Fauna and Flora, Baseline Inventory Report for the Stayton Riverfront Conservation Easement Marion County, Oregon, 2003.

The management goal for fish and wildlife is to identify wildlife habitat use and opportunities that benefit sensitive fish and wildlife species, and discourage actions that would jeopardize these species.

1. Periodically inventory the site for presence of fish, wildlife and avian species. The City can explore partnerships with local groups, such as the Audubon Society, USFW and ODFW to assist with resource inventory. Inventory will inform management actions to ensure habitats are managed for species with known presence.

Photo 8: Example Wildlife Interpretive Sign

2. To meet Conservation Easement requirements to prevent disruption of wildlife breeding and nesting, the City of Stayton has already posted signs at entrance points to Riverfront Park that list City park rules.
3. Support fish, wildlife and avian site use by incorporating signage to educate public and discourage use of trails during sensitive life cycle phases (e.g. nesting). Photo 7 presents an example of such signs from the Willamette Valley National Wildlife

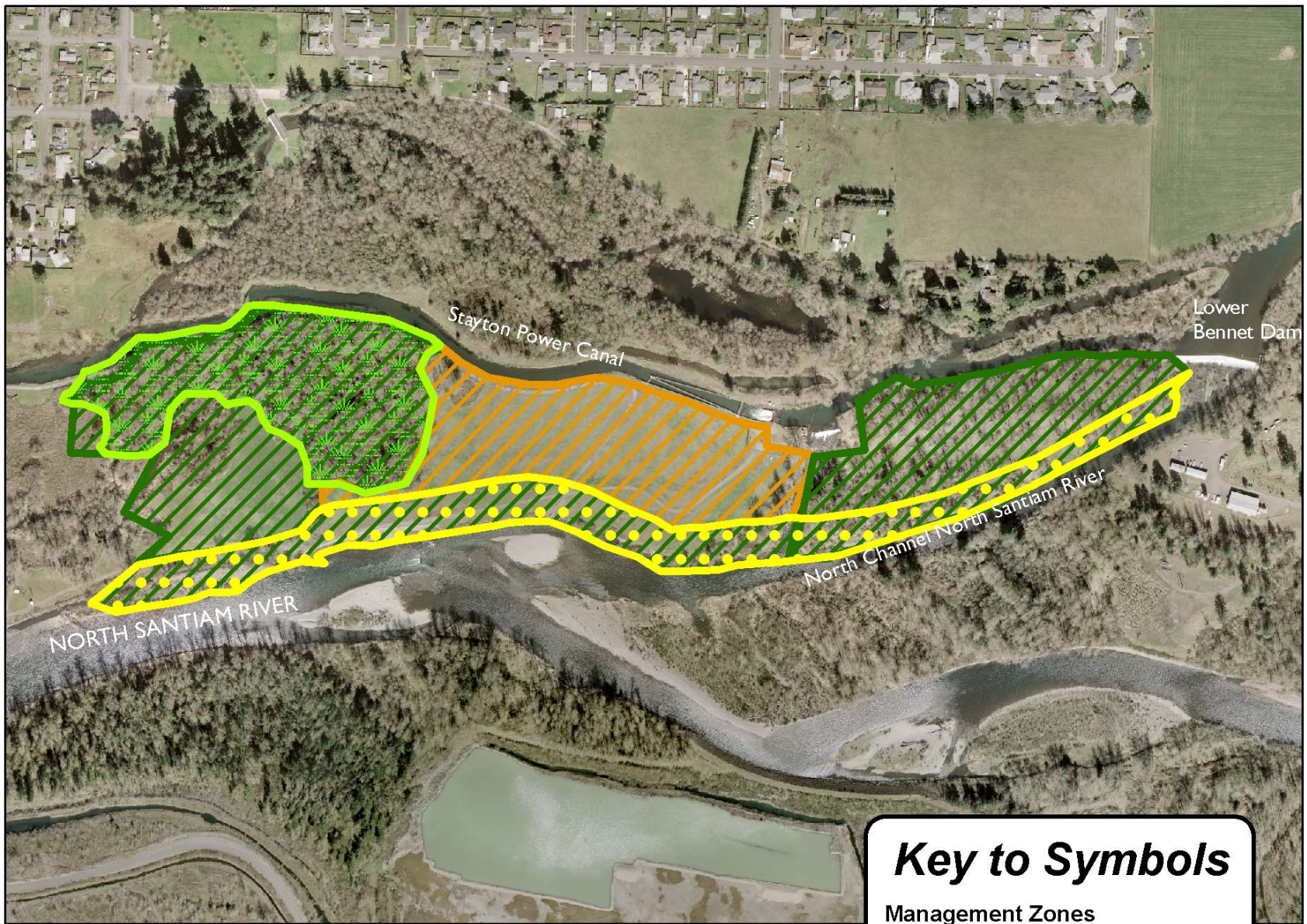


Refuge Complex sites (i.e. Ankeny, Baskett Slough and Finley).⁴¹ This will further prevent disruptions potentially caused by dogs or human interactions.

4. Prohibit hunting and trapping on the site, except as needed for pest management by the City of Stayton.
5. Trap and remove non-native species, such as black rat, Norway rat, house mouse, and nutria in a manner that does not harm native species.
6. Evaluate opportunities to enhance Oregon chub habitat and promote populations in wetland area ponds. The City of Stayton can consult ODFW to determine opportunities.
7. SWCD fish screen facilities located on the Stayton Power Canal (on the northern boundary of the property) protects migratory ESA-listed fish species and will require regular maintenance by the SWCD.

Appendix E provides a list of resources to plan and implement restoration by habitat, including potential partners to engage.

⁴¹ More information can be found at <http://www.fws.gov/WillametteValley/complex/index.html>.



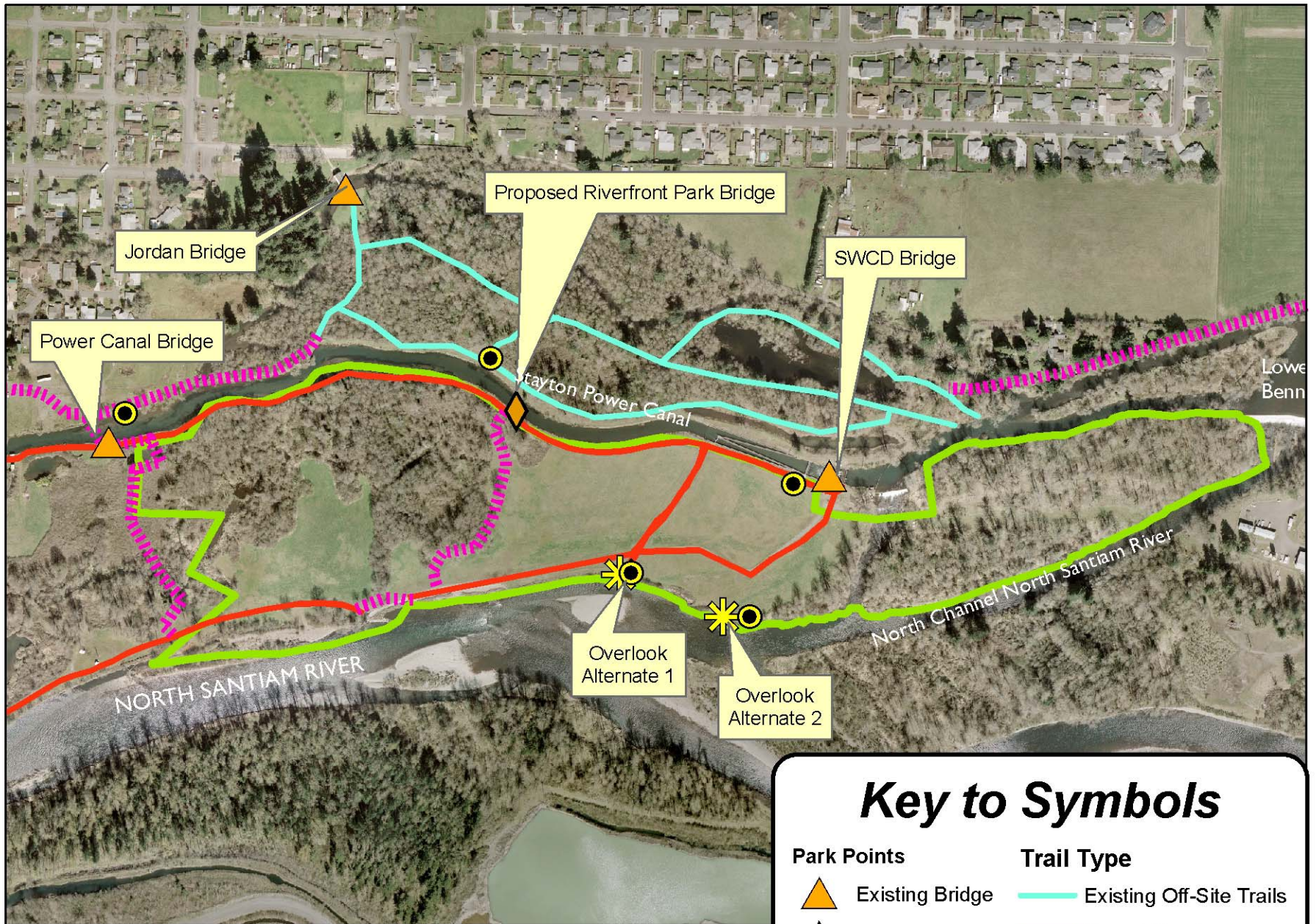
1 inch equals 500 feet

Key to Symbols

Management Zones

-  Riparian Bottomland Forest Habitat
-  Significant Wetland
-  Lowland Prairie Habitat
-  Riparian Management Zone








Figure 4: Habitat Zone Restoration and Management Map



1 inch equals 500 feet

Figure 5: Recreation Management Map

Key to Symbols

Park Points		Trail Type	
	Existing Bridge		Existing Off-Site Trails
	Proposed Bridge		Gravel Road
	Kiosk		Proposed Trail
	Viewing Sites		

5.3 Recreation and Public Access

Passive recreation and public access is a key aspect of Stayton Riverfront Park. Below are management actions to facilitate access and recreation while protecting natural resource and habitat values inherent in this property and protected by the Conservation Easement. When developing the Final Design and Development Plan with specifications for trails, bridges and amenities, the City shall consult with Marion County, OWEB and other relevant entities along with local citizens to ensure that actions are consistent with the Riverfront Park Conservation Easement and designs protect the park's conservation values. The City will strive to provide recreation facilities that meet current ADA requirements as required by the OPRD grant agreement and the City's own legal responsibilities. The City will secure any necessary permits to implement projects prior to construction (e.g. Marion County, DSL and Army Corps of Engineers).

5.3.1 Trails

The management goal for trails is to provide community access to Stayton Riverfront Park for passive recreation, visual access of the North Santiam River and connection to education opportunities on the property.

Final design and specifications along with projected budgets for construction and maintenance will be provided with the Final Design and Development Plan. Below are general guidelines and considerations that will be incorporated as part of this planning process. Figure 5 shows trail locations planned and include:

1. Existing gravel roads- Gravel roads located on City of Salem and SWCD easements will operate as trails along the northern and southern property boundaries. Two gravel roads crossing over the grassland area will also be used as trails, and one will be converted into an ADA accessible trail to connect a bridge crossing Stayton Canal with a constructed overlook site on the North Santiam River.
2. New trails- A new trail will be constructed along the eastern boundary of the wetland. A trail will be added on the property west of Stayton Riverfront Park with only a small portion of this trail crossing into the wetland area on Stayton Riverfront Park to connect the west side bridge with the west side trail. This requires routing the trail around a pond in a manner that protects adjacent private property.
3. City of Stayton will secure OWEB and Marion County approval on all trail designs before moving forward with construction.

Stayton Riverfront Park already has a network of social trails⁴² that align with the vision for trails on the property (see Photo 8). Presence of social trails in an area can indicate the need to construct trails at those locations.⁴³ A planning process must consider whether these trails will meet existing and future use needs while preserving and protecting natural and scenic resources.³⁵ The Final Design and Development Plan process will inventory these trails, evaluate impact acceptability (which will include

⁴² Social trails in the case of Stayton Riverfront Park are unofficial trails established by regular use.

⁴³ Metro, Green Trails: Guidelines for Environmentally Friendly Trails, 2004.

consideration of environmental factors) and determine management actions to accept existing social trails, relocate trails if they are determined unsafe or are causing excessive damage to natural resources and rehabilitate areas impacted by these latter social trails.⁴⁴ The City will monitor social trail development and impacts with annual photo points and vegetation monitoring. The City will redirect, relocate or remove social trails if they negatively impact revegetated areas, wetlands or established riparian vegetation and are contributing to progressive vegetation loss and erosion.

Trail development will follow guidelines for trails and pathways established in the City of Stayton Park and Recreation Master Plan. The following are general land use guidelines, site selection and design standards directly from Section 5 “Trails and Pathways” in the Park and Recreation Master Plan for trails and pathways relevant to the Stayton Riverfront Property⁴⁵:

- ▣ “Trails that follow along stream corridors and drainage ways may provide natural linkages from urban development to recreational or natural areas. Trails located parallel to these amenities also permit enjoyment of the amenity while making connections to other natural areas. In addition, trails in these locations can minimize loss of land for development to urban densities when compared to situations where trails bisect lands more suitable for development, as some buffer is generally required from streams and natural areas.”
- ▣ “Stream corridors provide essential ecological functions that need protection from impacts of development and human activity as these streams travel through urban areas.”
- ▣ “There are negative impacts both from planned recreational facilities and unplanned recreational activities that develop or just happen near stream resource lands. Good planning can minimize negative impacts.”
- ▣ “Trails should be planned, sized, designed and located to minimize impacts on ecological function of stream corridors and to minimize impacts of unplanned areas in and near these drainageways. Where adequate lands are available, multi-purpose trails running parallel to Mill Creek or the North Santiam River corridors should generally be sited 10 to 50 feet from the top of bank and further away when near sensitive areas (e.g. the eroding stream bank). Where there is a narrow band of riparian vegetation along a stream, parallel trails should generally be located outside the riparian area. Where situations indicate portions of trails need to be within a distance of 20 feet or closer to the top of bank and where trails cross streams, it is appropriate to require special details and reviews of the proposal. These provisions shall defer to future City or State standards in areas where those standards become more restrictive. It is imperative that trails be designed to blend with specific sites, considering both natural environment and trail users in siting and designing facilities.”
- ▣ “Design to local conditions - Trail alignments should take into account soil conditions, steep slopes, surface drainage and other physical limitations that could increase construction and/or maintenance cost.”
- ▣ “Rustic trails – These trails shall be used primarily for hiking. Trail width shall be 4 feet minimum. A narrow shoulder may be provided but is not required. Pathway easement or

⁴⁴ Trail Management and Maintenance,
<http://www.americantrails.org/resources/ManageMaintain/MarionInformal08.html>

⁴⁵ City of Stayton Park and Recreation Master Plan, 2005.

dedicated property shall be of sufficient width to assure some protection of natural amenities along the route. Path shall be constructed of an all weather surface capable of supporting foot traffic. A soft surface is preferred. Protection from winter mud and standing water is a primary surface design consideration. Drainage shall not be permitted to flow along trails as erosion can make trails difficult to use.”

- ☐ “Stream bank protection - Where practical, trails shall be located 50 feet or more from top of bank of the North Santiam River. This design approach is to protect natural riparian vegetation along the waterway thereby improving water quality and protecting habitat for fish and animals. This design should be interrupted by periodic points of access to permit protected viewing of the waterway from the bank. If river access is provided, appropriate bank protection should be incorporated into the design, such as stairs over river banks or other techniques that provide bank stabilization. If 50 feet is not available, the greatest separation possible should be provided. Consideration for walkway user should also be carefully considered in the design as views of the river may be one of the basic reasons for the walkway.”

The following are additional trail development guidelines for Stayton Riverfront Park that are reflective of the broad principles described in the Stayton Park and Recreation Master Plan yet ensure integration of trails with habitat restoration to protect the conservation values of this property. Trail design requires careful consideration of drainage and runoff conditions, soils and topography; and selection of construction materials must meet local site conditions to prevent impacts. Therefore, this Management Plan provides approximate locations and general guidelines to be considered for trails. Exact locations and construction specifications will be determined through the final design process. Guides such as Metro’s Green Trails or equivalent resources⁴⁶ that provide protocols for placing, constructing and maintaining trails while protecting natural resources will be used.

1. Provide a looped trail system that offers pedestrian access around the property and provides views of the North Santiam River, as well as other natural areas for passive recreation and wildlife viewing. Establish trails in approximate locations shown on the Management Plan Map (see Figure 4). Some general guidelines for trail locations that will be considered include:⁴⁷
 - ☐ Trails will be concentrated at low quality habitat or impacted locations, e.g. pasture area.
 - ☐ Trails will be located along habitat edges where opportunistic plant species typically become established. This access will encourage weed removal and control by volunteers such as occurs in the adjacent Wilderness Park.
 - ☐ Trails will utilize existing disturbance corridors such as social trails, existing roads (e.g. the gravel road on the northern boundary and that crosses the pasture), existing easements and/or construction routes (e.g. gravel road over City of Salem water main along the North Santiam River).

⁴⁶ American Trails provides considerable resources on designing, constructing, maintaining and funding trails. <http://www.americantrails.org>

⁴⁷ Metro, Green Trails: Guidelines for Environmentally Friendly Trails, 2004.

Photo 9: Examples of Existing Social Trails and Roads

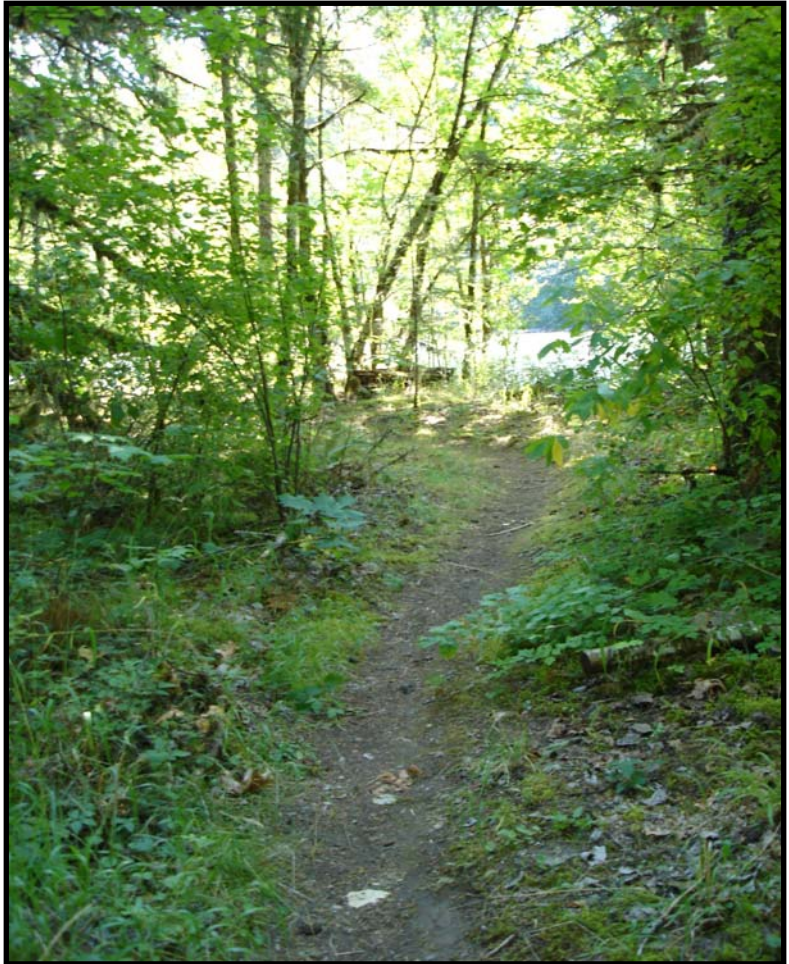


- ▣ Trails will avoid core intact habitat areas, such as the existing riparian bottom land forest and central wetland area, to prevent habitat fragmentation.
2. Provide a variety of trail types throughout the property that match trail specifications with habitat sensitivities (see Figure 5). Some general guidelines that will be considered with the Final Design and Development Plan include⁴⁸:
- ▣ Use elevated trails, especially in wet areas, that encourage users to stay on the trail. Elevated trails also prevent disruption of ground and surface water movement, and allow for wildlife passage.
 - ▣ Use pervious construction materials that allow rain water infiltration and will not easily wash away.
 - ▣ Use natural features to direct traffic and keep users on the trails (e.g. placement of logs to create barriers).
 - ▣ Use narrowest width possible to protect natural resources.

⁴⁸ Metro, Green Trails: Guidelines for Environmentally Friendly Trails, 2004.

3. Create a meandering trail through restored riparian buffer along the North Santiam River. The City of Salem’s gravel road located within their easement will be relocated so that the road is located over Salem’s waterline. This gravel road will serve as the trail along the North Santiam River. East of where the gravel road associated with Salem’s 54” line ends, a meandering trail in the open area will be set back from the North Santiam River by at least 25 feet from top of bank⁴⁹ of the North Santiam River and end at the eastside channel connecting the Stayton Canal and North Santiam River. This trail will use design criteria matching rustic trails in the Park and Recreation Master Plan, providing the narrowest width possible with design and materials that minimize impact to the riparian area.

Photo 10: Reference Site for Riparian Trail



4. Create trails near and around wetlands on raised boardwalks and located at edges and areas impacted by noxious weeds. The model to be used is the Jackson Frazier Wetlands, which provides wetland protection while also offering opportunity for community members and students to view and learn about wetland habitats and their value. Trails are likely to be located on the wetland’s eastern edge and a small portion on the west side to connect the bridge with a trail that will be created on the adjacent property. A wetland delineation will be completed as described in section 5.2.3 as part of the Final Design and Development Plan. Trails which impact wetlands will be dependent on approval from OWEB, Marion County, DSL and Army Corps approval.

⁴⁹ “Top of Bank” as defined by OAR 660-023-0090 on Riparian Corridors Land Use Goal 5: “Top of bank shall have the same meaning as bankfull stage defined in OAR 141-085-0010(12).” According to OAR 141-085-0010, “Bankfull Stage means the two-year recurrence interval flood elevation.”

Photo 11: Reference Site for Wetland Trail



5. Use bridges to facilitate access and connect Stayton Riverfront Park property to Wilderness Park and the citywide trail system. There are two bridge sites identified on the north edge of the Riverfront Park property, and a third bridge location off site adjacent to the western property boundary. (See Figure 5.)

a) East Bridge- The east bridge is located outside Riverfront Park at the Santiam Water Control District’s (SWCD) head gates and fish screen. It crosses the east end of the SWCD’s fish screen area before connecting to existing gravel roads on Stayton Riverfront Park. There is an existing bridge at this location within a fenced area. Using this bridge or adding a pedestrian crossing here would have least impact, facilitate the best

circulation into Stayton Riverfront Park and provide an education opportunity regarding ESA-listed fish species and state investment to protect these species. Development of a pedestrian bridge at this location will require a formal written agreement between the City of Stayton and SWCD. A feasibility analysis should address design, costs, potential negative impacts on SWCD facilities, safety, water quality, etc.

b) Middle Bridge- The middle bridge will connect Wilderness Park on the north side of the Stayton Canal with the existing gravel road on the north side of Stayton Riverfront Park.

c) West Bridge- The west bridge is located outside Stayton Riverfront Park and will provide access to the Park from downtown Stayton at E. Florence Street. The City secured grant funds from OPRD for this bridge and will be installing the bridge in 2011.

6. Construct and maintain one river viewing structure to provide public visual access to the North Santiam River (see Figure 5). Viewing platforms provide people opportunity to view the river and natural resources without disturbing sensitive habitats and offer opportunity

for interpretive education (especially at the fish screen bypass location).⁵⁰ Since citizens are naturally drawn to view the river, establishing and maintaining pre-determined viewing locations helps to protect riparian restoration work, keeping the remaining bank area intact. Two viewing site alternatives are identified on Figure 5. They are located at impacted areas on the North Santiam River including the SWCD fish screen bypass and an old rock barb (see Photos 12 and 13). These locations connect with existing roads identified for the ADA access trail options as well as with the possible bridge locations. If determined feasible, the SWCD fish screen bypass is the preferred location for a constructed viewing platform. Exact specifications will be determined through the Final Design and Development Plan process, and the City of Stayton will obtain final approval of the design from SWCD, OWEB and Marion County before construction and acquiring required permits for the project (e.g. County). The rock barb location is already a socially established viewing location and is the alternate location for the constructed viewing structure. If the SWCD site is determined to be feasible, the rock barb site will be maintained as an informal viewing point without any constructed additions since riparian vegetation restoration is not likely to be feasible over the rock barb. This will include controlling invasive weeds that will likely become established without maintenance.

⁵⁰ Metro, Green Trails: Guidelines for Environmentally Friendly Trails, 2004.

Photo 13: Viewing Platform Site at Fish Screen Bypass



Photo 13: Viewing Site at Rock Barb Location, an Existing Socially Selected Use



7. To ensure compliance with OPRD Local Government Grant agreement requirements, at least one ADA accessible trail will connect an overlook location with an access bridge. An option to consider is to add an ADA trail along the shoulder of the SWCD’s gravel road along the north boundary. This ADA trail will be a pervious surface constructed with a firm, stable and slip resistant materials in compliance with current ADA guidelines. This trail will utilize

an existing road through the grassland area to minimize impact of trail establishment and will connect a bridge with the constructed viewing location

8. Permit only non-motorized public use of trails, except ADA mobility devices.
9. No parking lots will be developed within Riverfront Park, only at adjacent locations.

5.3.2 Interpretive Signage

The management goal for interpretive signage is to raise awareness regarding funding sources for the Park, stewardship of natural resources during Park use and natural resource values of the property and surrounding watershed.⁵¹

Actions :

1. Provide interpretive signs at trail entrances to the site, bridge crossings and at the North Santiam River constructed viewing area. General interpretive sign locations are shown by kiosk symbols in Figure 5.
2. Work with natural resource agencies, conservation groups and an interpretive exhibit designer to develop an interpretive signage program that identifies key messages to convey regarding the site's natural resources, such as watersheds, salmon and steelhead, habitat types and use of grant program dollars to protect natural areas. This site provides a unique opportunity close to Salem to demonstrate the benefits of Measure 66 acquisition programs through OPRD and OWEB that integrate public use and natural resource protection.
3. Develop a sign design standard that is compatible with the site's rustic, undeveloped character and that is consistently used throughout the site. Use of consistent signage materials and design will keep focus on natural resources, which are the primary reason for the site's protection. This will be completed as part of the Final Design and Development Plan.

5.3.3 Site Amenities

The management goal for amenities is to provide low-impact park infrastructure to support passive recreation while protecting conservation values of Stayton Riverfront Park.

Actions:

1. Concentrate trash receptacles and similar amenities requiring routine maintenance near trailhead locations on sites adjacent to the property and at the viewing areas. Exact specifications will be determined through the Final Design and Development Plan.
2. Benches will be located at impacted areas (e.g. viewing locations, trailheads and high traffic areas on existing roads). Bench design and materials will try to incorporate natural materials and features (e.g. rock and logs) to blend into the landscape. Exact specifications will be determined through the Final Design and Development Plan.

⁵¹ American Trails provides considerable resources on designing effective sign messages.
<http://www.americantrails.org>.

3. Signs have already been posted off-site at park entrances that list park rules, including leash law requirements. New signs will be posted at pedestrian bridges.
4. The City of Stayton will evaluate need for additional amenities (e.g. off-site permanent or temporary restroom facilities, benches and solid waste disposal) over a five year term to ensure continued protection of natural resources and habitats on the property. Potential sites to be considered for a restroom are the water treatment property to the west or Wilderness Park to the north. If it is determined that benches and trash receptacles are needed in addition to the sites described above, these will be located only along trails no more than 10 feet from the trail edge.

5.3.4 Vehicular Access

The management goal is to exclude vehicular access with the exception of maintenance and emergency vehicles.

Vehicular Access Actions:

1. Existing easements to the SWCD and City of Salem allow for maintenance of and access by existing gravel roads on the property.⁵² These include gravel roads located along the north edge of the property along the Stayton Power Canal and adjacent to the North Santiam River. Maintenance and construction vehicles will be permitted limited access to the site on these gravel roads as needed to implement actions in this Management Plan and to complete any necessary maintenance activities by the City of Salem on their waterline and the SWCD on their fish screen.
2. Access for routine maintenance activities, such as trash pickup by City of Stayton staff and maintenance of restoration sites (e.g. watering plants), will be allowed on existing roads allowed by easements.
3. Law enforcement and public safety vehicles are allowed on the property.

5.4 Watershed Education Actions

Stayton Riverfront Park offers opportunities for education and programming to increase awareness of the values and importance of the watershed and the site's natural resources.

The management goal for watershed education is to provide opportunities to enhance public appreciation, understanding and enjoyment of local natural resources; and benefit of Measures 66 and 76 investments in to watersheds and parks.

Actions:

1. Use interpretive signage to provide information about the local watershed and site-specific wetland, riverine and habitat features. In addition, these education efforts could include information about the Park's stream bank erosion, the City's efforts to stabilize and revegetate the area and general Best Management Practices for riparian areas.

⁵² See Appendix D for easement descriptions.

2. Partner with other agencies and community organizations to provide nature walks and other environmental programming on the site.
3. Encourage school district use of the site for science education and field trips that are conducted in a manner that protects the Park's conservation values and complies with the terms of the Conservation Easement.
4. Support research on the site by natural resource agencies, educational institutions and community watershed groups.
5. Expand the City's volunteer program for invasive species removal and native plant revegetation to Riverfront Park. Environmental volunteer activities are an important form of recreation, and also provide an opportunity for education about natural resources.
6. Capitalize on close proximity of adjacent publicly owned sites. Close proximity of several City-owned parks and public facilities presents opportunities to provide educational information about Riverfront Park at neighboring sites. For example, interpretive signage at Wilderness and Pioneer Parks could include information about Riverfront Park or an informational display could be included in public buildings including city hall, library and community center.
7. Explore potential to work with local archaeological and cultural groups to further evaluate the site's history.

5.5 Monitoring, Maintenance and Adaptive Management

Monitoring and maintenance are critical in restoration and ensuring the values protected by the Conservation Easement are maintained.

The management goal for monitoring and maintenance is to understand the property's response to habitat restoration and recreation, to adapt management strategies as needed, determine maintenance needs, and implement maintenance measures.

Actions:

1. Use annual summer photos at established photo points throughout the park to create a timeline of changes in the Park, specifically to track changes in vegetation. Submit photos to OWEB and Marion County.⁵³
2. Vegetation Management
 - ▣ Monitor for invasive plant species annually late spring to early fall, and determine control and maintenance measures. Appendix D provides list of noxious weeds prioritized for monitoring, eradication and control along with treatment methods.
 - ▣ Monitor passive restoration at bottomland riparian forest and wetland to determine if native plants are recolonizing after 5 years. Goal is to see 50% sapling/shrub cover, 20% native herbaceous cover and no more than 30% weed cover. The sapling colony is to

⁵³ See OWEB Guide at <http://www.oregon.gov/OWEB/publications.shtml>.

include a minimum of 4 different native species, the shrub colony is to include a minimum of 4 different native species and the herbaceous plants/grasses is to include a minimum of 8 different native species. Species should be inventoried by a trained or experienced person. After 10 years, the goal is to see 80% native aerial cover and less than 20% weeds. If these goals are not met at either year 5 or year 10 through weed control and passive recolonization, the City of Stayton will begin active restoration to bring site up to these goals. Active restoration will include planting appropriate native species using standards described in Appendix D, continued weed control and necessary post-planting activities (e.g. mulching, staking, protection from browsing and watering) to ensure improved establishment of native plants.

3. Riparian Management Area

- ▣ Monitor effectiveness of stream barbs 5 and 10 years after installment (2012 and 2017, respectively), and during unusually high flow or flood events (e.g. 25 year events or higher).
- ▣ If erosion continues to be a problem, pursue a bioengineering solution (e.g. vegetated soil lifts) in partnership with City of Salem and replant the streambank.
- ▣ Monitor plantings for survival annually. Replant areas with mortalities above 20%. The goal for plantings is to have 75% survival rate in five years.

4. Recreation and Public Access

- ▣ Monitor for impacts of public access on sensitive habitat areas (e.g. riparian and wetland areas). Watch for excessive trail use that causes degradation of identified natural resources and conservation values protected by the Conservation Easement. Adapt management strategy as needed (e.g. closing social trails).
- ▣ Monitor for vandalism and damage caused by off trail usage and address problems that arise.

5. OWEB and/or Marion County will visit the site at Years 5 and 10 to review progress of restoration and provide recommendations for future maintenance. Additional monitoring by either agency may be conducted during interim years (e.g. OWEB plans to make annual site visits to all their acquisition sites).

6. Upon completion of any construction the City will report to OWEB and Marion County on the project's final status. Reports will also be provided after any inclement weather or catastrophic event that affects the appearance or functionality of the site. These reports will be informational in nature, and will reflect efforts made to follow Best Management Practices for mitigating the specific event.

7. The City of Stayton will complete periodic review of monitoring data and efficacy of the Management Plan at a minimum of 5 year intervals over 20 years from approval of the Management Plan, which are the reporting requirements in Marion County and OWEB grant agreements. Management Plan updates will be made at these 5 years intervals and will incorporate adaptive management strategies in response to data collection described above. Updates will be submitted to OWEB and Marion County for approval through the process described below.

6. PLAN UPDATES AND AMENDMENTS

The City of Stayton will manage the Stayton Riverfront Park property according to the guidelines of this Management Plan, and will implement restoration and park amenity projects according to the detailed Final Design and Development Plan. To respond to monitoring results and use adaptive management necessary to continue preserving the natural resource values protected by the Conservation Easement while also ensuring passive recreation opportunities are provided without degrading these conservation values, the following process will be used.

1. The City of Stayton will draft amendments to this Management Plan.
2. The City will facilitate any public comment deemed necessary from both the Stayton community and public agencies.
3. The City will submit Management Plan amendments to OWEB and Marion County for review and approval.

7. IMPLEMENTATION AND TIMELINE

Implementation of this plan will be completed with partners where appropriate (e.g. Marion Soil and Water Conservation District, North Santiam Watershed Council, local school groups and local businesses; Appendix E provides a list of resources to plan and implement projects, including potential partners to engage). The following timeline is tentative, and project priorities and implementation is pending availability of funding.

<i>Year</i>	<i>Timeframe</i>	<i>Task</i>
Year 1-2	2011-2012	<ol style="list-style-type: none">1. Highest Priority: Riparian Management Area<ul style="list-style-type: none">• Continue actively restoring riparian buffer Cost estimate- \$800 per acre for site prep; \$2,700 per acre for planting• Maintain restored riparian vegetation Cost estimate- \$1,000 per acre per year• Monitor streambank erosion control efficacy2. Inventory noxious weeds to determine extent and cost estimates for control3. Weed control to allow native plant recolonization. Cost estimate- \$500/acre for mechanical, \$300/acre for chemical4. Monitor<ul style="list-style-type: none">• Invasive weeds annually to determine control measures necessary to protect new plantings and allow passive restoration in other areas• Plant survival annually in the RMA to determine maintenance needs

		<ul style="list-style-type: none"> • Photo points annually <ol style="list-style-type: none"> 5. Apply for grants to complete a detailed Final Design and Development Plan for the park property that includes specifications for trails, constructed viewing site, amenities (i.e. benches and trash receptacles) integrated into restoration plans for wetlands, riparian bottomland forest and grassland area. Final Design and Development Plan will include wetland delineation, feasibility analysis on bridges and viewing site and budget projections. Cost estimate- Approximately \$75,000
Year 2-5	2012-2015	<ol style="list-style-type: none"> 1. Complete, submit to OWEB and Marion County for approval and adopt detailed Final Design and Development Plan. 2. Submit grant applications to implement OWEB and Marion County approved Final Design Plan. 3. Monitor and Maintain <ul style="list-style-type: none"> • Invasive weeds annually to determine control measures necessary to protect new plantings and allow passive restoration in other areas; control weeds to allow passive recolonization • Plant survival annually in the RMA to determine maintenance needs; replant areas with mortalities higher than benchmark • Photo points annually 4. Weed control to allow native plant recolonization.
Year 5-10	2015-2020	<ol style="list-style-type: none"> 1. Monitor and Maintain <ul style="list-style-type: none"> • Effectiveness of bank stabilization in 2017; if erosion continues to be a problem, look at alternative solutions • Invasive weeds annually to determine control measures necessary to protect new plantings and allow passive restoration in other areas; control weeds to allow passive recolonization • Plant survival annually in the RMA to determine maintenance needs; replant areas with mortalities higher than benchmark • Efficacy of passive restoration in wetlands and riparian bottomland forest. Implement active restoration if needed. • Photo points annually 2. Update Management Plan in response to monitoring data review in 2015 and 2020. Update will provide adaptive management measures and identify project needs (e.g. additional bank stabilization or vegetative restoration). Update will be submitted to OWEB and Marion County for approval. 3. Implementation of Final Design and Development to achieve Salmon-Safe Certification 2020.
Year 10-20	2020-2030	<ol style="list-style-type: none"> 1. Long-term maintenance of plant communities, habitat restoration and park amenities to protect natural resources. Continue plant maintenance and weed control as needed.

-
2. Update Management Plan in response to monitoring data review in 2020, 2015 and 2030. Update will provide adaptive management measures and identify project needs (e.g. additional bank stabilization or vegetative restoration). Update will be submitted to OWEB and Marion County for approval.
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APPENDIX A: CONSERVATION EASEMENT

When the City of Stayton purchased Riverfront Park via the Trust for Public Lands, this Conservation Easement was attached to the deed.

After recording return to:

Marion County
Attn.: Matt Thorburn
5155 Silverton Rd. NE
Salem, OR 97305

COPY

CONSERVATION EASEMENT

This CONSERVATION EASEMENT ("Easement") is entered into the 30 day of December, 2003, between The Trust for Public Land (Grantor) whose address is 806 SW Broadway, Suite 300, Portland Oregon 97205 and MARION COUNTY, (Grantee) whose address is 5155 Silverton Rd. NE, Salem Oregon 97305.

RECITALS

- A. Grantor is the sole owner in fee simple of approximately 51 acres of real property situated in Marion County (the Property), more particularly described in the attached Exhibit A.
- B. ORS 271.715 *et seq.* permits the creation of conservation easements for the purposes of retaining or protecting natural, scenic, or open space use, and protecting natural resources.
- C. Title III of Public Law 106-393 the "Secure Rural Schools and Community Self-Determination Act of 2000" allows for counties to purchase conservation easements.
- D. The Property is an undeveloped natural area that possesses educational, scenic, aesthetic, open space, natural resource and wildlife habitat values (collectively "Conservation Values") of great importance to the Grantor, Grantee, the people of Marion County, the Oregon Watershed Enhancement Board, and to the people of the State of Oregon.
- E. Grantor desires to convey to the Grantee the right to preserve the Conservation Values of the Property in perpetuity, and Grantor is willing to honor such intentions and protect such values in perpetuity.
- F. Grantor shall, in good faith, manage and reasonably defend the Property in a manner consistent with the intent and purpose of this Easement and shall not assist, encourage or permit any third party to violate the terms, conditions and restrictions of this Easement.

EASEMENT

In consideration of the foregoing and the mutual terms, conditions, and restrictions contained in this Easement, and pursuant to the laws of the State of Oregon and in particular ORS 271.715 et seq., Grantor hereby voluntarily grants and conveys to Grantee a perpetual conservation easement (Easement) over the Property of the nature and to the extent set forth in this Easement, subject to the following conditions:

1. **Purpose.** The purpose of this Easement is to ensure that the Property will be retained forever substantially in its current natural, scenic, and open space condition, and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values. Grantor intends that this Easement will reduce the set of uses to which the Property may be put.

2. **Rights of the Grantee.** To accomplish the purpose of this Easement, Grantor conveys to the Grantee the following rights:

- a) To preserve and protect the Conservation Values of the Property;
- b) To enter upon and inspect the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such features of the Property that may be damaged by an inconsistent activity or use that occurs after this Easement is conveyed to Grantee; and
- d) To assign, convey, or otherwise transfer Grantee's interest in the Property.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited unless expressly permitted in the Approved Management Plan described in Section 5 of this Easement or approved in writing by Grantee and Third Party Beneficiary, as described in Section 22 below:

- (a) Any legal or de facto subdivision or partition for any purpose except as may be required by law;
- (b) Any commercial or industrial activity, except in connection with a permitted activity;
- (c) The placement or construction of any buildings, structures, or other improvements of any kind;
- (d) Any alteration of the surface of the land, including without limitation the excavation or removal of soil, sand gravel, rock minerals, or other materials;

(e) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;

(f) The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses, except as necessary to preserve the Property.

(g) Any dumping or other disposal of wastes, refuse, and debris;

(h) The construction or placement of signs or billboards;

(i) Any exploration for, or development or extraction of, minerals and hydrocarbons by any surface mining or other method;

(j) Any pruning, cutting down, or other destruction or removal of live or dead trees, except Grantor may remove trees to prevent and control fire and the spread of disease, or as required by existing easements in Section 16 between Grantor and third parties;

(k) The introduction of nonnative invasive species;

(l) The gathering, picking, taking, or harvesting of native plants;

(m) Hunting or trapping. Feral domestic mammals and individuals from the family Muridae of the order Rodentia (old world rats and mice) may be killed without approval of Grantee and Third Party Beneficiary if done in a manner so as not to adversely impact the native plants and animals.

(n) The disruption of wildlife breeding and nesting activities.

(o) The keeping of domestic animals on the Property.

(p) The introduction of nonnative wetland plants, and nonnative invasive species on the Property.

(q) The operation of motorcycles, dune buggies, snowmobiles, or other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution.

(r) Any use that is inconsistent with the purposes outlined in Article XV, Section 4b of the Oregon Constitution.

4. **Rights Reserved to Grantor.** Grantor reserves to itself and to its successors, and assigns, any and all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all permitted uses that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement.

Without limiting the generality of the foregoing, Grantor expressly reserves the right to conduct the following activities and uses, notwithstanding anything in this Easement to the contrary:

(a) To engage in and permit others to engage in, low-impact recreational uses of the Property such as use of existing roads and trails. No surface alteration or development of additional trails will be permitted until expressly permitted in the Approved Management Plan described in Section 5 of this Easement or approved in writing by Grantee and Third Party Beneficiary.

(b) To engage in and permit others to engage in, restoration activities on the property consistent with and in furtherance of the Conservation Values

(c) To engage in and permit others to engage in, education activities on the property.

5. **Management Plan.** Grantor shall prepare a management plan to be completed no later than 18 months after the signing of this Easement, which shall be approved by Grantee and Third Party Beneficiary, as described in Section 22 below. The management plan shall address recreation and public access; watershed education programs; riparian and wetland protection and restoration; native fish and wildlife species habitat management; and removal, cutting or destruction of vegetation.

After the proposed management plan has received final approval (the "Approved Management Plan") the Grantor will manage the Property in a manner consistent with the terms of the Approved Management Plan and this Conservation Easement.

6. **Inspection by the Grantee.** The Grantee or its designee shall have the right to enter the Property for the purpose of inspecting the Property, upon reasonable notice to the current owner of the Property. Failure to conduct such inspections shall not constitute a waiver of the right to do so, nor a waiver of the right to enforce any violation of the terms of this Easement which would have been apparent on inspection. Any inspection authorized by this Section 6 shall be conducted solely for the purpose of determining whether the condition of the Property complies with the terms of this Easement. The Third Party Beneficiary, described in Section 22 below, has all rights of inspection given to the Grantee or its designee above.

7. **Dispute Resolution.** Subject to Section 8(b) below, if a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and attempt resolution. If the parties agree, the matter may be referred to nonbinding arbitration.

8. **The Grantee's Remedies.**

(a) **Remedies.** If the Grantee determines that a violation of the terms of this Easement has occurred or is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if necessary, restore the Property to its intended condition. If Grantor fails to cause the violation to be cured within 30 days after receipt of notice thereof from the Grantee (or if the violation cannot reasonably be cured within a 30-day period, if Grantor fails to begin curing the violation within such period), or fail to continue diligently to cure such violation until finally cured, the Grantee shall have the following rights and remedies, in addition to all other rights under this Easement:

(i) To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement;

(ii) To enjoin the violation by temporary or permanent injunction;

(iii) To recover any damages to which it may be entitled for violation of the terms of this Easement; and

(iv) To require the restoration of the Property to a condition that existed prior to any such injury.

Without limiting Grantor's liability, the Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(b) **Emergency Enforcement.** Notwithstanding anything to the contrary in this Easement, if the Grantee determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee may pursue its remedies under subsection (a) without prior notice to Grantor or without waiting for the cure period to expire. The Grantee's rights under this section shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor acknowledges and agrees that breach of the terms of this Easement will cause irreparable harm to the Grantee and agree to the entry of a temporary restraining order and permanent injunction by any court of competent jurisdiction to prevent breach or further breach of this Easement, in addition to specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available remedies at law.

(c) **Remedies Cumulative.** All rights and remedies described in subsection (a) above are cumulative and in addition to any other remedy the Grantee may have by agreement, at law or in equity. Partial exercise of or forbearance by the Grantee in exercising any right or remedy shall not limit or restrict the Grantee's subsequent exercise of such right or remedy or contemporaneous or subsequent exercise of any other right or remedy, nor shall it be construed to be a waiver by the Grantee of any term of this Easement.

(d) **Third Party Violations.** Should Grantee determine that actions are being taken or are being threatened by independent third parties, which violate the terms and restrictions of this Easement, Grantee may notify Grantor in writing and request that Grantor take all reasonable actions against such third parties to cease said violation and immediately effect a cure. Grantee may at its own discretion choose to pursue actions directly against such third parties on behalf of Grantor and by virtue of the rights and interests Grantee is herein conveyed.

(e) **Costs of Enforcement.** If any action or suit is instituted to enforce the terms of this Easement, the prevailing party shall be entitled to recover from the other party, in addition to any other rights and remedies it may have, all reasonable expenses, and attorney fees at trial or on appeal, and all costs (including attorney fees) associated with any restoration required as a result of Grantor's violation of the terms of this Easement.

(f) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

(h) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for (a) any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent abate, or mitigate significant injury to the Property resulting from such causes, or (b) any act or omission of a third party.

9. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. **Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or

prescription.

11. **Costs and Liabilities.** Grantor retains all responsibilities for and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

12. **Extinguishment.** If future circumstances render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee shall be entitled, after satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise required by Oregon law at the time, by using the values which would be used to calculate the value of the deduction for federal income tax purposes allowable under Internal Revenue Code section 170(h), assuming a grant of the easement as of the date the easement is extinguished or terminated. The Grantee agrees to use all such proceeds in a manner consistent with the conservation purposes of this Easement.

13. **Condemnation.** If all or any part of the Property is taken by power of eminent domain, or is conveyed under threat of condemnation, the Grantee shall be entitled to compensation in accordance with applicable law. The Third Party Beneficiary, as described in Section 22 below, shall be entitled to 21% of compensation received by the Grantor.

14. **Assignment.** The Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer within the meaning of Internal Revenue Code section 170(h) (or any successor provision then applicable) and the applicable regulations promulgated thereunder and is authorized to acquire and hold conservation easements under ORS 271.715 et seq. (or any successor provision then applicable).

15. **Subsequent Transfers.** Grantor agrees to incorporate, which such incorporation may be by reference, the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or part of the Property, including with out limitation, a leasehold interest. Except for the conveyance anticipate in section 23 (h) below, Grantor further agrees to give written notice to the Grantee and Third Party Beneficiary, OWEB, of the transfer of any such interest at least 30 days prior to the date of transfer. The failure of Grantor to perform any act required by this section shall in no way impair the validity of this Easement or limit its enforceability.

Except as anticipated in section 23 (h) below, Grantor may not assign or transfer its rights or delegate its responsibilities under this Conservation Easement or sell, lease, exchange, or otherwise dispose of the Property without prior written approval from the Third Party

Beneficiary, OWEB, which approval shall not be unreasonably withheld. Such approval will not be granted if a profit, as defined by OWEB in OAR Chapter 695, as amended from time to time, will result from conveyance of the Property. The foregoing notwithstanding, Grantor may grant other conservation easements on the Property, without the necessity of obtaining the prior approval of OWEB, so long as such conservation easements are consistent with and advance the Conservation Values of this Easement.

In the event Grantor transferred or assigned all or part of the Property without OWEB's consent, which shall not be unreasonably withheld, OWEB may require that Grantor repay grant funds with interest due and payable from the effective date of the grant agreement at the rate provided for in ORS 82.010, as amended from time to time.

16. **Existing Easements.** Notwithstanding any other provision of this Easement, the parties recognize the rights granted in the Property to the City of Salem, the Santiam Water Control District ("SWCD"), and Roy H. Webster ("Webster") in the following easements, recorded in the Marion County deed records: Book 421, Page 452 (Webster); Book 507, Page 105 (City of Salem); Book 1747, Page 390 (SWCD); and Book 1896, Page 260 (City of Salem) (collectively, "Existing Easements"). Any activity consistent with the terms of the Existing Easements shall not be deemed a violation of any term of this Easement.

17. **Representations and Warranties.** Grantor represents and warrants, after reasonable investigation and to the best of its knowledge, that:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

(d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(e) No civil or criminal proceedings or investigations have been instigated at

any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

18. **Remediation.** If at any time, there occurs, or has occurred, a release in on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. If a release occurs, Grantor shall notify Grantee and the Third Party Beneficiary as soon as practicable.

19. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee or the Third Party Beneficiary to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), and ORS 465.200 to 465.510.

20. **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "indemnified Parties") and the Third Party Beneficiary from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and ORS 465.200 to 465.510, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties;

and (4) the obligations, covenants, representations, and warranties of paragraphs 17 through 19.

21. **Mutual Indemnities.**

(a.) **Indemnification of the Grantee.** Grantor shall hold harmless, defend, and indemnify for public liability and property damage the Grantee, and the Grantee's officers, directors, agents, and employees, against all claims, demands, actions, and suits (including all attorneys fees and costs incurred through trial and on appeal) brought against any of them arising from the exercise of Grantor's rights or responsibilities hereunder. Grantor shall not be responsible under this Easement for the acts and omissions of third parties, other than Grantor's agents, employees, contractors, or subcontractors, except to the extent the acts or omissions of third parties are caused by the fault of Grantor or its agents, employees, contractors, or subcontractors.

(b.) **Indemnification of Grantor.** The Grantee shall hold harmless, defend, and indemnify for public liability and property damage Grantor, and Grantor's agents and employees, against all claims, demands, actions, and suits (including all attorney fees and costs incurred through trial and on appeal) brought against any of them arising from the exercise by the Grantee of its rights or responsibilities hereunder. The Grantee shall not be responsible under this Easement for the acts or omissions of third parties, other than the Grantee's officers, directors, agents, employees, contractors, or subcontractors, except to the extent the acts or omissions of third parties are caused by the fault of the Grantee or its officers, directors, agents, employees, contractors, or subcontractors.

22. **Third Party Right of Enforcement.** Pursuant to ORS 271.715, the Oregon Watershed Enhancement Board (OWEB) is hereby granted a third party right of enforcement. As such, OWEB may exercise all of the rights and remedies of Grantee hereunder, and is entitled to all of the indemnifications provided to Grantee above. If Grantee and OWEB jointly exercise the rights and remedies of the easement, then Grantee shall be entitled to 65% of the compensation received and OWEB shall be entitled to 35% of the compensation received. To the extent permitted by Article XI, section 7 of the Oregon Constitution, Grantee will incur 65% and OWEB 35% of any costs incurred. If either party individually exercises the rights and remedies of the easement, that party incurs all costs and, if not reimbursed for the other party's share of such costs, is entitled to full compensation under this Easement.

This third party beneficiary will automatically transfer to another State agency charged with maintaining or restoring watersheds, habitat and native salmonids in the event OWEB is dissolved or reorganized.

23. **Miscellaneous.**

(a) **Controlling Law.** This Easement shall be governed by and construed in accordance with the laws of the state of Oregon.

(b) **Notices.** Any notice, demand, request, consent, approval, or other communication required or permitted hereunder shall be in writing and either served personally or sent by first class mail, postage prepaid, or certified mail, return receipt requested, addressed as follows:

To Grantor: The Trust for Public Land
806 SW Broadway, Suite 300
Portland, Oregon 97205

To Grantee: Marion County
Attn.: James Sears, Director, Public Works
5155 Silverton Rd. NE
Salem Oregon 97305

To Third Party: Oregon Watershed Enhancement Board
775 Summer Street NE, Suite 360
Salem Oregon 97301

or to such other address as either party from time to time shall designate by written notice to the other. Notices shall be deemed given when received, or four days from the date of mailing, whichever occurs first. In the event of an assignment of Grantor's or Grantee's rights and obligations under this Easement the assigning party shall notify the other party as to the new notice address.

(c) **Recordation.** The Grantee shall record this instrument in the official records of Marion County, Oregon and may re-record it at any time as may be required to preserve its rights under this Easement.

(d) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the purpose of this Easement and the policies and purposes of ORS 271.715 et seq. Any provision in this Easement found to be ambiguous shall be interpreted consistent with the purpose of this Easement.

(e) **Severability.** If any provision of this Easement is found to be invalid, the remaining portion thereof and all other provisions of this Easement shall, nevertheless, remain in full force and effect.

(f) **Entire Agreement.** This Easement is the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings or as between the parties.

(g) **No Forfeiture.** Nothing contained herein shall be construed to result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(h) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns and shall continue as a servitude running in perpetuity with the Property. The parties to this Easement recognize that the City of Stayton, Oregon (City) will be a successor to Grantor/The Trust for Public Land. At the time title to the Property is conveyed to the City then the City shall assume and take subject to all of the responsibilities heretofore ascribed to Grantor/The Trust for Public Land. The City shall also enjoy all of the benefits, including all of the reserved rights under this Easement at the time it takes title.

(i) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of such party's interest in the Easement Property or the easements granted hereby, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(j) **Agency & Partnership.** Grantor acknowledges that Grantee is not acting as Grantor's agent or partner. Grantee shall not have any affirmative obligations to Grantor with respect to the protection of the foregoing property or enforcement of the terms contained herein.

(k) **Counterparts.** The parties may execute this instrument in two or more counterparts, each of which shall be deemed an original. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) **Joint and Several Obligations.** All obligations, agreements, and promises of Grantor in this Easement shall be construed, and are hereby declared, to be joint and several, and shall be fully binding upon and enforceable against Grantor.

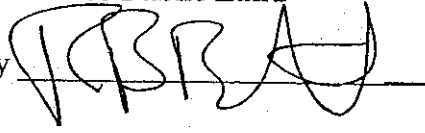
(m) **Exhibits and Recitals.** The exhibits and recitals are incorporated herein by this reference.

Marion County, Oregon

Trust for Public Land

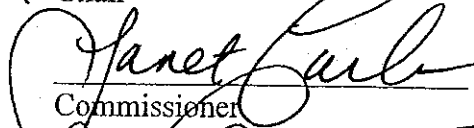
Board of Commissioners

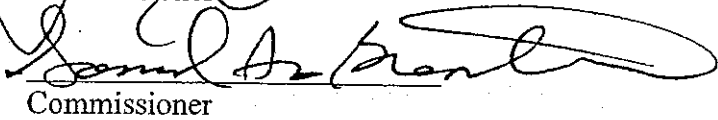
by




Chair

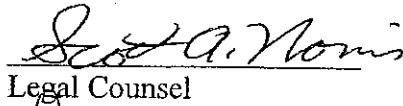
date 12/30/03

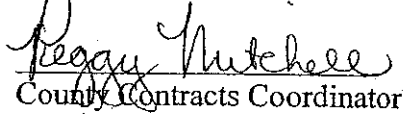

Commissioner


Commissioner

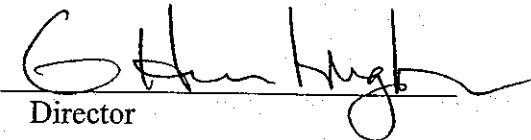
date 12/10/03

Approved as to form:


Legal Counsel

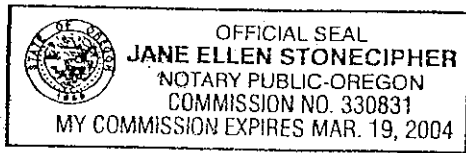

County Contracts Coordinator

Approved by Oregon Watershed Enhancement Board,
Third Party Beneficiary:

By 
Director

STATE OF OREGON)
) SS
COUNTY OF MARION)

This instrument was acknowledged before me on 13 January, 200~~3~~⁴,
by Sam Brentano, Janet Carlson, and Patricia Milne, members of the Board of
Commissioners of Marion County, a political subdivision of the State of Oregon, on
behalf of Marion County.



Jane Ellen Stonecipher
Notary Public for Oregon
My commission expires:

STATE OF OREGON)
) SS
COUNTY OF Multnomah)

This instrument was acknowledged before me on 30 December, 2003, by
Robert B. Betcone, the Ass. Reg. Counsel, an authorized
officer of The Trust for Public Land, on behalf of The Trust for Public Land.



S Rahman
Notary Public for Oregon
My commission expires: Jan 30, 2006

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Site Descriptions/Map

TRACT I:

The Northwest Quarter of Section 14, Township 9 South, Range 1 West, Willamette Meridian, formerly in Linn County, Oregon EXCEPT that portion situated South of the center line of the North channel of the North Santiam River.

TRACT II:

Commencing at the Northwest corner of Section 14, Township 9 South, Range 1 West, Willamette Meridian; thence East along the North line of said Section a distance of 36 rods; thence North 13 1/3 rods; thence West parallel with said North line a distance of 36 rods to the West line of Section 11; thence South 13 1/3 rods to the point of beginning.

TRACT III:

Lot 5, in Section 11, and Lot 1, in Section 10, Township 9 South, Range 1 West, Willamette Meridian in Marion County, Oregon.

SAVE AND EXCEPT: a strip of land 153 feet in length on the South side of Florence Street heretofore conveyed by deed to Stayton Woolen Mills, and also a strip of land heretofore conveyed by deed to the Stayton Water Power Company for a right-of-way for a water ditch, and also a piece or parcel of land South of the Willow Dam heretofore conveyed by deed to Stayton Water Power Company for a log pond.

ALSO SAVE AND EXCEPT: all roads and roadways, ditches, canals and right of ways.

TRACT IV:

Beginning at a point on the East line of a tract of land described in deed recorded in Volume 231, Page 606, Deed Records for Marion County, Oregon, which is 180.0 feet West and 166.0 feet South of the Southwest corner of Block 6, City of Stayton, Marion County, Oregon; thence East 34.0 feet; thence South 30.0 feet to the Section line between Sections 10 and 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence South to the center of the tail race slough; thence Easterly to the Westerly line of a tract of land described in deed to Harry J. Rowe by deed recorded in Volume 225, Page 262, Deed Records for Marion County, Oregon; thence Northerly along the Westerly line of said Rowe tract to the Northwest corner thereof; thence North 74° 22' East 26.0 feet to the Northeast corner of said Rowe tract; thence North 74° 22' East 26.0 feet; thence North 53° 16' East 34.1 feet; thence North 70° 42' East 21.2 feet; thence North 75° 00' East 67.98 feet, more or less, to the Northwest corner of a tract of land described in a deed to F. W. Lau and wife by deed recorded in Volume 220, Page 159, Deed Records for Marion County, Oregon; thence North 10.0 feet to the Northwest corner of a tract of land described in deed recorded in Book 225, Page 402, Deed Records for Marion County, Oregon; thence Northeasterly along the Northwesterly line of said last parcel to the Northeast corner thereof; thence to the Northwest corner of a tract of land described in that certain deed to the Stayton Flour Mills recorded in Volume 188, Page 353, Deed Records for Marion County, Oregon; thence along the Northerly line of said tract, as follows: North 60° East 30.36 feet; North 56° East 40.3 feet; North 63° 30' East 37.0 feet; East 165.0 feet; North 80° 30' East 134.0 feet to the Northeast corner of said Stayton Flour Mills tract; thence South 36.0 feet, more or less, to the Northwest corner of a tract of land described in deed recorded in Book 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East along the North line of said tract 112.8 feet to the West line of a 100 X 100 foot tract described in deed recorded in Volume 98, Page 176, Deed Records for Marion County, Oregon; thence North 18.0 feet, more or less, to the Northwest corner of last said tract; thence East 100.00 feet to the Northeast corner thereof; thence South 7.9 feet to the North line of said tract described in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02'

East 121.6 feet to an angle in the North line of last said tract; thence South $80^{\circ} 24'$ East along the North line of last said tract and an Easterly extension thereof, 262.1 feet, more or less, to a point due North of a point 1519.00 feet East of the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South to said point 1519.00 feet East of said quarter section corner; thence East 293.00 feet to an iron pipe on the West line of a spillway; thence South $28^{\circ} 25'$ West along the West line of said spillway 220.00 feet to an iron pipe; thence South $66^{\circ} 35'$ East 440.17 feet to an iron pipe set on the North bank of the North channel of the North fork of the Santiam River (as located in December 1957); thence Easterly following said North bank to a point on the Section line South 360.0 feet, more or less, from the Section corner common to Sections 10, 11, 14 and 15; in said Township and Range; thence North on the Section lines to a point 220.00 feet North of said common corner which is also the Northwest corner of a tract excepted in that certain deed recorded in Volume 190, Page 272, Deed Records for Marion County, Oregon; thence East 694.0 feet to the Northeast corner thereof; thence South 220.0 feet to the Southeast corner thereof on the section line between Sections 11 and 14 in said Township and Range; thence East along last said Section line 1576 feet, more or less, to an iron pipe on the North bank of the North fork of the Santiam River (as located in December 1957); thence North $55^{\circ} 31'$ East 443.37 feet to an iron pipe; thence North $12^{\circ} 21'$ East 197.44 feet to an iron pipe; thence North $54^{\circ} 56'$ East 228.86 feet to an iron pipe; thence North $14^{\circ} 14'$ East 176.19 feet to an iron pipe set at the intersection of the Northwesterly bank of said North Fork and the South bank of the Salem Ditch; thence South $76^{\circ} 13'$ West 111.42 feet to an iron pipe set on said South Bank; thence South $68^{\circ} 30'$ West following said South Bank, 182.00 feet to an iron pipe set on said South bank on the line dividing Section 11 in said Township and Range into East and West halves; thence in a Westerly and Southerly direction, following said South bank, to a point which is South 39.0 feet; South $44^{\circ} 08' 30''$ East 40.12 feet and South $84^{\circ} 31'$ East 111.7 feet from the Northeast corner of a tract of land conveyed in Book 41, Page 109, Deed Records for Marion County, Oregon; thence North $84^{\circ} 31'$ West 111.7 feet; thence South $50^{\circ} 11'$ West 271.9 feet; thence South $25^{\circ} 53'$ West 172.4 feet; thence South $74^{\circ} 51'$ West 332.00 feet; thence South $76^{\circ} 01'$ West 62.0 feet to the Southwest corner of said tract; thence South 13.0 feet; thence South $57^{\circ} 10'$ West 36.9 feet; thence South $63^{\circ} 09'$ West 53.8 feet; thence West 78.4 feet to the Southeast corner of the English tract; thence South $74^{\circ} 06'$ West 132.6 feet; thence South $81^{\circ} 38'$ West 101.1 feet to the Southwest corner of said English tract; thence West following the North Bank of the ditch to a point in Clark Addition, Block of Stayton; thence South $63^{\circ} 26'$ West 174.4 feet to a point on the South line of Water Street 60.0 feet South and 60.0 feet East of the Southeast corner of Block 6, Town of Stayton, Marion County, Oregon; thence West along the South line of Water Street 30.0 feet; thence South 24.0 feet; thence South $51^{\circ} 20'$ West 33.4 feet; thence West along the North bank of the ditch 20.0 feet; thence South $74^{\circ} 22'$ West 26.0 feet to the Southwest corner of the second parcel described in deed recorded in Volume 179, Page 96, Deed Records for Marion County, Oregon; thence North 5.0 feet to the Southeast corner of the first parcel conveyed in that certain deed to Mountain States Power Company; in Book 420, Page 578, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of the second parcel described in deed recorded in Book 222, Page 300, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of a tract of land conveyed to Frank and George Schilies by deed recorded in Book 327, Page 673, Deed Records for Marion County, Oregon; thence West 40.0 feet to the Southwest corner thereof; thence North along the West line of said Schlies tract 30.0 feet; thence West 11.0 feet to the Northeast corner of a tract of land conveyed to Mountain States Power Company; by Deed recorded in Volume 178, Page 478, Deed Records for Marion County, Oregon; thence South 70.0 feet to the Southeast corner thereof; thence West 34.0 feet to the Southwest corner thereof; thence South 6.0 feet, more or less, to the point of beginning, being situate in Sections 10, 11 and 15, in Township 9 South, Range 1 West, Willamette Meridian Marion County, Oregon.

SAVE AND EXCEPT: That portion deeded June 24, 1966, in Book 317, Page 693, Deed Records for Marion County, Oregon.

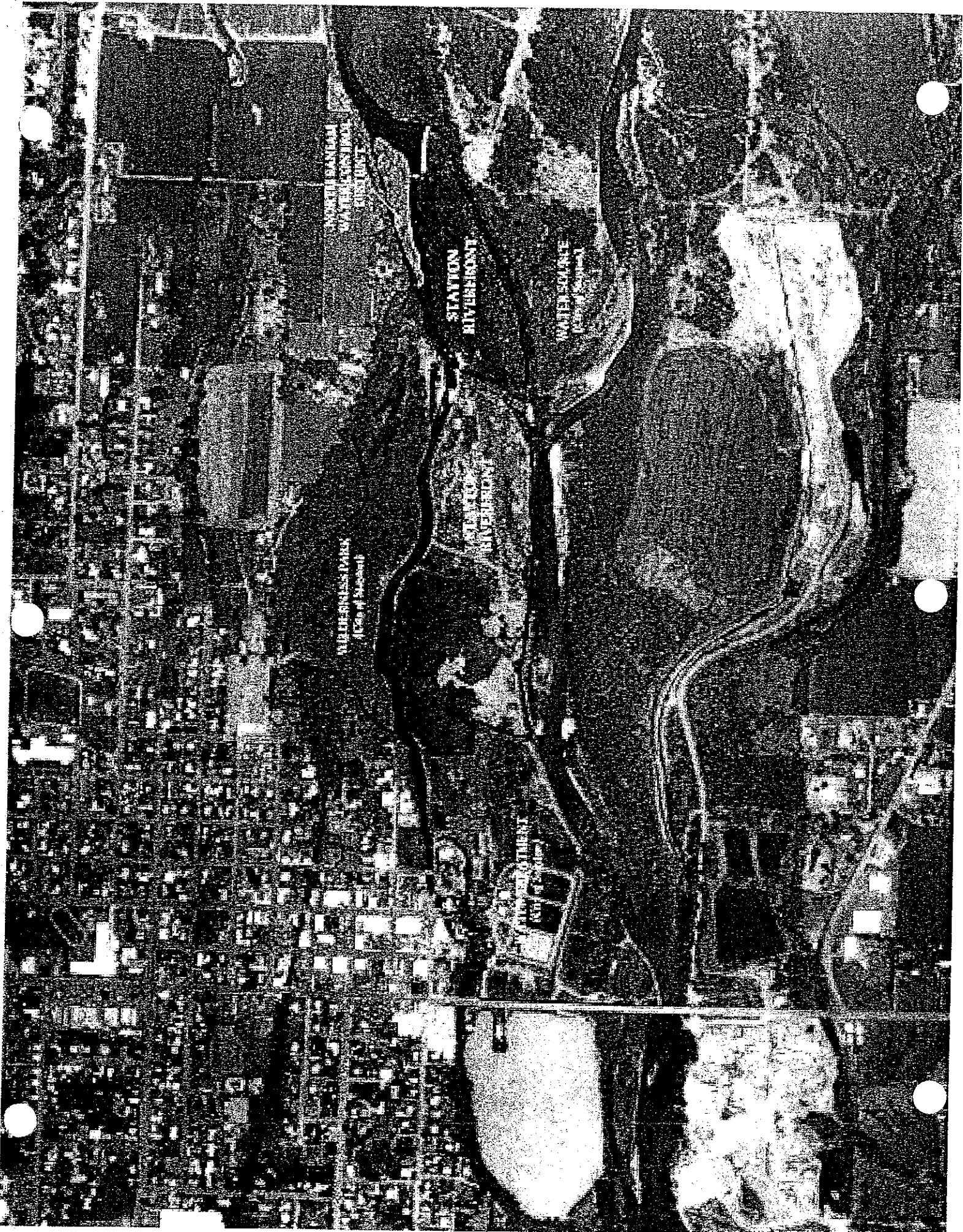
ALSO SAVE AND EXCEPT: Beginning at a point 3925.99 feet North $89^{\circ} 55' 19''$ East and

85.15 feet North $0^{\circ} 04' 41''$ East from the quarter corner on the South line of Section 10, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South $77^{\circ} 06' 00''$ East 187.74 feet; thence North $82^{\circ} 42' 49''$ East 168.41 feet; thence North $7^{\circ} 48' 46''$ West 161.05 feet, more or less, to the Southerly bank of the Reid Canal; thence Southwesterly along said bank to the Easterly end of a spillway dam; thence Westerly across said dam and continuing along said Southerly bank of the Reid Canal to a point North $0^{\circ} 04' 41''$ East from the point of beginning; thence South $0^{\circ} 04' 41''$ West 97.81 feet, more or less, to the point of beginning.

TRACT V:

Beginning at a point 1519.00 feet East of quarter corner between Sections 10 and 15 in Township 9 South, Range 1 West Willamette Meridian, Marion County, Oregon; thence East 293.00 feet to an iron pipe on the West line of spillway; thence South $28^{\circ} 25'$ West along the West line of said spillway to the Linn County line and the 1850 meander line of the Santiam River; thence Northeasterly along the former line between Linn County and Marion County to a place on the meander of the South bank of the Reid Canal; thence North $87^{\circ} 15'$ West 91 feet; more or less, to an iron pipe; thence North $80^{\circ} 58'$ West 71.50 feet to an iron pipe; thence South $64^{\circ} 45'$ West 154.47 feet to an iron pipe; thence South $66^{\circ} 21'$ West 183.88 feet to an iron rod; thence North $85^{\circ} 57'$ West 205.47 feet to an iron rod; thence South $28^{\circ} 40'$ West 141.29 feet; thence South $73^{\circ} 26'$ West 202.35 feet; thence South 50 feet; thence South $80^{\circ} 24'$ East 14 feet, more or less, thence South 188.60 feet to the point of beginning.

SAVE AND EXCEPT: That portion which was conveyed to the Santiam Water Control District, a municipal corporation of the State of Oregon, by instrument, including the terms and provisions thereof, recorded June 28, 1966, in Book 618, Page 615, Deed Records for Marion County, Oregon.



NORTH BARNES
WATER CONTROL
DISTRICT

MIDDLEBUSH PARK
(City of Absent)

STATION
RIVERFRONT

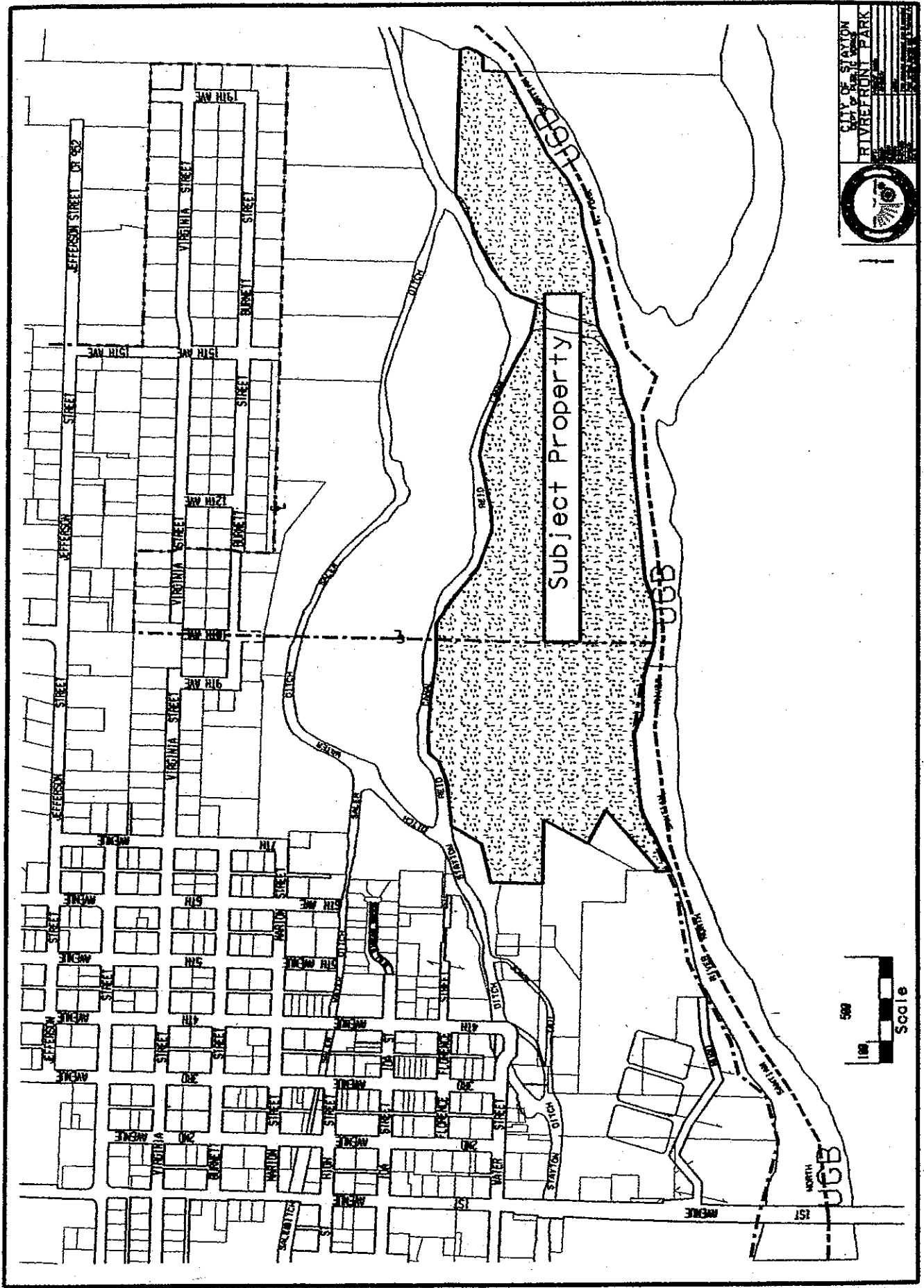
STATION
WATERFRONT

WATERFRONT
(City of St. Louis)

WILSON PARK
(City of St. Louis)

Stayton Riverfront Site Description:

The 51-acre riverfront property is surrounded by water on three sides; a mile of the North Santiam River and the North Fork of the North Santiam River form the southern border. A power canal (Reid Canal) runs along the entire northern boundary of the property. The eastside of the property is undeveloped and owned by the city of Salem. Wilderness Park, a 55-acre park managed by the city of Stayton (owned by the Santiam Water Control District) is located northwest of the property and consists of shrubs, forests, creeks and wetlands. Dense urban development is present further north and west. Geren Island, the source of the city of Salem's water supply, is to the south and east.



APPENDIX B: GRANT AGREEMENTS

Funding to purchase the Stayton Riverfront Park came from three grants, including: Oregon Watershed Enhancement Board (OWEB), Marion County and Oregon Parks and Recreation Department (OPRD). The obligations for the OPRD grant have been fulfilled. The OWEB and Marion County grants still have obligations to be fulfilled as specified in the Conservation Easement (Appendix A) and the OWEB grant agreement. The management actions in this plan are designed to fulfill these obligations. The grant agreements with OWEB and OPRD are included in this appendix since they are contracts with obligations associated with the Stayton Riverfront Park.

COPY

OREGON WATERSHED ENHANCEMENT BOARD

WATERSHED ACQUISITION GRANT AGREEMENT

This grant agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the City of Stayton, hereafter called "Grantee," in consideration of the mutual covenants contained herein. This agreement consists of the following, in descending order of precedence: this agreement less all Exhibits; and attached Exhibits A, B, C, D, and E. All Exhibits are incorporated herein by this reference.

A. Authorization

This grant is authorized by ORS 541.351 to 541.401 and is subject to Oregon Administrative Rules 695-001-0000 to 695-030-0030 as such rules may periodically be amended by the Board.

B. Grant Award

The Board hereby agrees to provide funds in the amount of \$250,000 on the terms specified in this agreement for the purpose of funding the acquisition of fee simple title to a 51-acre parcel of real property located in Marion County, Oregon, as more particularly described in the attached Exhibit A (hereafter, the "Property").

C. Conservation Purpose

The conservation purpose of this grant award is the protection and enhancement of the Property's floodplain, riparian forest, wetland, and grassland habitats. The Property is an undeveloped natural area that possesses educational, scenic, aesthetic, open space, natural resource and wildlife habitat values.

D. Funding Conditions

As a condition for the disbursement and use of Board funds, the Grantee agrees to the following:

- (1) The Board certifies that at the time this agreement is entered into sufficient funds are authorized for expenditure within the Board's current appropriation or limitation. Should a reduction in Oregon State Lottery Funds result in reduced funding to the Board, this grant may be reduced in accordance with Oregon Law.
- (2) The **\$250,000** in grant funds from the Board will be used exclusively for the purchase of fee simple title to the Property by The City of Stayton.

- (3) In addition to the other conditions listed herein, Board funds will be disbursed to an escrow account upon written approval of escrow instructions by the Executive Director of the Board. Such instructions shall include, but are not limited to, requirements that:
 - (a) Board funds be returned to the Board in the event the purchase of the Property and transfer of title to the Grantee has not closed on or before March 31, 2004, unless otherwise instructed in writing by the Board; and
 - (b) Board funds will not be released from escrow until the escrow agent receives written notice from the Executive Director that he has approved:
 - (i) The title report showing the condition of title of the Property (including any exceptions listed therein);
 - (ii) The form of deed to the Property in which title will be held by Grantee; and,
 - (iii) The form of deed, conservation easement or other title restriction, restricting the use of the Property to those uses allowed under ORS 541:375(9).
- (4) As a condition of this grant award, The Trust for Public Land (Trust) has conveyed a Conservation Easement to Marion County encumbering the entirety of the Property. The Conservation Easement between the Trust and Marion County, which is attached as Exhibit D, conveys to OWEB a Third Party Right of Enforcement. The parties to the Easement recognize that the City of Stayton, Oregon (City) will be a successor to Grantor/The Trust for Public Land. At the time title to the Property is conveyed to the City, the City shall assume and take subject to all of the responsibilities ascribed to Grantor/The Trust for Public Land in the Conservation Easement.
- (5) Use of the Property shall be consistent with the purposes specified in the Grantee's grant application (203-144) submitted to the Board (Exhibit B), and the Conservation Easement agreed to by The Trust for Public Land, Marion County, and the Board. (Exhibit D).
- (6) Funds disbursed by the Board under this grant award will be used only for "capital expenditures" as that term is defined in ORS 541.351(4) (Exhibit C).
- (7) Grantee will provide written confirmation to the Board that the acquisition and use of the Property by Grantee for riparian forest, floodplain, wetland, and wildlife habitat protection and restoration purposes, and for those purposes specified in Exhibit B, is compatible with and allowed by applicable provisions of the Marion County Comprehensive Plan and land use regulations (form to be provided to the Board prior to the transfer of funds).
- (8) Grantee may not assign or transfer its rights or delegate its responsibilities under this agreement, or sell, lease, exchange or otherwise dispose of the Property without prior written approval from the Board, which approval shall not be unreasonably withheld. Such approval will not be granted if a profit, as defined by OWEB in administrative rule, will result from conveyance of the Property.

- (9) In the event that the property acquired with Board funding is transferred or assigned without the Board's consent or the property is used in a manner that is not consistent with the management goals and objectives stated in the grant application, the Conservation Purpose of the grant award, or the purposes specified in section 4(b), Article XV of the Oregon Constitution (Exhibit E), Board funds shall be repaid with interest due and payable from the effective date of the grant agreement at the rate provided for in ORS 82.010.
- (10) Grantee will develop in consultation with its partners and, where appropriate, local community interests, a management plan, or plans, consistent with the management goals and objectives as stated in the grant application, the Conservation Purpose of the grant award, and the purposes specified in section 4(b), Article XV of the Oregon Constitution (Exhibit E). The plan(s) will address recreation and public access; riparian and wetland protection and restoration; native fish and wildlife species habitat management; the removal, cutting or destruction of vegetation; and watershed education uses of the Property. Grantee will provide OWEB with a copy of the draft plan(s) within 18 months of the final signature on this agreement. OWEB may offer commentary on the draft plan(s), which Grantee will consider in finalizing the document(s).
- (11) Grantee, upon prior request and at a mutually agreeable time, shall allow Board members and their representatives access to the project site to periodically monitor or evaluate the project.
- (12) Grantee shall submit a brief report to the OWEB project manager describing the use and management of the Properties, and certifying that the Properties is being used and managed in a manner consistent with Exhibit B, the recorded conservation easement, and Section 4(b), Article XV of the Oregon Constitution by the following dates: January 31, 2008, January 31, 2013, January 31, 2018, and January 31, 2023.
- (13) These conditions shall continue in effect for the term of this agreement.

E. Effective Date; Term of Agreement

This agreement shall become effective upon execution by both parties. Execution may be made by facsimile and in counterparts, with conforming originals provided to the Board within seven (7) days of the date of facsimile. This agreement shall remain in effect for a term of **twenty (20)** years from its effective date.

F. Accounting for Funds Distributed

The Grantee shall account for funds distributed by the Board using generally accepted accounting practices. The Grantee further agrees to make such accounting records available to the Board, the Oregon Secretary of State's Office, or their employees, agents, and independent contractors upon request.

G. Amendments

Any amendment to this agreement must be mutually agreed to in writing by both parties.

H. Assignment

The Grantee shall not assign or transfer its interest in this agreement without prior written approval from the Board.

I. Termination

This agreement may be terminated only:

- (1) At any time by mutual written consent of both parties; or
- (2) Upon written notice to Grantee by the Board of the Grantee's failure to perform any provision of this agreement

J. Compliance With Applicable Law

The Grantee shall comply with all federal, state, and local laws and ordinances applicable to the performance of its duties under this agreement.

K. Tax Compliance Certification

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

L. Indemnity

Grantee and OWEB acknowledge that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS chapter 278 and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each party agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage. City and OWEB each shall be responsible for any negligent acts or omissions of its own employees or agents under this agreement.

Project Manager for the Grantee:

Chris Childs
City of Stayton
362 N. Third Avenue
Stayton, OR 97383
(503) 769-3425
cchilds@stayton.org

Project Manager for the Board:

Melissa Leoni
Oregon Watershed Enhancement Board
775 Summer Street NE, Suite 360
Salem, OR 97301-1290
(503) 986-0179
Melissa.Leoni@state.or.us

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED HERE BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED:

FOR THE GRANTEE:

FOR THE BOARD:



City of Stayton



Geoff Huntington, OWEB Executive Director

12/16/2003

Date

1/12/04

Date

APPROVED FOR LEGAL SUFFICIENCY:

Assistant Attorney General, Oregon Department of Justice

Date

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED HERE BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED:

FOR THE GRANTEE:

FOR THE BOARD:


City of Stayton

Geoff Huntington, OWEB Executive Director

Date

Date

APPROVED FOR LEGAL SUFFICIENCY:



Assistant Attorney General, Oregon Department of Justice

1/12/04

Date

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I:

The Northwest Quarter of Section 14, Township 9 South, Range 1 West, Willamette Meridian, formerly in Linn County, Oregon EXCEPT that portion situated South of the center line of the North channel of the North Santiam River.

TRACT II:

Commencing at the Northwest corner of Section 14, Township 9 South, Range 1 West, Willamette Meridian; thence East along the North line of said Section a distance of 36 rods; thence North 13 1/3 rods; thence West parallel with said North line a distance of 36 rods to the West line of Section 11; thence South 13 1/3 rods to the point of beginning.

TRACT III:

Lot 5, in Section 11, and Lot 1, in Section 10, Township 9 South, Range 1 West, Willamette Meridian in Marion County, Oregon.

SAVE AND EXCEPT: a strip of land 153 feet in length on the South side of Florence Street heretofore conveyed by deed to Stayton Woolen Mills, and also a strip of land heretofore conveyed by deed to the Stayton Water Power Company for a right-of-way for a water ditch, and also a piece or parcel of land South of the Willow Dam heretofore conveyed by deed to Stayton Water Power Company for a log pond.

ALSO SAVE AND EXCEPT: all roads and roadways, ditches, canals and right of ways.

TRACT IV:

Beginning at a point on the East line of a tract of land described in deed recorded in Volume 231, Page 606, Deed Records for Marion County, Oregon, which is 180.0 feet West and 166.0 feet South of the Southwest corner of Block 6, City of Stayton, Marion County, Oregon; thence East 34.0 feet; thence South 30.0 feet to the Section line between Sections 10 and 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence South to the center of the tail race slough; thence Easterly to the Westerly line of a tract of land described in deed to Harry J. Rowe by deed recorded in Volume 225, Page 262, Deed Records for Marion County, Oregon; thence Northerly along the Westerly line of said Rowe tract to the Northwest corner thereof; thence North 74° 22' East 26.0 feet to the Northeast corner of said Rowe tract; thence North 74° 22' East 26.0 feet; thence North 53° 16' East 34.1 feet; thence North 70° 42' East 21.2 feet; thence North 75° 00' East 67.98 feet, more or less, to the Northwest corner of a tract of land described in a deed to F. W. Lau and wife by deed recorded in Volume 220, Page 159, Deed Records for Marion County, Oregon; thence North 10.0 feet to the Northwest corner of a tract of land described in deed recorded in Book 225, Page 402, Deed Records for Marion County, Oregon; thence Northeasterly along the Northwesterly line of said last parcel to the Northeast corner thereof; thence to the Northwest corner of a tract of land described in that certain deed to the Stayton Flour Mills recorded in Volume 188, Page 353, Deed Records for Marion County, Oregon; thence along the Northerly line of said tract, as follows: North 60° East 30.36 feet; North 56° East 40.3 feet; North 63° 30' East 37.0 feet; East 165.0 feet; North 80° 30' East 134.0 feet to the Northeast corner of said Stayton Flour Mills tract; thence South 36.0 feet, more or less, to the Northwest corner of a tract of land described in deed recorded in Book 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East along the North line of said tract 112.8 feet to the West line of a 100 X 100 foot tract described in deed recorded in Volume 98, Page 176, Deed Records for Marion County, Oregon; thence North 18.0 feet, more or less, to the Northwest corner of last said tract; thence East 100.00 feet to the Northeast corner thereof; thence South 7.9 feet to the North line of said tract described in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02'

East 121.6 feet to an angle in the North line of last said tract; thence South $80^{\circ} 24'$ East along the North line of last said tract and an Easterly extension thereof, 262.1 feet, more or less, to a point due North of a point 1519.00 feet East of the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South to said point 1519.00 feet East of said quarter section corner; thence East 293.00 feet to an iron pipe on the West line of a spillway; thence South $28^{\circ} 25'$ West along the West line of said spillway 220.00 feet to an iron pipe; thence South $66^{\circ} 35'$ East 440.17 feet to an iron pipe set on the North bank of the North channel of the North fork of the Santiam River (as located in December 1957); thence Easterly following said North bank to a point on the Section line South 360.0 feet, more or less, from the Section corner common to Sections 10, 11, 14 and 15, in said Township and Range; thence North on the Section lines to a point 220.00 feet North of said common corner which is also the Northwest corner of a tract excepted in that certain deed recorded in Volume 190, Page 272, Deed Records for Marion County, Oregon; thence East 694.0 feet to the Northeast corner thereof; thence South 220.0 feet to the Southeast corner thereof on the section line between Sections 11 and 14 in said Township and Range; thence East along last said Section line 1576 feet, more or less, to an iron pipe on the North bank of the North fork of the Santiam River (as located in December 1957); thence North $55^{\circ} 31'$ East 443.37 feet to an iron pipe; thence North $12^{\circ} 21'$ East 197.44 feet to an iron pipe; thence North $54^{\circ} 56'$ East 228.86 feet to an iron pipe; thence North $14^{\circ} 14'$ East 176.19 feet to an iron pipe set at the intersection of the Northwesterly bank of said North Fork and the South bank of the Salem Ditch; thence South $76^{\circ} 13'$ West 111.42 feet to an iron pipe set on said South Bank; thence South $68^{\circ} 30'$ West following said South Bank, 182.00 feet to an iron pipe set on said South bank on the line dividing Section 11 in said Township and Range into East and West halves; thence in a Westerly and Southerly direction, following said South bank, to a point which is South 39.0 feet; South $44^{\circ} 08' 30''$ East 40.12 feet and South $84^{\circ} 31'$ East 111.7 feet from the Northeast corner of a tract of land conveyed in Book 41, Page 109, Deed Records for Marion County, Oregon; thence North $84^{\circ} 31'$ West 111.7 feet; thence South $50^{\circ} 11'$ West 271.9 feet; thence South $25^{\circ} 53'$ West 172.4 feet; thence South $74^{\circ} 51'$ West 332.00 feet; thence South $76^{\circ} 01'$ West 62.0 feet to the Southwest corner of said tract; thence South 13.0 feet; thence South $57^{\circ} 10'$ West 36.9 feet; thence South $63^{\circ} 09'$ West 53.8 feet; thence West 78.4 feet to the Southeast corner of the English tract; thence South $74^{\circ} 06'$ West 132.6 feet; thence South $81^{\circ} 38'$ West 101.1 feet to the Southwest corner of said English tract; thence West following the North Bank of the ditch to a point in Clark Addition, Block of Stayton; thence South $63^{\circ} 26'$ West 174.4 feet to a point on the South line of Water Street 60.0 feet South and 60.0 feet East of the Southeast corner of Block 6, Town of Stayton, Marion County, Oregon; thence West along the South line of Water Street 30.0 feet; thence South 24.0 feet; thence South $51^{\circ} 20'$ West 33.4 feet; thence West along the North bank of the ditch 20.0 feet; thence South $74^{\circ} 22'$ West 26.0 feet to the Southwest corner of the second parcel described in deed recorded in Volume 179, Page 96, Deed Records for Marion County, Oregon; thence North 5.0 feet to the Southeast corner of the first parcel conveyed in that certain deed to Mountain States Power Company; in Book 420, Page 578, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of the second parcel described in deed recorded in Book 222, Page 300, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of a tract of land conveyed to Frank and George Schlies by deed recorded in Book 327, Page 673, Deed Records for Marion County, Oregon; thence West 40.0 feet to the Southwest corner thereof; thence North along the West line of said Schlies tract 30.0 feet; thence West 11.0 feet to the Northeast corner of a tract of land conveyed to Mountain States Power Company; by Deed recorded in Volume 178, Page 478, Deed Records for Marion County, Oregon; thence South 70.0 feet to the Southeast corner thereof; thence West 34.0 feet to the Southwest corner thereof; thence South 6.0 feet, more or less, to the point of beginning, being situate in Sections 10, 11 and 15, in Township 9 South, Range 1 West, Willamette Meridian Marion County, Oregon.

SAVE AND EXCEPT: That portion deeded June 24, 1966, in Book 317, Page 693, Deed Records for Marion County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a point 3925.99 feet North $89^{\circ} 55' 19''$ East and

85.15 feet North $0^{\circ} 04' 41''$ East from the quarter corner on the South line of Section 10, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South $77^{\circ} 06' 00''$ East 187.74 feet; thence North $82^{\circ} 42' 49''$ East 168.41 feet; thence North $7^{\circ} 48' 46''$ West 161.05 feet, more or less, to the Southerly bank of the Reid Canal; thence Southwesterly along said bank to the Easterly end of a spillway dam; thence Westerly across said dam and continuing along said Southerly bank of the Reid Canal to a point North $0^{\circ} 04' 41''$ East from the point of beginning; thence South $0^{\circ} 04' 41''$ West 97.81 feet, more or less, to the point of beginning.

TRACT V:

Beginning at a point 1519.00 feet East of quarter corner between Sections 10 and 15 in Township 9 South, Range 1 West Willamette Meridian, Marion County, Oregon; thence East 293.00 feet to an iron pipe on the West line of spillway; thence South $28^{\circ} 25'$ West along the West line of said spillway to the Linn County line and the 1850 meander line of the Santiam River; thence Northeasterly along the former line between Linn County and Marion County to a place on the meander of the South bank of the Reid Canal; thence North $87^{\circ} 15'$ West 91 feet; more or less, to an iron pipe; thence North $80^{\circ} 58'$ West 71.50 feet to an iron pipe; thence South $64^{\circ} 45'$ West 154.47 feet to an iron pipe; thence South $66^{\circ} 21'$ West 183.88 feet to an iron rod; thence North $85^{\circ} 57'$ West 205.47 feet to an iron rod; thence South $28^{\circ} 40'$ West 141.29 feet; thence South $73^{\circ} 26'$ West 202.35 feet; thence South 50 feet; thence South $80^{\circ} 24'$ East 14 feet, more or less, thence South 188.60 feet to the point of beginning.

SAVE AND EXCEPT: That portion which was conveyed to the Santiam Water Control District, a municipal corporation of the State of Oregon, by instrument, including the terms and provisions thereof, recorded June 28, 1966, in Book 618, Page 615, Deed Records for Marion County, Oregon.

EXHIBIT B
APPLICATION IN OWEB FILES

TION

Please type in the information on pages 1 through 3 USING ONLY THREE PAGES (or reproduce the pages on your computer using the spacing and layout shown, NOT TO EXCEED 3 PAGES)

Pages 1 through 3 must accompany your application THE FIRST 3 PAGES ARE NOT A PLACE TO DESCRIBE YOUR PROJECT IN DETAIL

Name of project: Stayton Riverfront

OWEB dollars requested: \$500,000.00

Total cost of project: \$1,200,000.00

Applicant: City of Stayton

Phone: 503-769-3425

Fax: 503-769-1456

Applicant Address: 362 N. Third Avenue Street

Stayton City

97383 Zip

Applicant Affiliation (if any):

Technical Contact (if different):

Phone:

Fax:

Landowner(s) (if the project will occur on private land):

Santiam Properties

Fiscal Officer (if any):

Phone:

Fiscal Officer Affiliation:

Fax:

Fiscal Officer Address:

Street

City

Zip

Project location: North Santiam Watershed

Sub-Watershed

Marion County

Name of the watershed council in the area (if any): North Santiam

Endorsement of the watershed council: See attached letter of support Signature of Watershed Council Chairperson

Section II

PROJECT SUMMARY

Check the primary type of activity proposed:

Watershed Restoration

Watershed Education

Watershed Monitoring

Watershed Assessment/Action Plan

Land or Water Acquisition

Brief Summary of Project: Purchase and accompanying permanent protection of the 51-acre parcel on the North Santiam River will preserve river quality and protect listed fish habitat by preventing homesite development. Subsequent management of the parcel, in cooperation with the Oregon Department of Fish and Wildlife will focus on improving on-site habitat and maximizing benefits for federally threatened and endangered and state sensitive species. Acquisition of property includes .33 cfs water right.

1. Have you applied for OWEB funding for this project previously? Yes No

2. List all agencies and organizations from which funding is anticipated for the proposed project. (Note: at least 25% in match funding is required - see the Guidebook for a definition of match).

Agency/Organization	Cost Share			\$ Amount/Value
	Cash	In-Kind	Secured	
Oregon Watershed Enhancement Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$500,000.00
BPA Mitigation Funds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$300,000.00
Local Share Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$250,000.00
National Fish and Wildlife Found.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$25,000.00
Marion County Economic Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$125,000.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00

Total Estimated Project Costs: \$1,200,000.00

3. Have any conditions been placed on other funds that may affect project completion? Yes No If yes, explain: If BPA funds are secured, a conservation easement must be placed on the property to secure funding. If NFWF funds are secured, a match of at least 1:1 must be secured, however, if OWEB awards funds for the Stayton Riverfront acquisition, that match requirement will be met.

4. Are there additional partners (agencies, landowners, volunteers)? Yes No What will they do? Agency partner the Oregon Department of Fish and Wildlife will provide input regarding management of the property to benefit fish and wildlife species. The Trust for Public Land is providing due diligence and associated real estate transaction advice.

5. a) Is the proposal part of an existing plan for the watershed? Yes No If yes, name the plan and reference sites(s) or elements of the plan related to the project: North Santiam River Watershed Assessment (pp. xxiii - xxiv), protection of property will support recommendations to: improve habitat through creation of off-channel winter refugia, allow for protection of floodplain vegetative communities and restoration of floodplain vegetation, acquire in-stream water rights.

b) How does this proposal relate to workforce and economic development plans in the local community? Acquisition supports community and economic development in Stayton by providing recreation for local citizens and place for tourists to stop along ODOT's scenic driving route in connection with the Oregon Garden in Silverton, historic downtown Stayton and Silver Falls State Park.

6. If the project is not primarily for education and/or public awareness, how will you promote public awareness about watershed enhancement and the efforts being undertaken locally?

Once protected the property will be publicly accessible and provide the citizens of Stayton access to the North Santiam River. Public awareness of watershed enhancement efforts will be greatly enhanced by protecting this property from development. There is broad community support for this project as evidenced by the support letters and broad media coverage the project has had in the local paper.

7. What is the proposed schedule for the project? (include start date, critical element dates, completion date, and monitoring schedule):

Property is currently under option and acquisition must be complete by October 2003.

8. Have affected individuals and organizations been contacted about this proposal and do they support it? Yes No Please explain:

Support for project includes: State Representative Jeff Kropf, Stayton City Council, City of Stayton Public Works, Stayton Chamber of Commerce, Marion County Commissioners, People's Alliance for Livability in the Santiam Valley, City of Salem Public Works, North Santiam Watershed Council, Santiam Heritage Foundation, Sustainable Communities - OSU, Stayton Public Library, and the North Santiam School District. The site is also referenced in the Marion County Natural Heritage Parks Selection and Acquisition Plan (one of 15 areas for acquisition because of "high riparian" value).

9. Required Attachments: Be sure to complete and attach these forms to the back of your application. If these attachments are not included with your application, it will not be considered by the Board:

- Project Budget (for acquisition and associated costs only)
- Match Funding for Acquisition Sheet
- Legal Requirements Sheet
- OWEB Project Types Sheet
- Additional required attachments (See Section III)

Section III
Specific Project Activity

Land and Water Acquisition Grant

Stayton Riverfront

- LW1. *Describe the habitat the acquisition proposes to protect and/or restore, species that are expected to benefit, and the current status of those species. Describe the relative importance of the site's habitat and species values at the local, ecoregion, and statewide levels.*

Property Description:

The 51-acre riverfront property is surrounded by water on three sides; a mile of the North Santiam River and the North Fork of the North Santiam River form the southern border. A power canal (Reid Canal) runs along the entire northern boundary of the property. The eastside of the property is undeveloped and owned by the City of Salem. Wilderness Park, a 55-acre park managed by the City of Stayton (owned by the Santiam Water Control District) is located northwest of the property and consists of shrubs, forests, creeks and wetlands. Dense urban development is present further north and west. Geren Island, the source of the City of Salem's water supply, is to the south and east. *See attached map.*

Riparian Habitat Description:

In addition to the waterways, the property includes riparian forest, wetland/shrub, and grassland/pasture habitat. The riparian forest includes black cottonwoods (including approx. 30 large trees over 100' tall and >24" dbh), big-leaf maple, Oregon ash, white alder and a small area of western red cedar and Douglas-Fir. The riparian forest understory contains snowberry, willow, red elderberry, Pacific ninebark, red-osier dogwood, black hawthorn, Oregon grape, Indian plum, swordfern, lady fern and stinging nettle.

Species Benefiting from Riparian Habitat:

The riparian forest is providing food, cover, nest-sites for a large number of tree/forest associated species. Because of the proximity to the river, the forest also provides habitat for river-associated wildlife. "The combination of a diverse multi-sized tree and associated diverse shrub cover with their berries, seeds, nuts and insect fauna is providing habitat for a large number of forest associate species." (Wildlife/Habitat Assessment of the Santiam Properties Parcel, Barry Schreiber, Fauna and Flora, August 5, 2002) (hereinafter "Habitat Assessment"). Species documented on-site or expected to be on-site include: beaver, raccoon, muskrat, mink, pond turtle (State Sensitive), American robin, cedar waxwing, black-headed grosbeak, scrub jay, western wood peewee, willow flycatcher (State Sensitive), common bushtits, black-capped chickadee, Northern flicker, downy woodpecker, swallows, Vaux's swifts, fringed and long-eared myotis (State Sensitive), belted Kingfisher, osprey, great blue-heron, and bald eagles (Federally

Threatened). It is expected that neo-tropical and other migrating birds would also utilize the site during north and south migrations. (Habitat Assessment)

Wetland Habitat:

The wetland habitat includes inventoried wetlands on 4-acres of the western portion and small portions on the northeast and middle portion of the site, including several ponds and drainages. The wetland habitat contains willows, Pacific ninebark, red-osier dogwood and spirea. Tree cover in this area is fairly sparse but does include big-leaf maple, ash and alder trees.

Species Benefiting from Wetland Habitat:

Species documented on-site or expected to use the wetland habitat include: minnows (gambusia), great blue-heron, mallard and wood ducks, pond turtle (State Sensitive), red-legged frog (State Sensitive) and pacific tree frogs, rough skinned newt, western wood peewee, willow flycatcher (State Sensitive), yellow-breasted chat (State Sensitive).

Grassland/Pasture Habitat:

The grassland/pasture habitat includes mostly dense growing clover and forage grasses and some invasive species that make the site a good candidate for restoration activities. The size and irregular shape of the parcel creates a large amount of edge habitat for wildlife.

Species Benefiting from Grassland/pasture Habitat:

The presence of grassland habitat "increases the potential wildlife species diversity of the site." (Habitat Assessment). Species utilizing or expected to utilize this habitat include: American goldfinches, common yellowthroat and mourning doves, orange-crowned warbler, Canada geese, killdeer, Bewick's wren, scrub jay, song sparrow, spotted towhee, dark-eyed junco, red-tailed hawk, American kestrel, Northern harrier, snipe, Western meadowlark, alligator lizards, garter and gopher snakes, shrews, voles and brush rabbits.

Fisheries:

Gary Galovich, an Oregon Department of Fish and Wildlife biologist reports that on-site ponds have the potential to provide habitat for the federally Endangered Oregon chub. Oregon chub has been documented at very few sites in the Willamette Valley and three of those sites are to the north, west and east of the property. Other federally listed species in the North Santiam include threatened winter steelhead and spring Chinook salmon. Both winter steelhead and Chinook salmon spawn, rear and migrate in the North Fork and North Santiam River main stem. Protection of the Stayton Riverfront property will further protection efforts aimed at listed fish stocks by preserving existing water quality, habitat, and providing for .33 cfs of in-stream flow.

Summary of Species Information:

Species that will benefit from protection of this property include four federally listed Threatened and Endangered species, including bald eagles, Oregon chub, Chinook Salmon, and winter steelhead trout. The site also provides habitat or habitat potential for

seven state sensitive species, including: Western meadowlark, Western pond turtle, red-legged frog, willow flycatcher, yellow-breasted chat, fringed myotis, and long-eared myotis. The Western pond turtle has documented habitat on adjacent Wilderness Park and likely foraging to the riverfront property. A biologist on-site survey reports that “over 135 species may use the site for nesting, foraging, roosting or migration” (Habitat Assessment).

The habitat is of sufficient importance at a county level to warrant the site’s inclusion in Marion County’s Natural Heritage Parks Selection and Acquisition Plan. The Plan selected the site as one of only fifteen recommended sites in Marion County for acquisition based on its “high riparian” values and accompanying habitat of black hawthorn, Ash, cottonwood, and maple bottom vegetation. The Plan notes that the acquisition offers a good riparian restoration opportunity with “important riparian habitat on a salmon bearing river in a quickly developing urban area.” Finally, the county notes in their plan that “with thoughtful restoration and diligent maintenance, these sites have the potential to promote and preserve Marion County’s natural heritage while also serving as important refuges for threatened species and unique recreation destinations for county residents.” (Parks Plan, pp. 2-3)

Ecoregional and Statewide Significance:

Much effort and attention has focused on the status of Oregon’s fisheries. Much of this focus includes emphasis on and concern for: Oregon chub, Chinook salmon, and winter steelhead trout. The health of the North Santiam River is vital for salmon recovery in Oregon. The lower reaches of the North Santiam River contain a native late-run winter steelhead population and two introduced steelhead populations. (Watershed Assessment, p. 9-2). Historically, the Santiam Watershed produced 60% of the wild steelhead in the Willamette Basin and while steelhead production is lower than pre-dam levels, the lower and middle-reaches “continue to be an important component of the steelhead production for the Willamette Basin.” (Watershed Assessment, p. 9-2) Preservation of the Stayton Riverfront property will have ecoregional and statewide significance because of the unique opportunity to preserve important fish habitat and prevent homesite development and further agricultural use.

LW2. *Describe the watershed functions or water quality parameters the acquisition proposes to directly affect, the current condition and trend of watershed functions and water quality in the project area, and provide an assessment of how the project will affect this condition and trend.*

The North Santiam Watershed Assessment (E & S Environmental Chemistry, June 2002, p. xix) notes the adverse impact of agricultural land use and the associated run-off on water quality. A portion of the riverfront property is currently in agricultural production (hay), acquisition will end this use. In addition, failure to protect the property will result in homes being built on the property leading to increased soil compaction and reduced opportunity for precipitation to infiltrate soil as well as stormwater runoff into the North Santiam River. The property has a .33 cfs water right (see attached certificate) and successful acquisition could result in this water being designated for instream flow. Increased instream flow will benefit federally threatened

and endangered fish in the North Santiam by increasing the volume of water, thus improving quality (by adding pure water rather than agricultural run-off laden with pesticides and herbicides), and helping to maintain fish friendly water temperatures by increasing the quantity of instream flow.

Across Reid Canal on the northside of the subject property is Wilderness Park, an 80-acre parcel managed by the City of Stayton. Wilderness Park contains “the largest and most diverse wetland-wildlife habitat in Stayton. . .high water quality and hydrologic control functions.” (City of Stayton, Oregon Freshwater Wetland Assessment Summary Sheet). Both Wilderness Park and the subject property have “intact fish habitat and hydrologic control functions” and have been deemed a locally significant resource in the Wetland Assessment. The proximity to Wilderness Park is of particular importance because together the two-parcels create over 100-acres of protected land supporting fish and wildlife habitat on the North Santiam River and adjacent waterways. Furthermore, failure to protect the Stayton Riverfront property will result in the development of homesites which will dramatically alter the current 100-acres of protected land but development of the Stayton Riverfront property will develop land that it at the core of this protected area, lying between Wilderness Park and the North Santiam River.

- LW3. *Describe how the acquisition builds upon or provides a foundation for other conservation and restoration efforts in the watershed, how the proposed acquisition will benefit overall ecological health, and whether the site will support an element important for protection or enhancement of biodiversity.*

Other conservation in the watershed area includes Oregon Department of Fish and Wildlife’s substantial investment in the Wiseman Island area, the City of Salem’s ownership of adjacent Geren Island where the City of Salem gets its drinking water, and adjacent Wilderness Park and Pioneer Park, both managed by the City of Stayton. In addition, in the immediate area, the Santiam Water Control District owns property across Reid canal from the subject property, this property is in a natural state and contains numerous waterways contributing to the overall ecological benefit of preserving the subject property from development. The biologist completing the wildlife and habitat assessment noted that the site is significant because “it is an integral part of a larger area of forest, shrubs and waterways, which together make an important contribution to the wildlife of the North Santiam River.” (Habitat Assessment) Loss of this habitat, if the subject property is developed, will not only damage the habitat and jeopardize water quality along the North Santiam but will have a larger adverse affect on the watershed function by destroying what is now a large, intact habitat area.

The Oregon Natural Heritage Plan identifies “white alder bottomland forest” as an area of medium priority in the Willamette Valley Ecoregion and lists that there is currently no protected land. The site contains some white alder and, if protected may provide for protection of this habitat type. (Natural Heritage Plan, p. 26)

- LW4. *Describe the management goals and objectives for the land or water interest, and the process that will be used to develop a long-term management plan for the interest.*

The City of Stayton is currently developing a master parks plan and we envision that this property would become part of the parks inventory. Management of the property will likely be similar to management of the Wilderness Park site which is managed in a very natural state with development limited to unpaved foot trails. Grant funds are also being sought from the Department of Fish and Wildlife, if funds are received they will become a very active partner in managing the property for fish and wildlife benefits, including the potential to manage this very dynamic area as a hydrologic unit for the benefit of threatened and endangered fish species.

LW5. *Describe the entity(ies) that will be responsible for managing the land or water interest, and how the management entity(ies) will sustain, monitor, and evaluate the project's benefits over time. Describe the management entity's organizational ability to implement the management goals and objectives for the land or water interest in terms of staff, volunteer, and consultant qualifications and experience.*

The land will be owned and managed by the City of Stayton. The City has set ten goals and one of these goals is acquisition of the Stayton Riverfront property. The City currently manages Wilderness Park and Pioneer Park and has an active Parks Board that will work hard to assure the protection of this property. Benefits of acquisition on this site are dramatic given the alternative of a subdivision. Project benefits will be sustained through continued protection and use of the property as recreation and open space; monitoring and evaluation of this success will occur through continued active management and the opportunity to adaptively manage for the benefit of water quality and fish and wildlife. If the property is developed, these management opportunities will be lost forever.

LW6. *Describe the entity that will hold title to the land interest or will hold the water right interest. If the proposed titleholder or water right holder is a different entity than the proposed manager of the interest, please describe the relationship between the interest holder and the management entity.*

The City of Stayton will be both the owner and primary manager of the land. Acquisition of the land will include the accompanying .33 cfs water right and there is the possibility of transferring this right to an instream right to benefit federally listed fish species.

LW7. *Describe all partners in the proposed acquisition, and what they will contribute.*

- The City of Stayton will own and manage the property.
- The Trust for Public Land is providing real estate due diligence as well as contracting for necessary appraisal services.
- The Oregon Department of Fish and Wildlife is contributing staff time and expertise regarding management of the property and management of the property as part of the larger watershed. Funding has been sought from ODFW through the Bonneville Power Administration's mitigation funding. If funds are awarded from ODFW, there will be active on-going management between ODFW and the City of Stayton.

LW8. *Describe all non-governmental and governmental entities that support the proposed acquisition.*

The project is supported by State Representative Jeff Kropf, Stayton City Council (see attached resolution), City of Stayton Department of Public Works, Stayton Chamber of Commerce (see attached letter), Marion County Commissioners (see attached letter); People's Alliance for Livability in the Santiam Valley, City of Salem Public Works, North Santiam Watershed Council (see attached letter), Santiam Heritage Foundation, Sustainable Communities – OSU, Stayton Public Library, North Santiam School District. The site is also referenced in the Marion County Natural Heritage Parks Selection and Acquisition Plan (one of fifteen areas because of “high riparian value”).

LW9. *Describe the land uses adjacent to the proposed acquisition.*

The property is surrounded by protected land. On the north side is 55-acre Wilderness Park and the North Santiam Water Control District property; on the southeast is the City of Salem's water supply, Geren Island; on the south west side is undeveloped land owned by the City of Stayton (and west of that is the City's water treatment plant).

LW10. What effect will the proposed acquisition have on the local tax base?

The property will be removed from the local tax base and there will be a loss of \$826 per year. However, the City Council of Stayton has acquisition of this property as one of only ten goals; in addition Marion County has acquisition of the property in their Natural Heritage Park Plan, as such both governments are eager to forgo the tax revenue this property provides because we believe that the overall benefit to the community and the local tax base will outweigh the loss of the annual property taxes because of the economic and social benefits to the community. We also believe a trail-system that includes access to the North Santiam River will be economically beneficial to the community.

LW11. In addition to providing the above-required information, applicants are encouraged, but not required, to submit for Board consideration a discussion of the economic and social effects the project will have on the regional community.

In July of 2001, the City of Stayton Parks Board and a wide variety of partners received a technical assistance grant from the National Park Service; this grant is providing the City and Citizens with technical expertise to develop a trail system in Stayton. Acquisition of this property is absolutely key to a successful trails plan for Stayton because it will provide access to the North Santiam River. A trails plan will greatly benefit the citizens of Stayton and allow them to have access to the North Santiam River. The current landowners do not allow people on their property, and the citizens are essentially cut-off from one of the truly great potential amenities of the City of Stayton. The project will have tremendous economic and social benefits to the community because it will give citizens access to the River and will entice tourists to stop and visit.

LAND AND/OR WATER ACQUISITION BUDGET

<i>Itemize projected costs under each of the following categories:</i>	Match Funds*	OWEB Funds	Total Costs
Purchase Price***	700,000	500,000	1,200,000
Appraisal**			
Title Report**	200		200
Hazardous Materials Report**	2000		2000
OWRD lease or transfer application fee and cost of meeting CWRE requirement**	0		0
TOTALS:	702,200	500,000	1,202,200

- * List secured other funding on attached Match Funding form
- ** Not eligible for OWEB funding
- *** An option to purchase a land or water interest may be counted as match funding if the amount of the option is considered a partial payment toward the final purchase price of the land or water interest. If a land or water interest will be acquired at a price exceeding appraised fair market value, the amount of matching funds required of the applicant will be increased by the amount by which the proposed purchase price exceeds the appraised fair market value.

LEGAL REQUIREMENTS

For Acquisition Projects

AGREEMENTS:

We, the **City of Stayton, Oregon**, hereby make application for financial assistance under the terms and conditions of the Oregon Watershed Enhancement Board in the amount of \$500,000. The total cost of the project is \$1,200,000, as shown on page 1.

We understand that if this proposal is funded, we will be required to:

- Sign a Grant Agreement containing the terms and conditions upon which funds will be released, including submission of necessary permits and documents, a certification to comply with state, federal and local regulations, and a release of liability for the State of Oregon;
- As a land acquisition is proposed, agree to negotiate a conservation easement held by OWEB or another entity of OWEB's choosing;
- As a land acquisition is proposed, provide a title insurance policy for the land interest;
- As a land acquisition is proposed, provide a level one hazardous materials report, and additional reports as required by the Director of OWEB;
- If a water acquisition is proposed, provide a water right transfer application approved by the Oregon Water Resources Department.

Signed: *C. Childs* Date: September 27, 2002

Title: City Administrator

EXHIBIT C

STATUTORY DEFINITION OF “CAPITAL EXPENDITURE”

- (4) 'Capital expenditures' means direct expenses related to:
- (a) Personal property of a non-expendable nature including items that are not consumed in the normal course of operations, can normally be used more than once, have a useful life of more than two years and are for use in the enforcement of fish and wildlife and habitat protection laws and regulations; or
 - (b) Projects that restore, enhance or protect fish and wildlife habitat, watershed functions, native salmonid populations or water quality, including but not limited to:
 - (A) Expenses of assessment, research, design or other technical requirements for the implementation of a project;
 - (B) The acquisition of determinate interests, including fee and less than fee interests, in land or water in order to protect watershed resources, including appraisal costs and other costs directly related to such acquisitions;
 - (C) Development, construction or implementation of a project to restore, enhance or protect water quality, a watershed, fish or wildlife, or riparian or other habitat;
 - (D) Technical support directly related to the implementation of a project; and
 - (E) Monitoring or evaluation activities necessary to determine the actual effectiveness of a project.

EXHIBIT D
CONSERVATION EASEMENT
IN OWEB FILES

EXHIBIT E

Oregon Constitution Article XV

Section 4b. Use of net proceeds from state lottery for salmon restoration and watershed and wildlife habitat protection. Moneys disbursed for the public purpose of financing the restoration and protection of wild salmonid populations, watersheds, fish and wildlife habitats and water quality from the fund established under Section 4 of this Article shall be administered by one state agency. At least 65 percent of the moneys will be used for capital expenditures. These moneys, including grants, shall be used for all of the following purposes:

- (1) Watershed, fish and wildlife, and riparian and other native species, habitat conservation activities, including but not limited to planning, coordination, assessment, implementation, restoration, inventory, information management and monitoring activities.
- (2) Watershed and riparian education efforts.
- (3) The development and implementation of watershed and water quality enhancement plans.
- (4) Entering into agreements to obtain from willing owners determinate interests in lands and waters that protect watershed resources, including but not limited to fee simple interests in land, leases of land or conservation easements.
- (5) Enforcement of fish and wildlife and habitat protection laws and regulations. [Created through initiative petition filed March 11, 1998, and adopted by the people Nov. 3, 1998]



OREGON WATERSHED ENHANCEMENT BOARD GRANT AMENDMENT #1

Project No. 203-144
Grantee: City of Stayton
Grantee Address: Chris Childs
City of Stayton
362 N Third Avenue
Stayton OR 97383

Project Name: Stayton Riverfront

Phone: 503-769-3425
cchilds@stayton.org

COPY

The grant agreement for Project No. 203-144 is amended in Section D(10) extending the final management plan date to March 30, 2008, as follows:

Section D (10). Funding Conditions

"Grantee will develop in consultation with its partners and, where appropriate, local community interests, a management plan, or plans, consistent with the management goals and objectives as stated in the grant application, the Conservation Purpose of the grant award, and the purposes specified in section 4(b), Article XV of the Oregon Constitution (Exhibit E). The plan(s) will address recreation and public access; riparian and wetland protection and restoration; native fish and wildlife species habitat management; the removal, cutting or destruction of vegetation; and watershed education uses of the Property. **The final management plan shall be approved by OWEB on or before March 30, 2008.**" Grantee will provide OWEB with a copy of the draft plan(s) within 18 months of the final signature on this agreement." OWEB may offer commentary on the draft plan(s), which Grantee will consider in finalizing the document(s)."

All other provisions of the grant agreement remain unchanged.

Justification for the Amendment (explain what needs to be changed, why the change is necessary, and how the change either enhances or does not detract from the original intent of the project.). Attach a separate page if more room is needed:

The City of Stayton and OWEB have been negotiating the provisions of the management plan and need more time to develop a plan that is mutually agreeable.

Future grant extensions will be allowed (check one) yes no

Grantee certifies that the Grantee has no outstanding reports on any grants. Grantee and Fiscal Agent (if not the Grantee) certify that this grant has no outstanding advance greater than 120 days for this grant. If there is an advance greater than 120 days, please attach: 1) receipts; 2) a refund for advance amount; or 3) justification for extending the advance greater than 120 days. Contact your OWEB Regional Program Representative if you have questions.

Chris Childs (City Administrator)
Grantee

8/22/2007
Date

[Signature]
Fiscal Agent

8/22/07
Date

AMENDMENT RECOMMENDED FOR APPROVAL

Son Warner, Dickason
OWEB Regional Program Representative

8-15-07
Date

AMENDMENT APPROVED

[Signature]
Grant Program

8-15-07
Date

[Signature]
Fiscal Program

08/15/07
Date

[Signature]
Assistant Attorney General, Oregon Dept of Justice

8/14/07
Date

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**STATE/LOCAL AGREEMENT
LOCAL GOVERNMENT GRANT PROGRAM**

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THIS AGREEMENT is made and entered into on the date of final signature of this agreement by and between the State of Oregon, acting by and through the Oregon Parks and Recreation Department, hereinafter referred to as the "State," and the City of Stayton, or designated representative, hereinafter referred to as the "Sponsor."

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15
16

The parties agree to the following:

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WHEREAS, under ORS 390.180, the State and Sponsor may enter into an agreement concerning acquisition, development, and or rehabilitation of public outdoor recreation areas and facilities, hereinafter called "Project," and the State may make grants of money to assist the Sponsor in such projects.

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24
25

WHEREAS, under OAR Chapter 736, Division 6, the Sponsor agrees to comply with the Local Government Grant Program administrative rules.

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The purpose of this agreement is to set forth the obligation of both parties in the acquisition, development and/or rehabilitation of public outdoor recreation areas and facilities. The State and the Sponsor desire to achieve improvements in park and recreation areas and facilities as hereinafter described in the project application and to that end, the Sponsor proposes to perform work and/or acquire land as set out and described in the Description/Scope of Work section of this agreement and the Sponsor's application.

33
34
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36

The State has sufficient Local Government Grant Program funds available within its current biennial budget and has authorized the expenditure on the Sponsor's project as defined below.

37
38
39

The Project has been reviewed and based on the Sponsor's application and representations is found to be feasible and appropriate for funding.

40
41
42

Project Title: Stayton Riverfront Acquisition

43
44

Project Number: LGP0117

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PROJECT FUNDING

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51

The total cost of the project covered by this Agreement is \$1,080,000.00.

The value of the Sponsor contributions for this project is \$830,000.00, which is the difference between the total cost and the State grant.

The State agrees to pay \$250,000.00 or 25 percent of the total project costs, whichever amount is less, from monies available through the Local Government Grant Program.

NOW, THEREFORE, the State and the Sponsor agree to the following:

Upon approval by the Oregon Parks and Recreation Commission, the State shall provide Local Government Grant Program funds to the Sponsor to supplement the funding of the authorized Project.

Sponsor may begin work upon receipt of signed Agreements and a Notice to Proceed from the State. Any expenses incurred prior to the agreement date will not be eligible for reimbursement.

52 **PROJECT INFORMATION**

53
54 Description/Scope of Work: Acquire 51-acre parcel for park and recreation purposes

55
56 Project Sponsor Contact: Chris Childs, City Administrator
57 City of Stayton
58 362 North Third Avenue
59 Stayton, OR 97383
60 503-769-3425 (phone), 503-769-1456 (fax)

61
62 The Sponsor's project and boundary map information is more particularly described in the project grant application
63 and by this reference made a part of this agreement.

64
65 **PROJECT TERM AND AMENDMENTS:**

66
67 Project Term: The Sponsor shall have one year from the date of authorization of this agreement to commence
68 substantial work (i.e., for sponsor to award contracts for work or show at least 25% of work is complete if the
69 work is performed by force account). Projects not in compliance with this schedule may be cancelled unless
70 substantial justification for an extension is warranted.

71
72 This Agreement shall become effective after both parties have signed this Agreement and shall become effective
73 on the final date of signature of this agreement. Unless otherwise terminated or extended this Project shall be
74 completed and this Agreement shall expire on June 30, 2005.

75
76 Amendments:

77 This Agreement may only be amended if requested in writing, approved by the State, and signed by the parties.
78 Extensions for a six-month period may be granted for the project agreement if requested in writing at least 30 days
79 prior to expiration date of this agreement, allowing enough time to prevent a lapse in the agreement. The request
80 for extension must show a compelling need for the extension. No further extensions will be allowed.

81
82 **PROGRESS REPORTS AND PAYMENTS**

83
84 Progress Reports: Once work has begun, Sponsor shall report to the State on work completed on a quarterly basis
85 as follows:

- 86 By April 30 for the quarter beginning January 1 and ending March 31;
87 By July 31 for the quarter beginning April 1 and ending June 30;
88 By October 31 for the quarter beginning July 1 and ending September 30;
89 By January 31 for the quarter beginning October 1 and ending December 31.

90
91 A progress report giving an accounting of the work accomplished is also required whenever project
92 reimbursements are requested. A copy of the progress report form to be used is attached.

93
94 Sponsor must submit a final report and final reimbursement within 90 days of the project completion date or the
95 expiration date of the agreement. The final report shall include full and final accounting of all expenditures and
96 description of the work accomplished.

97
98 **PROJECT BILLING AND REIMBURSEMENT**

99
100 Sponsor may bill for reimbursable expenditures quarterly or at anytime during the agreement period with proper
101 documentation. To request a reimbursement, Sponsor will complete Agency Billing Form, along with the progress
102 report form, and send both to:

104 Oregon Parks and Recreation Department
105 ATTN: Marilyn Lippincott, Senior Grants Project Officer
106 1115 Commercial St. NE Suite 1
107 Salem, Oregon 97301-1002.
108

109 The Agency Billing Form is attached with this agreement.
110

111 Partial reimbursements up to 90% of the grant amount may be billed to the state during the project period for work
112 completed. In all partial reimbursements, State will retain 10% of total grant allocation amount until final
113 approval and acceptance by the State. The final 10% will be reimbursed after the project is completed, full
114 documentation is received, and there is final approval and acceptance by State.
115

116 Partial reimbursements and quarterly reports shall contain a reasonable and accountable request. At no time will
117 the State reimburse Sponsor for more than the maximum percentage allowed under this agreement.
118

119 The State shall not be obligated to make a final payment to the Sponsor until all documentation and required
120 reports are received. Projects may be inspected by the State prior to final acceptance and final reimbursement of
121 the work completed.
122

123 SPONSOR COVENANTS

124

125 Match: The sponsor shall contribute matching funds or the equivalent in labor, materials or services, which are
126 shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program.
127

128 Publicity: Sponsors shall make every effort to publicize the Local Government Grant Program and OPRD's
129 participation. Upon completion of the project, State may require that signs acknowledging Local Government
130 Grant Program assistance be installed at the site.
131

132 Public Access to the Project: The Sponsor shall allow open and unencumbered public access to the Project to all
133 persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary
134 residence.
135

136 Compliance with Workers Compensation Law: The Sponsor shall require that its contractors or any
137 subcontractors and all employers performing work on the Project be subject employers under the Oregon Workers
138 Compensation Law and shall comply with ORS 656.017, which requires subject employers to provide
139 compensation coverage for all subject workers.
140

141 Record Maintenance: The Sponsor shall retain a project file including accounting records for three (3) fiscal years
142 after the completion of the project and allow the State, or its authorized representative, to inspect and review all
143 fund related records, to the level of detail prescribed by the reviewing entity, whenever so requested by the State or
144 its authorized representative.
145

146 Inspection and Audit: The Sponsor shall permit all fund-assisted sites to be inspected by the State and/or its
147 authorized representative(s) at reasonable times. Projects may be inspected by the State prior to final acceptance.
148

149 Liability: The Sponsor shall be liable for injury or loss of property, personal injury, or death caused by the
150 negligent or wrongful act or omission of any employee of the sponsor, while acting within the scope of his office
151 or employment as permitted under the Oregon Tort Claims Act, where the State of Oregon, if a private person,
152 would be liable to the claimant in accordance with the law of the State where the act or omission occurred.
153

154 Indemnity: Subject to the limits and conditions for the State of Oregon Tort Claims Act, the Sponsor shall defend,
155 save, hold harmless, and indemnify the State of Oregon and the Department and their agencies, subdivisions,

156 officers, directors, agents, employees, and members from any and all claims, suits, actions, losses, liabilities, costs,
157 expenses, and damages of whatsoever nature resulting from, arising out of, or relating to the activities of Sponsor
158 or its officers, employees, contractors, or agents under this agreement.

159

160 **CONVERSION**

161

162 Sponsor further warrants that the land within the project boundary shall be dedicated and used for park or
163 recreation purposes. Sponsor must control or will have control of the land, and Sponsor shall not change the use
164 of, sell, or otherwise dispose of the land within the project boundary except upon approval and consent of the
165 State.

166

167 If the Sponsor converts lands within the project boundary to a use other than park and recreation purposes, or
168 disposes of such land by sale or any other means, the Sponsor must provide replacement property of equal or
169 greater fair market value to that of the converted project land as measured on the date of their conversion or
170 disposal. This will require appraisals for both the converted and the replacement property. Replacement property
171 will not be approved by the State unless the replacement property has park and recreation utility equivalent to the
172 lands converted or disposed.

173

174 **TERMINATION**

175

176 Either party, in writing may terminate this agreement in whole or in part, at any time prior to the expiration date of
177 this agreement. Neither party shall incur any new obligations for the terminated portion of this agreement and
178 shall cancel as many obligations as possible. Full credit shall be allowed for the non-cancelable obligations
179 properly incurred up to the effective date of the termination. The State reserves the right to cancel this agreement
180 if no progress on the Project is made within one year of the effective date of this agreement.

181

182 The State, upon thirty (30) days written notice to the Sponsor, may modify or terminate this agreement if the State
183 fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay the
184 allowable costs of the Project to be funded hereunder, or should state law, regulation or guidelines be modified,
185 changed or interpreted in such a way that the Project, or any portion of the Project is no longer eligible for Local
186 Government Grant Program funding.

187

188 **REMEDIES**

189

190 THE State shall have any and all rights and remedies available by law or in equity.

191

192 **GENERAL PROVISIONS**

193

194 Participation in Similar Activities: This agreement in no way restricts the Sponsor or the State from participating
195 in similar activities with other public or private agencies, organizations or individuals.

196

197 Duplicate Payment: The Sponsor shall not be compensated for or receive any form of duplicate, overlapping or
198 multiple payments for the same work performed under this agreement from any agency of the State of Oregon or
199 the United States of America or any other party, organization or individual. All Sponsor matching contributions to
200 this agreement must be used and expended for this project only and within the project period.

201

202 No Third Party Beneficiaries: The State and the Sponsor are the only parties to this agreement and are the only
203 parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to
204 give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is
205 individually identified by name herein and expressly described as intended beneficiary of the terms of this
206 agreement.

207

208 Freedom of Information Act: Any information furnished under this agreement is subject to the Freedom of
209 Information Act (5 U. S. C. 552).

210
211 Non-Discrimination: The parties agree not to discriminate on the basis of race, religion, sex, color, national origin,
212 family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the
213 performance of this contract.

214
215 Notices - All written communications, which are to be given to the State under this Agreement, will be mailed and
216 addressed as follows:

217
218 Oregon Parks and Recreation Department
219 Marilyn Lippincott, Senior Grants Project Officer
220 1115 Commercial St NE Suite 1
221 Salem, Oregon 97301-1002
222

223 **WAIVER CLAUSE**

224
225 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO
226 WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND
227 EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT,
228 MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE
229 AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR
230 REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS
231 AGREEMENT. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE,
232 HEREBY ACKNOWLEDGES THAT SPONSOR HAS READ THIS AGREEMENT, UNDERSTANDS IT
233 AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

234
235 **IN WITNESS THEREOF**, the parties hereto have caused this agreement to be properly executed by their
236 authorized representatives as of the day and year hereinafter written.

CITY OF STAYTON
Sponsor Title

11/12/03
Date

M. Childs
Sponsor Signature

STATE OF OREGON, by and through Oregon
Parks and Recreation Department

NOVEMBER 6, 2003
Date

Michael Carrier
Michael Carrier, Director

Recommended by
Marilyn Lippincott
Local Government Grant Coordinator or
Representative
Oregon Parks and Recreation Department

11/13/03
Date

PROGRESS REPORT FORM
LOCAL GOVERNMENT GRANT PROGRAM
QUARTERLY FINAL

Date: _____

Project Name: _____

Project Sponsor: _____

Date of Project Approval: _____ Date Work Started: _____

Describe Work Completed This Quarter:

Describe Any Problems Or Delays:

Percentage of Project Completed to Date: _____

Report Completed By: _____

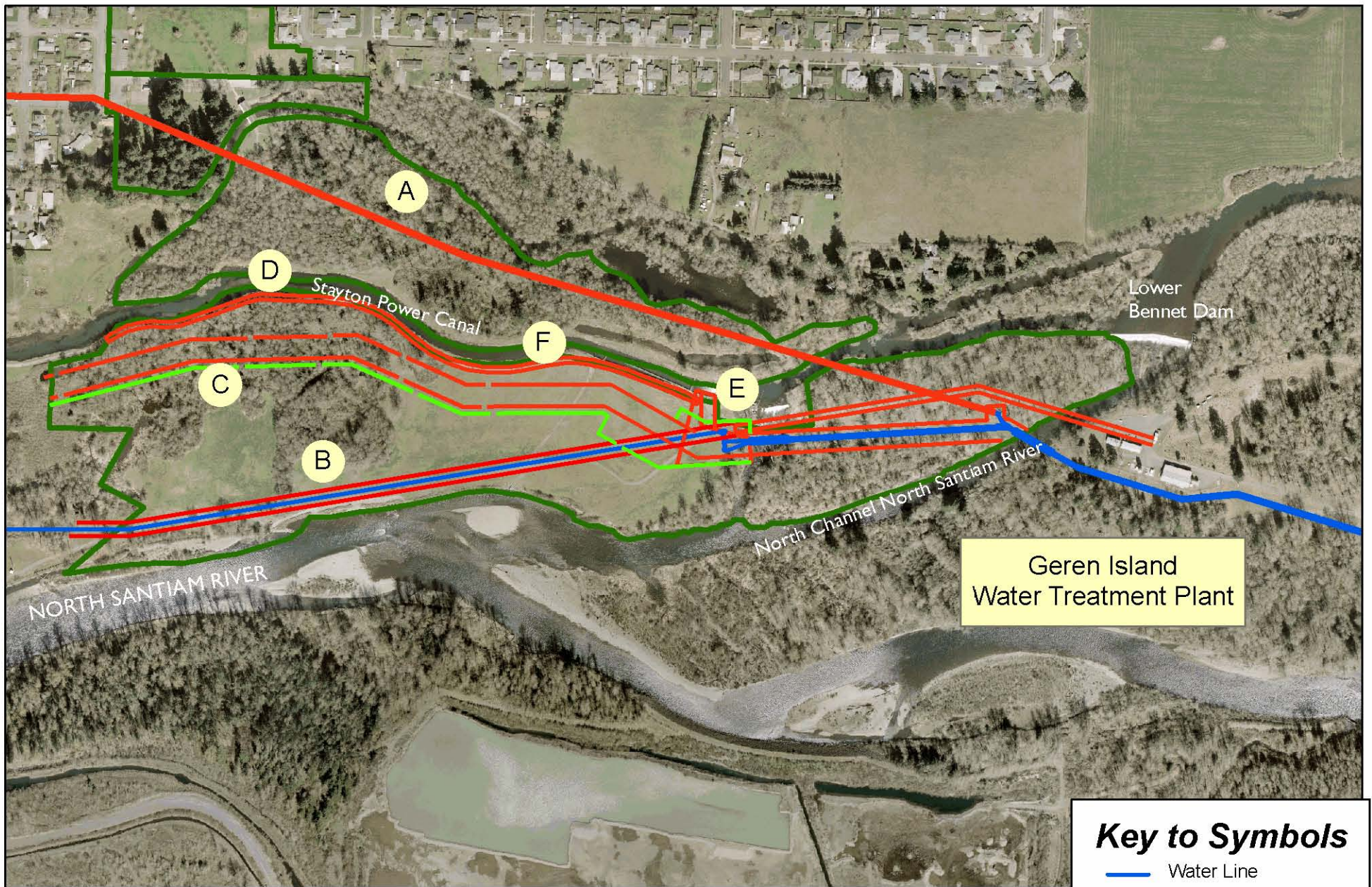
Title: _____

APPENDIX C: EASEMENTS ON THE PROPERTY

General Easement locations are shown on Figure C-1.

Recorded Information

A	Volume 144, Page 396 (Linn County)	City of Salem
B	Volume 507, Page 103 (Marion County)	City of Salem
C	Reel 3151, Page 391 (Stipulated Judgment, Marion County)	City of Salem
D	Reel 421, Page 452 (Marion County)	Santiam Water Control District
E	Reel 1747, Page 390 (Marion County)	Santiam Water Control District
F	Reel 2333, Page 444 (Marion County)	PacifiCorp



1936

volume 14
page ~~38~~ 396, Linn Co.

STATE OF OREGON,)
 County of Linn) ss. On this, the 6th day of July, 1936, personally
 came before me, a Notary Public in and for said County and State, the said within named Alice
 E. Tonkin, to me personally known to be the identical person described in, and who executed
 the within instrument, and who each personally acknowledged to me that she executed the same
 freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal the day and year last above written.

(L.S.) Aubrey S. Tussing Notary Public for Oregon.
 My commission expires January 29, 1937

-----00000000000000000000-----

11424 Deed Filed July 14th, 1936 at 2:15 o'clock P.M.
 Crown Willamette Paper Comp. to Stella E. Hoover, Recorder of Conveyances.
 City of Salem

KNOW ALL MEN BY THESE PRESENTS, That CROWN WILLAMETTE PAPER COMPANY, a corporation of
 Delaware, in consideration of One Hundred (\$100.00) Dollars to it in hand paid by the City of
 Salem, a municipal corporation, Marion County, Oregon, does hereby grant, bargain, sell and
 convey unto the said CITY OF SALEM, its successors and assigns, all the following described
 real property situate in the County of Linn, State of Oregon, to-wit:
 Government Lot Six (6) of Section Eleven (11), Township Nine (9) South, Range One (1)
 West of the Willamette Meridian, containing 7.67 acres according to the Government survey there-
 of. (U.S.I.R. Stamp, 50¢, Cancelled)

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise
 appertaining, and also all its estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD the above described premises unto the said grantee, its successors
 and assigns forever.

And the grantor does warrant that it is the owner of said premises and that it will and
 its successors and assigns shall warrant and defend the title to said premises against the
 lawful claims and demands of all persons, firms and corporations claiming by, through or under
 the grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly
 authorized officers as below subscribed, this 12th day of June, 1936.

Witnesses: CROWN WILLAMETTE PAPER COMPANY
 By Louis Bloch
 President

Walter J. Jacobs
 Hazel Gelfuss (Corp. Seal) Attest: D. J. Goldsmith
 Secretary

Approved as to Form
 GRIFFITH, PECK & COKE
 By Clarence D. Phillips CHECKED BY E. H. Post

STATE OF CALIFORNIA,)
 City and County of San Francisco,) ss. On this 12th day of June, 1936,
 before me appeared Louis Bloch and D. J. Goldsmith both to me personally known, who being duly
 sworn did say that he, the said Louis Bloch is the President, and he, the said D. J. Goldsmith
 is the Secretary of CROWN WILLAMETTE PAPER COMPANY, the within named corporation, and that the
 seal affixed to said instrument is the corporate seal of said corporation, and that the said
 instrument was signed and sealed in behalf of said corporation by authority of its Board of
 Directors, and said Louis Bloch and D. J. Goldsmith acknowledged said instrument to be the
 free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the
 day and year first in this, my certificate, written.

Anne F. Swift Notary Public in and for said City
 and County of San Francisco, State of California.
 (L.S.) My commission expires: July 3 1937

-----00000000000000000000----- 36" Pipeline X

11425 Deed Filed July 14th, 1936 at 2:15 o'clock P.M.
 A. D. Gardner, et ux Stella E. Hoover, Recorder of Conveyances.
 to City of Salem

THIS INSTRUMENT WITNESSETH: That A. D. GARDNER and MINNIE GARDNER, his wife, for the con-
 sideration of One Dollar to them paid, do hereby give, grant, and convey unto the CITY OF SALEM,
 Oregon, subject only to the conditions hereafter stated, a right of way for a water main through
 and across the real premises described as follows, to-wit:
 "Lot 5 in Section 11, Twp. 9 south, range 1 west of the Willamette Meridian, Oregon, con-
 taining 15 acres, more or less, situate in Linn County, Oregon, excepting 3 acres previously
 sold."

Linn Co.

397

36" pipeline

Vol 144, pg. 396

Said main to enter the premises at the southeasterly portion and extend northwesterly through the same to the premises known as the Masonic Park in Stayton, Oregon, or as near to said Park as Grantors property extends.

The main shall be installed at such elevation as the grantees may determine to be necessary and may be supported by piling, steel structures, or concrete piers and, if the top of said main is above the natural ground surface, the said grantees shall build and maintain suitable cross-overs for the passage of stock and motorized equipment of all kinds. Such cross-overs shall be not more than five hundred feet apart should the grantors so request. In traversing the water ditch through the premises, the main shall be low enough beneath the same, or high enough over the same, to permit free flow of water and of logs or lumber through the ditch, and the main shall be laid in such manner as to permit Grantors to widen any of their ditches to at least a width of 50 feet at the bottom.

In crossing the spillway, the main shall be sufficiently low so there will be no interference with the flow of water over the same.

The main shall be laid no nearer than 50 feet to the river water gates, so as to leave ample room for enlargement of the gates.

The right hereinabove given to install the main, shall include the right to enter upon said premises at all necessary times for the purpose of maintaining and repairing the main.

The grantee shall conduct all operations hereunder in a manner to prevent all unusual and unnecessary damage to the premises, and so as to interfere as little as possible with Grantors' use of the same, and grantee shall indemnify and save harmless the grantors against any damage to the latter's equipment and fixtures and any unnecessary damage to the premises, which may result from the acts or omissions of the grantee.

The Grantee's rights hereunder shall cease and terminate upon its discontinuing to use the right of way for the purpose stated; otherwise such right of way shall be perpetual, subject only to substantial compliance with the terms and conditions hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this 20th day of June, 1936.

A. D. Gardner
Minnie Gardner

(Seal)
(Seal)

STATE OF OREGON)
COUNTY OF MARION) SS

On this 20th day of June, 1936, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named A. D. Gardner and Minnie Gardner, his wife, who are personally known to me to be the identical persons described in and who executed the within instrument, and who each acknowledged to me that they executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and notarial seal this 20th day of June, 1936.

Geo. R. Duncan Notary Public for Oregon.
My commission expires May 31, 1936.

(L.S.)

00000000000000000000

#114264 Warranty Deed
A. D. Gardner, et ux
to
City of Salem

Filed July 14th, 1936 at 2:15 o'clock P.M.
Stella E. Hoover, Recorder of Conveyances.

THIS INDENTURE WITNESSETH, That A. D. GARDNER and MINNIE GARDNER, his wife, for the consideration of the sum of Ten Dollars and other considerations to them paid have bargained and sold, and by these presents do bargain, sell and convey unto CITY OF SALEM, Oregon, the following described premises to-wit:

"Fifty (50) acres of land lying and being situated on the north end of the West one half (1/2) of the North East One Fourth (1/4) of Section Fourteen (14), Township Nine (9) South, Range One (1) West of the Willamette Meridian, said fifty acres being off of the North end of the David J. King Homestead, Entry No. 15755, Serial No. 057, and situate in Linn or Marion Counties, State of Oregon."

lying east of the center line of Secs. 11 & 14, hereafter shown, and ALSO, "All that part of Lot Five (5), (excepting 3 acres sold), that is now on Stayton Island and south of the North branch of the NORTH SANTIAM RIVER in Section Eleven (11), Township Nine (9) South, Range One (1) West of the Willamette Meridian, Linn County, Oregon, which entire Lot contains Fifteen (15) acres, more or less, and situate in Linn or Marion Counties, State of Oregon."

IT BEING THE INTENTION of the GRANTORS herein to convey by this deed all of the land they acquired by virtue of a deed from David J. King and Lizzie King, his wife, recorded in Volume 95 at page 415, Deed Records of Linn County, Oregon, and all of that part of the land acquired by them by virtue of a deed from Linn County, Oregon, recorded in Volume 144 on page 156, Deed Records of Linn County, Oregon, as may be required, so that this deed shall include all of the lands owned by said Grantors EAST of the center of Sections Eleven (11) and Fourteen (14), in Township Nine (9) South, Range One (1) West of the Willamette Meridian, which are part of Stayton Island, which is a certain Island immediately WEST of the Willamette Meridian and between the north and south branches of the NORTH SANTIAM RIVER, and is immedi-

City of Salem, 54-inch pipeline
1957

Vol. 507 PAGE 105

GRANT OF RIGHT OF WAY

THIS INSTRUMENT, made this 23rd day of December, 1957,

by and between Gardner Bennett and Margaret H. Bennett, husband and wife,

hereinafter known and referred to as the grantor; (whether singular or plural) and the City of Salem, Oregon, a municipal corporation, hereinafter known and referred to as the City;

WITNESSETH:

1. That the grantor, for the consideration of the sum of One Dollar to them in hand paid by the said City of Salem, receipt whereof is hereby acknowledged, and in consideration of the making of improvements below a certain dam, which dam and the improvements to be made by the City of Salem are shown upon that certain map and sketch prepared by Warren W. Clark of Clark & Groff, Engineers, the map being contained on two sheets, numbered three and four, sheet three having been prepared August 12, 1957, and sheet four July 31, 1957; and each of such sheets bearing the endorsement "Salem Water Department Proposed Improvements Below Gardner-Bennett Dam No. 1", one counterpart of which map is in the office of the Manager of the Water Department of the City of Salem, another in the office of said Clark & Groff, Engineers, and one having been delivered to the grantor, and in consideration of conditions hereinafter specified, does grant, sell and convey to said City, its successors and assigns, the perpetual right and easement to construct, lay, rebuild, replace, and maintain a line of pipe, with all necessary appurtenances therefor, for the conveyance of water and for all purposes connected therewith, over, under, along, across, and upon the lands owned by the grantor in Marion County, Oregon, said pipe line and appurtenances being the property of said City, its successors and assigns, and said lands and the route of said pipeline across the lands being particularly described as follows:

A parcel of land lying in the N1/2 NE 1/4 Section 15, NW 1/4 NW 1/4 Section 14, and S 1/2 SW 1/4 and S 1/2 SE 1/4 of Section 11, T. 9 S., R. 1 W., W.M., Marion County, Oregon, and being a portion of that property conveyed by that deed to Ethel E. Stayton, trustee, recorded in Book 425, Page 797, of the Marion County Records of Deeds. The said parcel being that portion of said property included in a strip of land 60 feet in width for construction purposes and 25 feet in width for permanent easement purposes being equidistant on each side of the centerline of the pipeline as said pipeline has been located, which centerline is described as follows:

Beginning at Engineer's centerline Station 927+57.08, said Station being 248.93 feet South and 150.00 feet east of the quarter section corner between Sections 10 and 15 in T. 9 S., R. 1 W. of W.M. in Marion County, Oregon; thence South 79° 00' 23" east 189.73 feet to the west line of the property conveyed to Elizabeth Rebecca Randall in Volume 454, Page 180, of the Marion County Records of Deeds at Engineer's centerline Station 29+46.81.

Also, beginning at Engineer's centerline Station 940+74.87, said Station being 371.62 feet south and 1,436.25 feet east of the quarter section corner between Sections 10 and 15

In T. 9 S., R. 1 W. of W.M. in Marion County, Oregon; thence north $87^{\circ} 52' 34''$ east 392.05 feet to Engineer's centerline Station 944+66.92; thence north $78^{\circ} 51' 41''$ east 3,080.43 feet to Engineer's centerline Station Equation 975+47.35 back and 971+34.20 ahead; thence north $78^{\circ} 51' 41''$ east 96.37 feet to the point of intersection of a $26^{\circ} 09' 39''$ curve to the right at Engineer's Station 972+30.57; thence running 62.70 feet north of and parallel to the existing 36-inch water main line to the City of Salem, south $74^{\circ} 58' 54''$ east 458.24 feet more or less to the center of a branch of the North Santiam River, being the east boundary of the property conveyed to Ethel E. Stayton, trustee, in Volume 425, Page 797, Record of Deeds for Marion County, Oregon, at a point 34.87 feet north $15^{\circ} 01' 06''$ east of Engineer's centerline Station 976+29.00.

2. That the City, through its agents, shall have the right to enter upon said lands for the purpose of constructing, building, laying, patrolling, replacing and maintaining thereon a pipe line for the conveyance of water, including such renewals, repairs, replacements and removals as may from time to time be required, together with the right to remove such obstructions as may interfere with the construction or operation of said pipe line. Said right shall be perpetual so long as the said City shall operate a pipe line for carrying water across said land, but should said City cease to use said pipe line and abandon the same, then all the rights and privileges conveyed by such easement shall lapse and all right and title thereto shall revert to the grantor of said easement, his heirs or assigns.

3. That the said pipe line shall be so laid that the top thereof shall be buried not less than thirty-six (36) inches below the natural surface of the ground, except at low spots where ravines, ditches or water courses are crossed, at which points the top of the pipe may be at such elevations as the City may decide, provided it shall not interfere with the continued use of the lands of the grantor as they are now used, or the waterway of such ditches or watercourses.

4. That the City shall have the right to build at the surface of the ground such entrances to the pipe line as may be required, provided that such opening shall not be larger than six (6) feet square, will be built so as not to extend more than two (2) feet above natural ground level and will be so covered as to be safe for crossing of stock or vehicles. The City will, if necessary and requested to do so, build and maintain, during the time the construction work is under way, suitable crossings for the use of the grantor in passing stock or vehicles across trenches and structures.

5. That the right of way above referred to and covered by and included in this easement shall consist of a strip of land twenty-five (25) feet in width, being twelve and one-half (12½) feet on either side of the center line or route heretofore described.

6. That the City shall have the additional right and privilege during construction, repair or replacement of said pipe line and appurtenances, to occupy with excavated material, construction material or equipment, an additional strip of land adjacent to and on each side of the center line so that the total width so occupied shall not exceed sixty (60) feet, being thirty (30) feet on each side of the center line described in Paragraph 2 above, (where topography of the land, presence of improvements, or other conditions do not permit using 30 feet on each side, the division of the 60 foot strip

need not be equal on each side of the pipelines), and it is understood and agreed that the consideration herein named shall be in full for all damages sustained by the grantor because of inability to use said land and because of inconvenience during the time construction work is carried on. Provided, however, that should any growing crops, fruit trees, shrubs, or other property improvement, or land not listed above be damaged or destroyed, the same shall be paid for in addition to the sum named under Paragraph 1 hereof at the current value of said crops, trees, shrubs or property improvements; and only if, the grantor makes claim to such damages in writing at the office of the city administrator in the City Hall, Salem, Oregon, within ninety (90) days after the damage or destruction has occurred or within ninety (90) days after the City has completed its operations upon the property of the grantor, whichever occurs first. In case of such a claim by the grantor, the amount of payment shall be as agreed between the parties hereto or their authorized agents, or if the said parties cannot agree as to the amount of such additional payment, then they shall select a disinterested third party who shall fix the amount of such payment and the amount fixed shall be binding on both parties hereto when a statement signed by the said third party, giving the amount of such payment, shall be given to each party hereto. The cost and expense due to the employment of the services of the third party shall be borne in equal shares by the parties hereto and the City shall deduct from the award of payment the sum for which the grantor shall be liable on account of the employment of said third party and shall then pay the difference to said grantor. The City shall thereupon become liable for the full compensation and expense of the third party so employed. It is provided, however, that the total amount of payment of said claim provided under this paragraph shall not be less than the offer made by the City before employment of the said third party, after deducting the total cost of making the appraisal by said third party. Nothing in this paragraph shall serve to delay the City in the orderly progress of construction work but either party hereto may demand and secure a prompt agreement as to the amount of such claim provided in this paragraph either by mutual agreement between the parties hereto or by the third party as herein provided. Damages which may occur subsequent to the construction period because of maintenance, repair or replacement of said pipe line shall also be paid for by the City in the manner provided in this paragraph, as and when such damages occur.

7. That, upon completion of construction or any subsequent reconstruction, replacement or repair, the City will cause the ground to be filled over any excavations made, and will remove the spoil or waste material, such as gravel, clay, or rock from the land temporarily occupied, and with reasonable care, replace any topsoil removed to a depth of twelve inches, only between Engineer's Center-line Stations 950 and 968, in as smooth and workmanlike manner as possible and that thereafter the grantor will have full use of the land to which said easement applied, subject only to the rights of the City relative to inspection, repairs, and replacements, and

8. That as a consideration for the granting of this easement, the grantor shall make the improvements hereinbefore mentioned and particularly described upon a map and sketch hereinbefore identified, which improvements are for the mutual benefit of both grantor and grantee and such improvement shall be completed within 30 days after the grantee has installed across the grantor's premises the water pipe for which this easement is given, and such improvement shall be made at the sole expense of the grantee.

Page 3.

with reasonable care, replace any top soil removed, to a depth of twelve inches, only between Engineer's Center line Stations 950 and 968.

557855

9. That, where through the contractor it is necessary to remove or alter fences or other property, the City will maintain suitable temporary fences and gates and, upon completion of construction work, will replace said fences and other property as they were before construction work began or make other settlement satisfactory to the grantor.

10. That no building or structure of any kind shall by the grantor be placed upon or over such pipeline, or within eight (8) feet of the centerline thereof, without the prior written consent of the city administrator or other chief administrative officer of the city.

11. That the grantor shall be held responsible and shall not be liable for any damages to the pipeline constructed pursuant to this easement on account of washing or undercutting of banks because of overflow or failure of the banks of any stream.

12. That the rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day of December, 1957.

Gardner Bennett

Witness:

W. Beal

Margaret H. Bennett

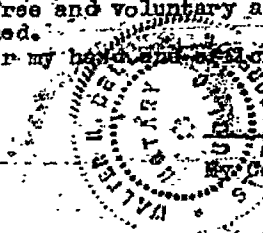
STATE OF OREGON)
County of Marion) ss.

On this day personally appeared before me

Gardner Bennett and Margaret H. Bennett,
husband and wife.

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of December 1957.



Walter H. Beal
Notary Public for Oregon
My Commission Expires: 6/21/58

557858

ENTERED
OCT 23 2002
#25

✓ After recording
return to:

City of Salem
350 Commercial NE
Salem, OR 97301

Reel 3151 Page 391
FILED

OCT 22 2002
Marion County Circuit Court

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

CITY OF SALEM, an Oregon municipal corporation,)

Plaintiff,)

v.)

SANTIAM PROPERTIES, L.L.C., an Oregon)
Limited Liability Company; ROY)
WEBSTER; BANK OF THE CASCADES;)
CITY OF STAYTON, an Oregon municipality;)
SANTIAM WATER CONTROL DISTRICT, a)
municipal corporation; PACIFIC POWER &)
LIGHT COMPANY, assumed business name)
for Pacificorp, an Oregon corporation;)
MARION COUNTY; and ALL OTHER)
PERSONS OR PARTIES UNKNOWN)
CLAIMING ANY RIGHT, TITLE, LIEN OR)
INTEREST IN THE PROPERTY)
DESCRIBED HEREIN,)

Defendants.)

No. 01C-19241

STIPULATED JUDGMENT

This matter having come on regularly before the court; and the plaintiff appearing by and through David Jonathan Ross, Assistant City Attorney, and defendant Santiam Properties L.L.C. appearing by and through Mark Fucile, and the parties having reached an agreement as to the settlement between the parties; NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by this court as follows:

1. That title to the property described in Exhibits A, B, C and D, attached hereto and made a part hereof by reference, be and the same is hereby condemned and appropriated to the City of Salem, Oregon, free and clear of all liens and encumbrances.

RECEIVED
STOEL RIVES LLP
BY: Drt 9-23-02

1 2. That the just compensation in this case is the sum of \$185,000.00 (one hundred eighty
2 five thousand and 00/100 dollars), disbursal of which has been previously authorized by the court.

3 3. That no attorney fees, appraiser's fees, interest or other costs are awarded to any of the
4 parties.

5 4. Defendant Santiam Properties, L.L.C. waives the right of repurchase.

6 5. That on December 28, 2001, an Order of Default was entered as to defendant Pacific
7 Power and Light Company, an assumed business name for Pacificorp, an Oregon corporation, and that
8 Default Judgment is hereby entered as to defendant Pacific Power and Light Company, an assumed
9 business name for Pacificorp, an Oregon corporation, who shall take nothing in this action.

10 6. That on January 9, 2002, an Order of Dismissal was entered as to defendants City of
11 Stayton and Santiam Water Control District, and that a Judgment of Dismissal is hereby entered as to
12 defendants City of Stayton and Santiam Water Control District, who shall take nothing in this action.

13 7. That on January 11, 2002, an Order of Dismissal was entered at to defendant Marion
14 County, and that a Judgment of Dismissal is hereby entered as to defendant Marion County, who shall
15 take nothing in this action.

16 8. Defendant Roy Webster, his interest having been satisfied, shall take nothing further in
17 this action.

18 9. Defendant Bank of the Cascades, its interest having been satisfied, shall take nothing
19 from this action.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

1 SUMMARY OF MONEY JUDGMENT PURSUANT TO ORCP 70A

2 Judgment Creditor: Santiam Properties, L.L.C.
1840 Pacific Court
3 Stayton, Oregon 97383

4 Creditor's Attorney: Mark J. Fucile
Stoel Rives LLP
5 900 SW Fifth Avenue
Suite 2600
6 Portland, OR 97204-1268
503-294-9501

7 Judgment Debtor: City of Salem
8 555 Liberty St. SE, Room 205
Salem, OR 97301

9 Judgment Debtor's Attorney: David J. Ross
10 Assistant City Attorney
Salem City Attorney's
11 555 Liberty St. SE, Room 205
Salem, OR 97301
12 503-588-6003

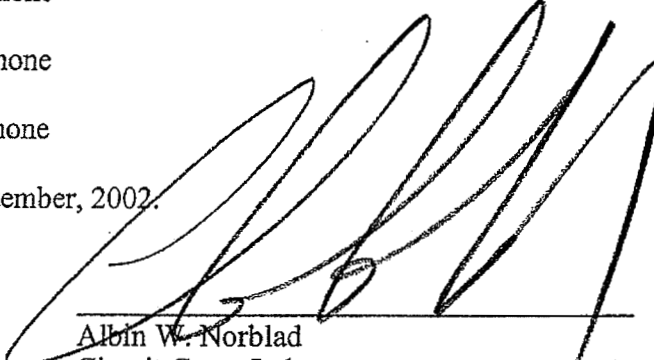
13 Judgment Amount: \$185,000.00

14 Costs and Attorney Fees: none

15 Prejudgment Interest: none

16 Post-judgment Interest: none

17 DATED this 21 day of September, 2002.

18 
19 _____
Albin W. Norblad
Circuit Court Judge

20 ////

21 ////

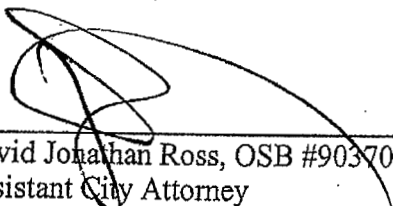
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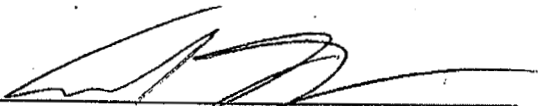
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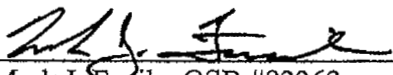
1 IT IS SO STIPULATED.

2 
3 _____
4 David Jonathan Ross, OSB #90370
5 Assistant City Attorney
6 Of Attorneys for Plaintiff

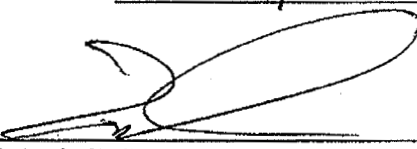
7 DATED: 10/17/02

8 
9 _____
10 Edward T. Tylicki, OSB #97416
11 Of Attorneys for Defendant Roy Webster

12 DATED: 10/9/02

13 
14 _____
15 Mark J. Fucile, OSB #82262
16 Of Attorneys for Defendant Santiam
17 Properties, LLC

18 DATED: October 1, 2002

19 
20 _____
21 Martin E. Hansen, OSB #80052
22 Of Attorneys for Defendant Bank of the Cascades

23 DATED: 10/3/02

24 G:\Group\LEGAL\DR\75 MGD santiam\santiam stipulated judgment 091802.wpd

A permanent easement over and along the full width and length of the premises described as follows, to-wit:

Parcel 1: (Permanent Access Easement)

Situated in the south half of Section 10, Section 11 and the north half of Section 14, Section 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon lying 10.00 feet to the left of and 10.00 feet to the right of the following described centerline:

Beginning at a point located on the westerly line of property conveyed to Santiam Properties, L.L.C. as recorded in Reel 1409, Page 322, Deed Records, Marion County, Oregon, located South $88^{\circ} 16' 14''$ East, a distance of 1723.85 feet and North $01^{\circ} 43' 46''$ East, a distance of 337.44 feet from the south quarter corner of Section 10, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon and thence North $57^{\circ} 32' 14''$ East, a distance of 21.74 feet to the beginning of a non-tangent 280.00 foot radius curve to the right (radius point bears South $33^{\circ} 06' 06''$ East); thence on said curve through a central angle of $35^{\circ} 42' 44''$ (the long chord of which bears North $74^{\circ} 45' 16''$ East, a distance of 171.71 feet) an arc distance of 174.52 feet to the end thereof; thence South $87^{\circ} 40' 32''$ East, a distance of 27.44 feet to the beginning of a tangent 200.00 foot radius curve to the left; thence on said curve through a central angle of $20^{\circ} 39' 55''$ (the long chord of which bears North $81^{\circ} 59' 31''$ East, a distance of 71.75 feet) an arc distance of 72.14 feet to the end thereof; thence North $71^{\circ} 39' 34''$ East, a distance of 131.12 feet; thence North $69^{\circ} 52' 35''$ East, a distance of 114.60 feet to the beginning of 200.00 foot radius curve to the right; thence on said curve through a central angle of $23^{\circ} 25' 57''$ (the long chord of which bears North $81^{\circ} 35' 33''$ East, a distance of 81.23 feet) an arc 81.80 feet to the end thereof; thence South $86^{\circ} 41' 28''$ East, a distance of 103.22 feet; thence South $88^{\circ} 47' 13''$ East, a distance of 61.88 feet to the beginning of tangent 800.00 foot radius curve to the right; thence on said curve through a central angle of $07^{\circ} 19' 52''$ (the long chord of which bears South $85^{\circ} 07' 17''$ East, a distance of 102.29 feet) an arc distance of 102.36 feet to the end thereof; thence South $81^{\circ} 27' 21''$ East, a distance of 14.51 feet to the beginning of a tangent 400.00 foot radius curve to the right; thence on said curve through a central angle of $31^{\circ} 03' 28''$ (the long chord of which bears South $65^{\circ} 55' 37''$ East, a distance of 214.18 feet) an arc distance of 216.82 feet to the end thereof; thence South $50^{\circ} 23' 54''$ East, a distance of 90.01 feet to the beginning of a tangent 475.00 foot radius curve to the left; thence on said curve through a central angle of $51^{\circ} 39' 18''$ (the long chord of which bears South $76^{\circ} 13' 32''$ East, a distance of 413.88 feet) an arc distance of 428.24 feet to the end thereof; thence North $77^{\circ} 56' 49''$ East, a distance of 75.13 feet to the beginning of a tangent 450.00 foot radius curve to the right; thence on said curve through a central angle $27^{\circ} 07' 33''$ (the long chord of which bears South $88^{\circ} 29' 25''$ East, a distance of 211.06 feet) an arc distance of 213.05 feet to the end thereof; thence South $74^{\circ} 55' 39''$ East, a distance of 33.19 feet to the beginning of a tangent 800.00 foot radius curve to the right; thence on said curve through a central angle of $06^{\circ} 10' 21''$ (the long chord of which bears South $71^{\circ} 50' 28''$ East, a distance of 86.14 feet) an arc distance of 86.19 feet to the end thereof; thence South $68^{\circ} 45' 17''$ East, a distance of 144.23 feet to the beginning of a tangent 1200.00 foot radius curve to the right; thence on said curve through a

EXHIBIT A

Page 1 of 7

central angle of $04^{\circ} 00' 06''$ (The long chord of which bears South $66^{\circ} 45' 15''$ East, a distance of 83.79 feet) an arc distance of 83.81 feet to the end thereof; thence South $64^{\circ} 45' 12''$ East, a distance of 17.58 feet to the terminus of said easement. The sidelines lengthen and shorten to begin on the westerly line of said Santiam Properties, L.L.C. and end on the terminus of said easement.

Together with the following:

Beginning at a point located on the northerly line of property conveyed to Santiam Properties, L.L.C. as recorded in Reel 1409, Page 322, Deed Records, Marion County, Oregon, located South $88^{\circ} 16' 14''$ East, a distance of 3905.99 feet and North $01^{\circ} 43' 46''$ East, a distance of 213.48 feet from the south quarter corner of Section 10, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon and thence South $14^{\circ} 37' 46''$ West, a distance of 288.52 feet; thence North $86^{\circ} 42' 40''$ East, a distance of 276.02 feet; thence North $03^{\circ} 17' 20''$ West, a distance of 86.93 feet to the southerly line of property conveyed to Santiam Water Control District as recorded in Reel 1233, Page 777, Deed Records, Marion County, Oregon; thence on the southerly line of said Santiam Water Control District North $75^{\circ} 17' 33''$ West, a distance of 187.74 feet; thence on the westerly line of said Santiam Water Control District North $01^{\circ} 43' 46''$ East, a distance of 123.75 feet; thence on the northerly line of said Santiam Properties L.L.C. North $75^{\circ} 22' 14''$ West, a distance of 20.52 feet to the point of beginning.

SUBJECT to any easements and restrictions of record.

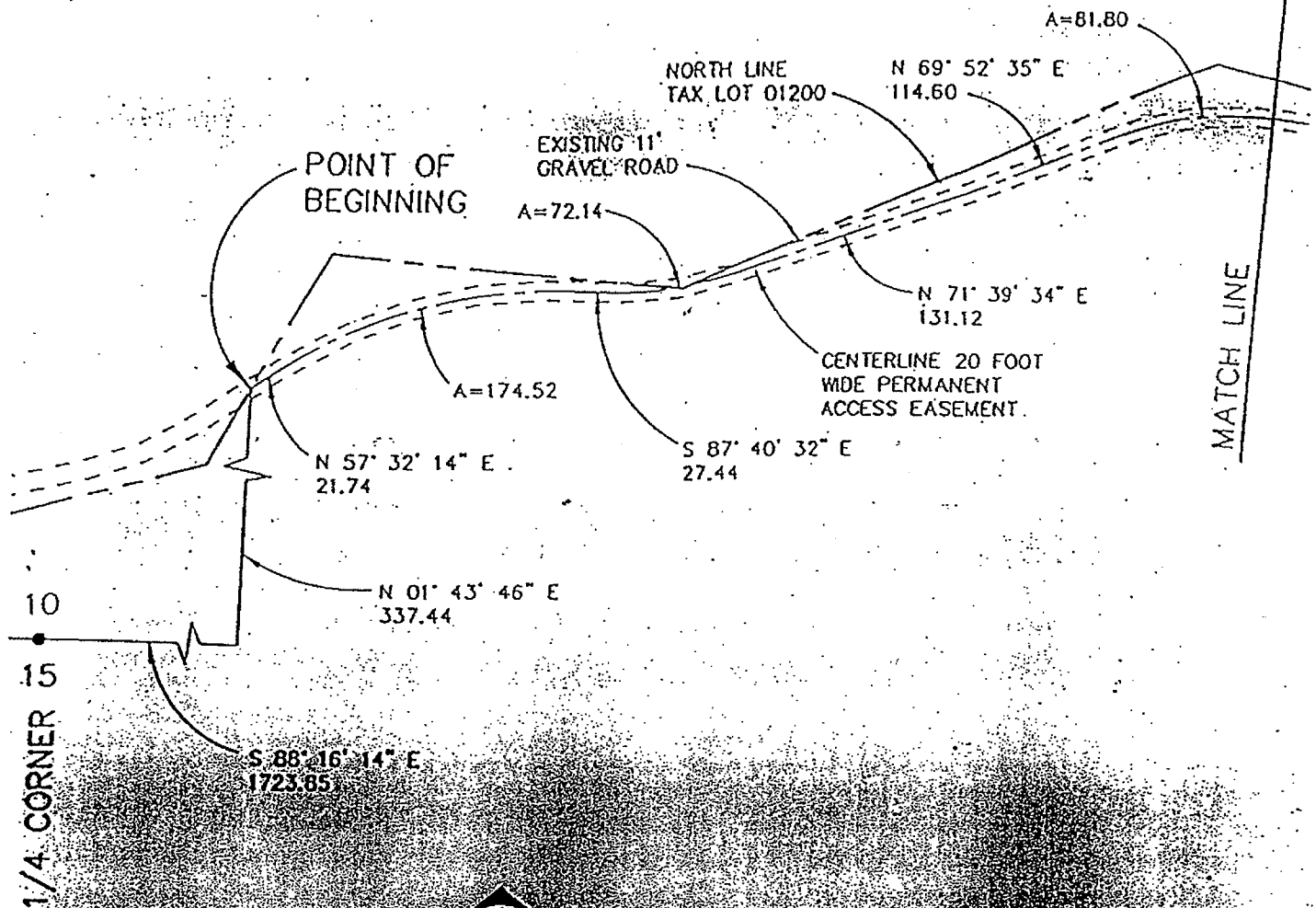
Bearings recited herein are based on Oregon Coordinate System of 1983, North Zone. The bearing of the south line of Section 10 as presently monumented is South $88^{\circ} 16' 14''$ East. Distances are as measured on the ground.

The permanent easement shall include the right of the City of Salem, its contractors, and agents to vehicular ingress and egress over said above-described premises at any and all times for the purpose of accessing the City of Salem's facilities. The permanent easement shall include the right of the City of Salem, its contractors, and agents to build and maintain a road over the easement area.

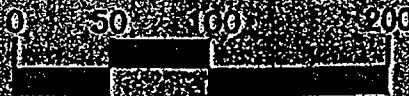
Property owner shall at all times, upon reasonable notice from the City of Salem, remove any surface obstructions or open gates which would otherwise prevent the ingress or egress of vehicles.

EXHIBIT A

Page 2 of 7



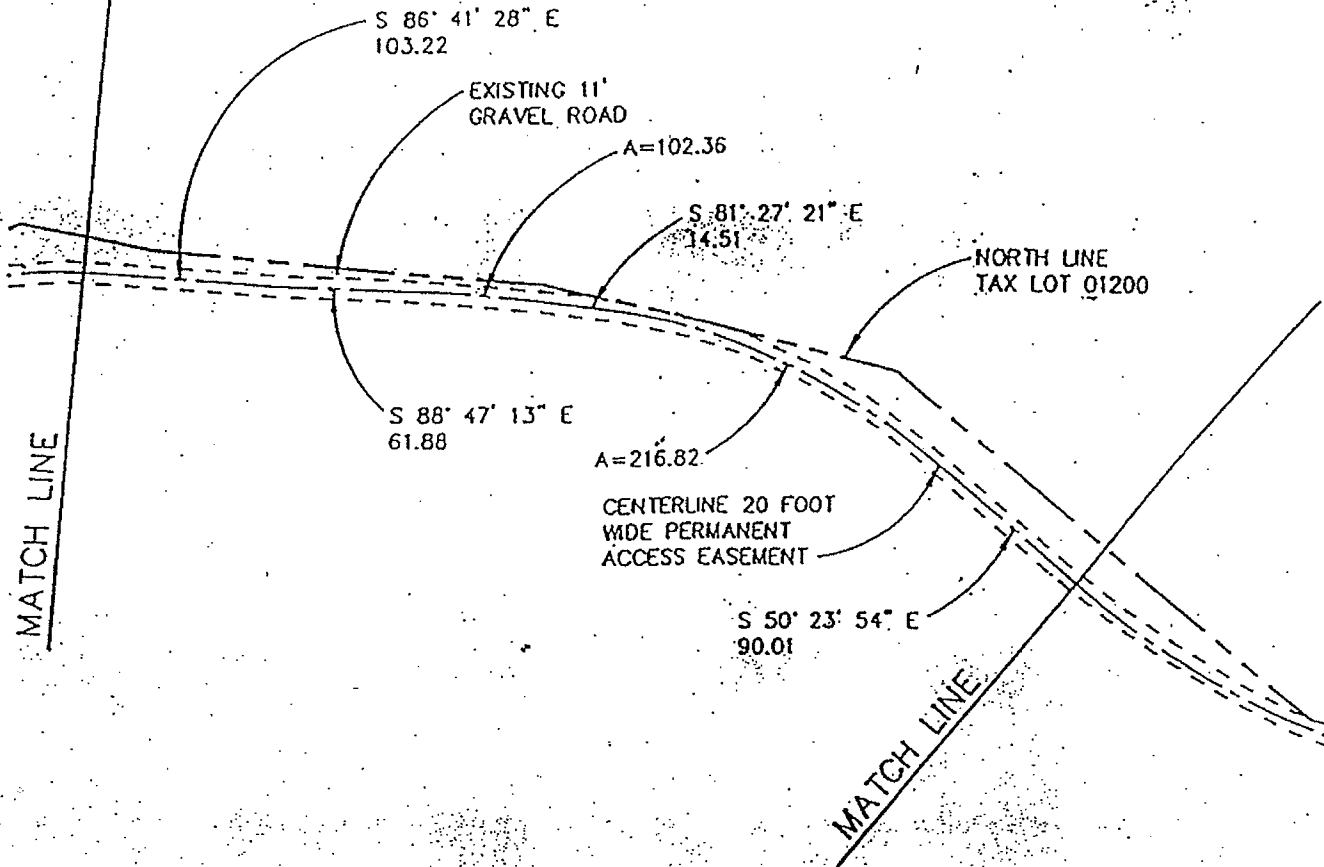
10
15
1/4 CORNER



DEA
DAVID EVANS AND ASSOCIATES, INC.
 2823 NW CORBETT AVENUE
 PORTLAND, OREGON 97227-2400

PAGE 4 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 81,830 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940234/799038 BY: Bco DATE: 03/30/00</p>



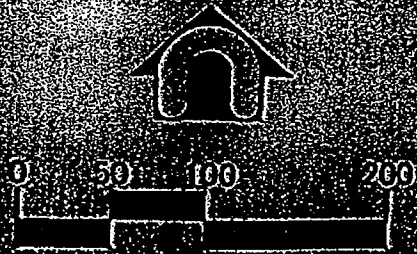
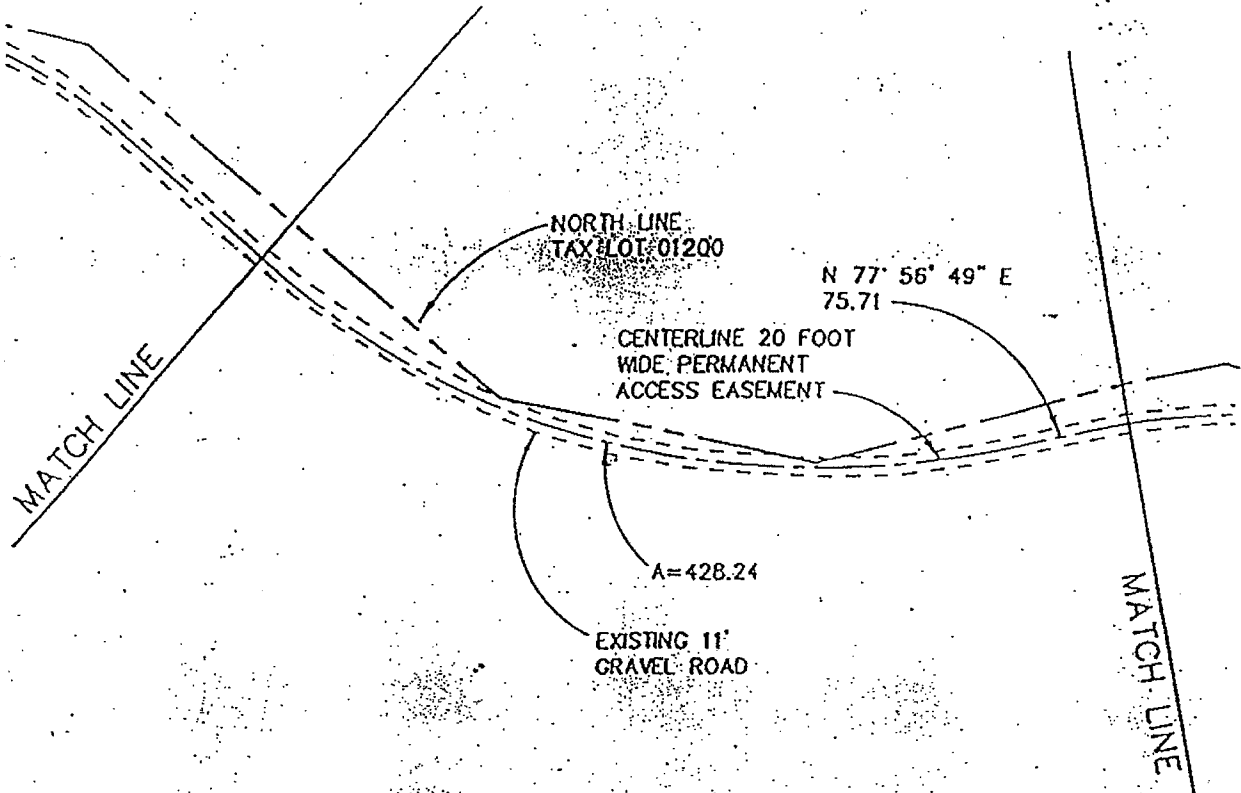
DAVID EVANS
AND ASSOCIATES, INC.
2225 NE W. CORNELIUS AVENUE
PORTLAND, OREGON 97214



PAGE 2 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 81,850 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID: NO 103 & 117 TAX MAP 091W1000-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 9402837/99038 BY: BJA DATE: 03/30/00</p>

EXHIBIT A
Page 4 of 7

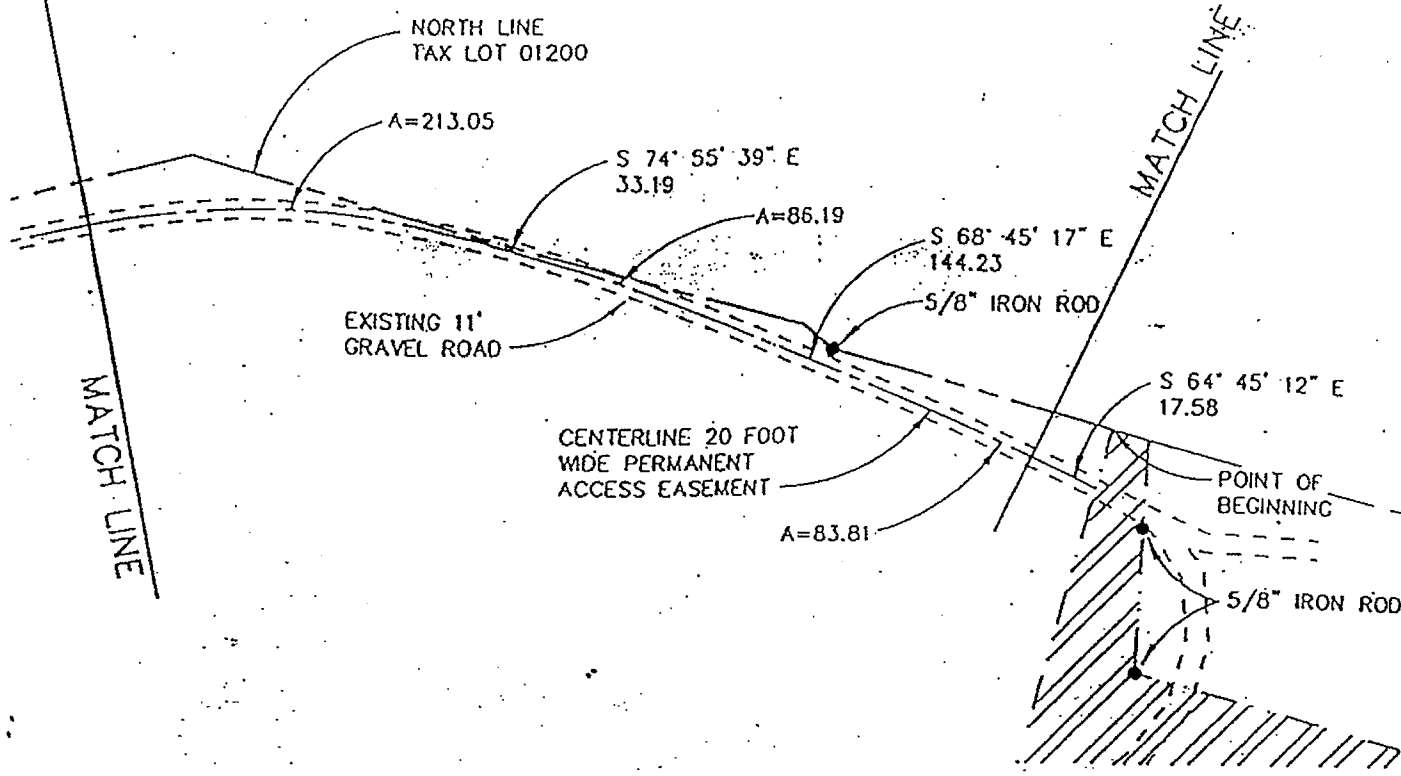


DAVID EVANS
AND ASSOCIATES, INC.
1120 S.W. CORNELIUS AVENUE
PORTLAND, OREGON 97209

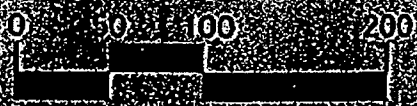


PAGE 3 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 81,830 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT. STAYON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID NO. 103-2-117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 05/01/00 PAL 9-10231/09038 01:00 01/01/00</p>



 PERMANENT ACCESS EASEMENT

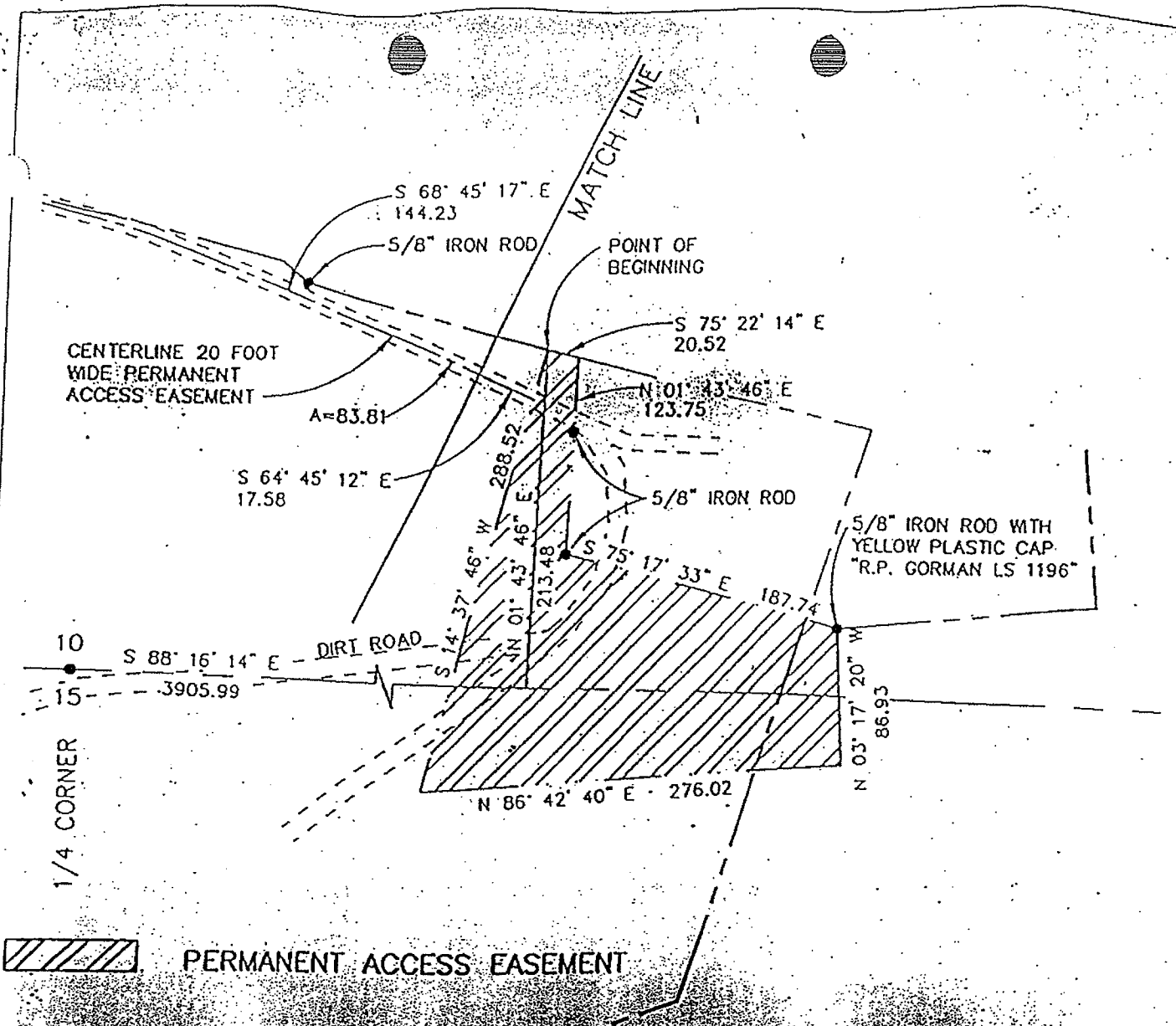


DAVID EVANS AND ASSOCIATES, INC.
 1422 S.W. CORBETT AVENUE
 PORTLAND, OREGON 97201
 TEL: 503.241.2424 FAX: 503.241.2425

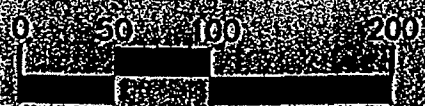
PAGE 4 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 81,830 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED 06/01/00 P.N. 940231/799038 BY: Bca DATE: 03/30/00</p>

EXHIBIT A
 Page 6 of 7



 PERMANENT ACCESS EASEMENT



DAVID EVANS
AND ASSOCIATES, INC.
2123 N.W. CORBETT AVENUE
PORTLAND, OREGON 97228-3149



PAGE 5 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 81,830 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD--01200 TAX MAP 091W14--00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940231/799038 By: Bxa DATE: 03/30/00</p>

A temporary construction access easement over and along the full width and length of the premises described as follows, to-wit:

Parcel 1: (Temporary Construction Access Easement)

Situated in the south half of Section 10, Section 11 and the north half of Section 14, Section 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon lying 12.50 feet to the left of and 12.50 feet to the right of the following described centerline:

Beginning at a point located on the west line of property conveyed to Santiam Properties, L.L.C. as recorded in Reel 1409, Page 322, Deed Records, Marion County, Oregon, located South $88^{\circ} 16' 14''$ East, a distance of 1585.13 feet and South $01^{\circ} 43' 46''$ West, a distance of 461.45 feet from the south quarter corner of Section 10, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon and thence North $70^{\circ} 23' 13''$ East, a distance of 95.48 feet; thence North $68^{\circ} 04' 04''$ East, a distance of 153.29 feet; thence North $77^{\circ} 01' 25''$ East, a distance of 89.35 feet; thence North $70^{\circ} 50' 55''$ East, a distance of 60.87 feet to the beginning of a tangent 100.00 foot radius curve to the right; thence on said curve through a central angle of $16^{\circ} 31' 28''$ (the long chord of which bears North $79^{\circ} 06' 39''$ East, a distance of 28.74 feet) an arc distance of 28.84 feet to the end thereof; thence North $87^{\circ} 22' 23''$ East, a distance of 186.97 feet to the beginning of a tangent 375.00 foot radius curve to the right; thence on said curve through a central angle of $22^{\circ} 30' 44''$ (the long chord of which bears South $81^{\circ} 22' 15''$ East, a distance of 146.40 feet) an arc distance of 147.34 feet to the beginning of a tangent 140.00 foot radius curve to the left; thence on said curve through a central angle of $63^{\circ} 27' 20''$ (the long chord of which bears North $78^{\circ} 09' 27''$ East, a distance of 147.25 feet) an arc distance of 155.05 feet to the beginning of a tangent 215.00 foot radius curve to the right; thence on said curve through a central angle of $36^{\circ} 06' 06''$ (the long chord of which bears North $64^{\circ} 28' 50''$ East, a distance of 133.24 feet) an arc distance of 135.47 feet to the end thereof; thence North $82^{\circ} 31' 53''$ East, a distance of 417.60 feet; thence North $78^{\circ} 26' 08''$ East, a distance of 293.00 feet; thence North $83^{\circ} 07' 29''$ East, a distance of 152.83 feet; thence North $85^{\circ} 56' 01''$ East, a distance of 62.26 feet; thence North $73^{\circ} 14' 11''$ East, a distance of 162.81 feet; thence North $84^{\circ} 00' 15''$ East, a distance of 219.19 feet to the terminus of said easement. The sidelines lengthen and shorten to begin on the west line of said Santiam Properties, L.L.C. and end on the terminus of said easement.

SUBJECT to any easements and restrictions of record.

Bearings recited herein are based on the Oregon Coordinate System of 1983, North Zone. The bearing of the south line of Section 10 as presently monumented is South $88^{\circ} 16' 14''$ East. Distances are as measured on the ground.

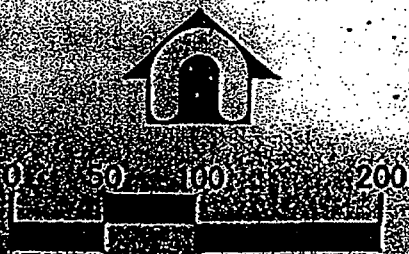
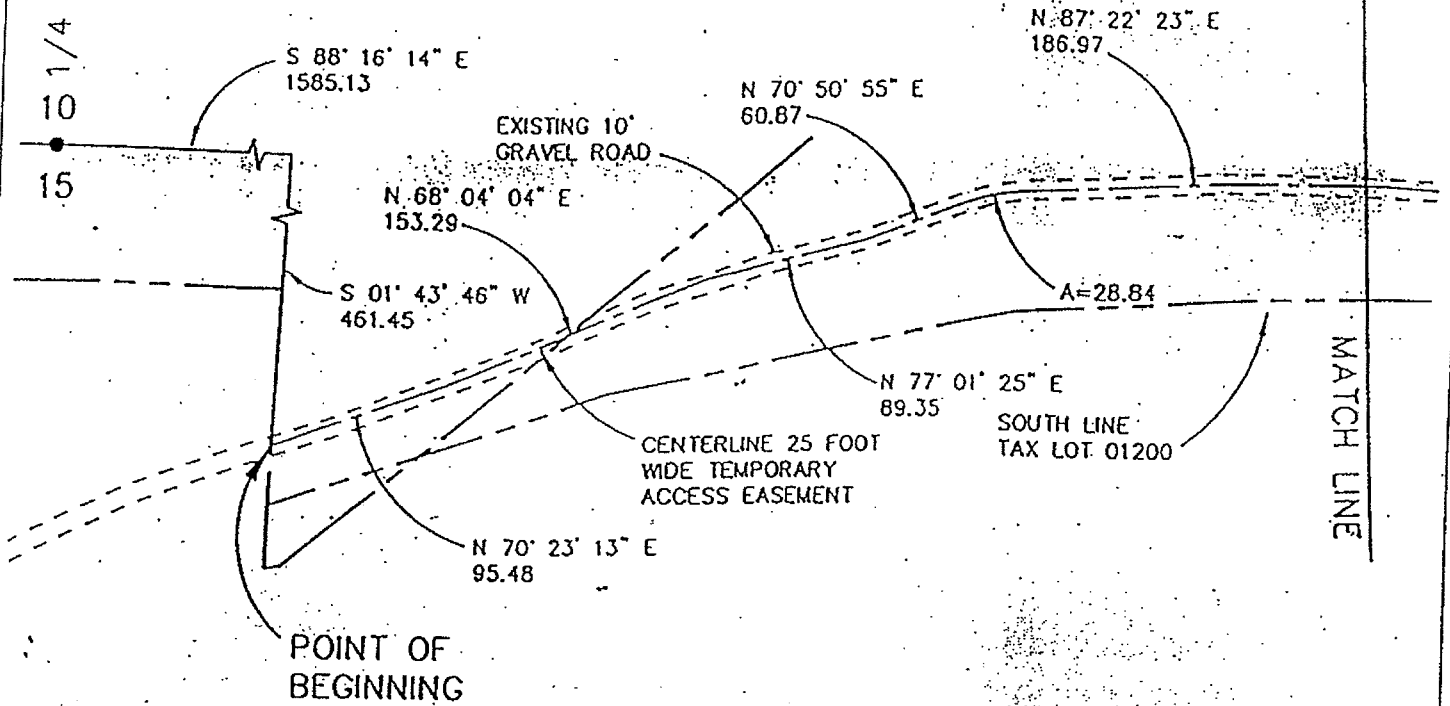
The temporary easement shall include the right of the City of Salem, its contractors, and agents to vehicular ingress and egress over said above-described premises at any and all times for the purpose of constructing the City of Salem's facilities.

Property owner shall at all times, upon reasonable notice from the City of Salem, remove any surface obstructions or open gates which would otherwise prevent the ingress or egress of vehicles.

The temporary construction access easement shall be effective for a period of two calendar years during the time of the construction and laying of the pipeline at the North Santiam River crossing (Phase I) and for an additional period of two calendar years during the construction of the remainder of the project (Phase II). The effective date for each period shall commence upon initial construction activity for each phase beginning on the property deeded to the property owner and described in Reel 1409, Page 322, Deed Records, Marion County, Oregon.

10
15
1/4 CORNER

TAX LOT 01200.

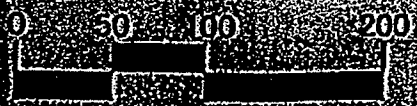
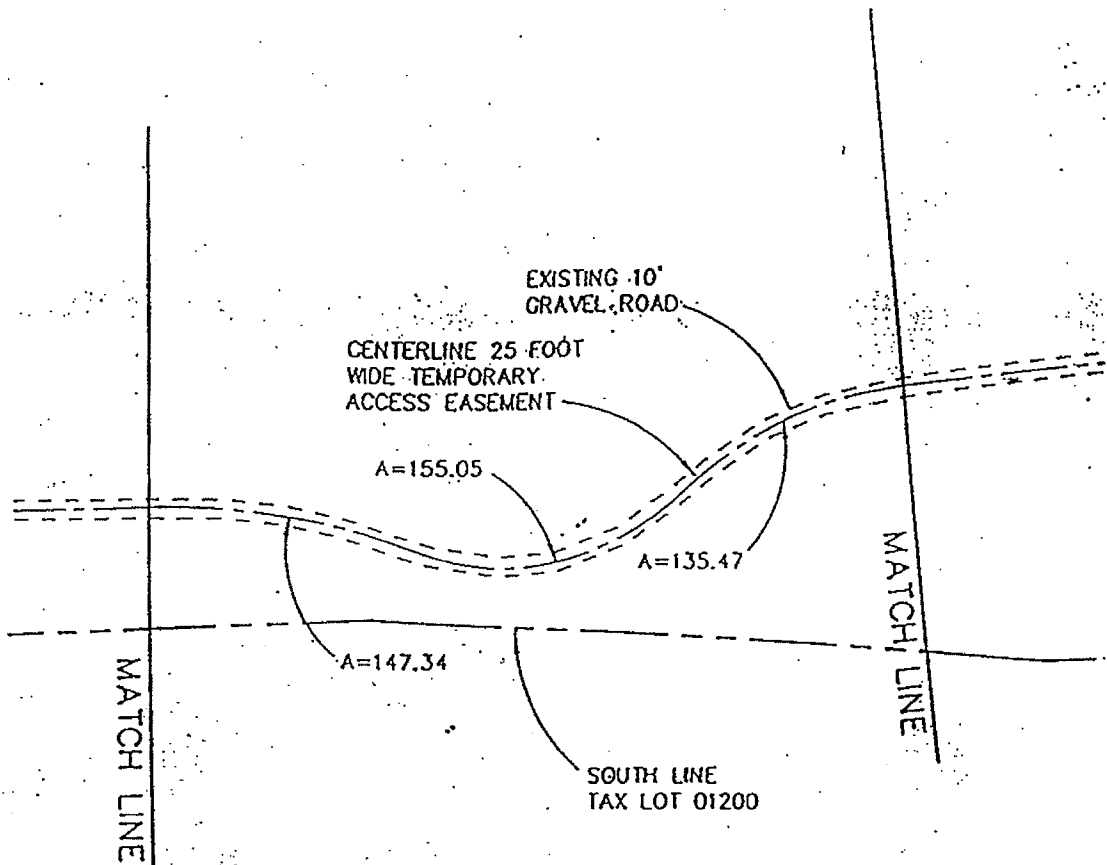


DAVID EVANS
AND ASSOCIATES, INC.
2025 G.W. CORBETT AVENUE
PORTLAND, OREGON 97208



PAGE 1 OF 5

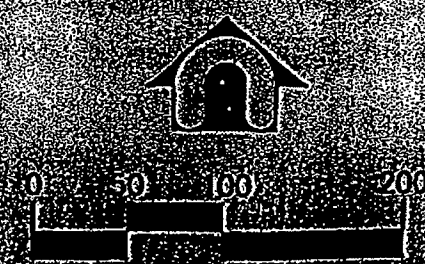
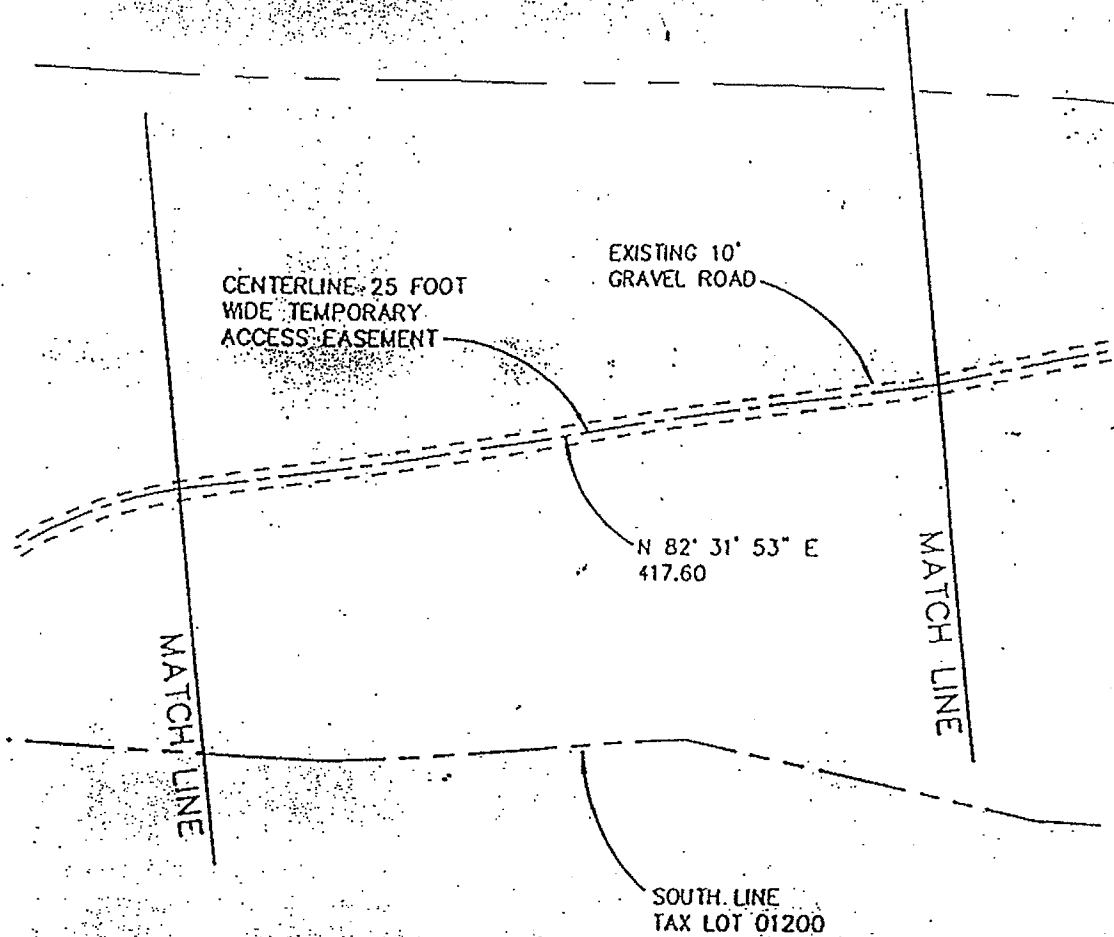
EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND	AREA TEMPORARY EASEMENT 59,034 ± SQ. FT.	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS
	SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322	PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON
EXHIBIT B Page 3 of 7		BY: B.G. DATE: 03/30/00



DAVID EVANS AND ASSOCIATES, INC.
 2625 B.W. CORBETT AVENUE
 PORTLAND, OR 97201



<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA TEMPORARY EASEMENT 59,034 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 05/01/00 P.N. 940234/799038 BY: Bxd DATE: 03/30/00</p>

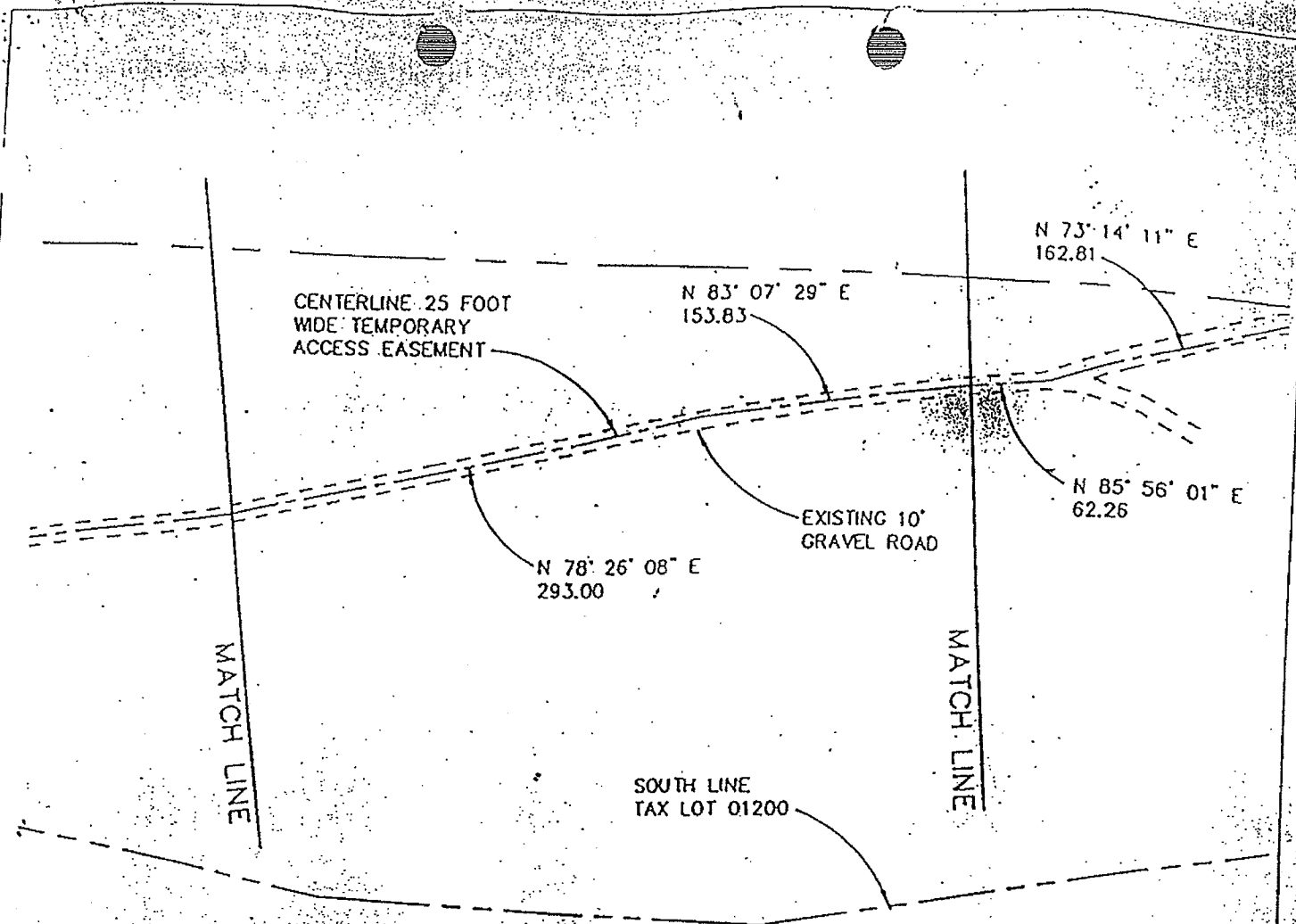


DAVID EVANS
AND ASSOCIATES, INC.
2623 SW CORDON AVENUE
PORTLAND, OR 97205



PAGE 3 OF 5

EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND	AREA TEMPORARY EASEMENT 59.034 ± SQ. FT.	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS
	PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON	EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940234/799038
SANTIAM PROPERTIES, LLC 1840 PACIFIC OI STAYON, OR 97383 REEL 1409 PAGE 322	BY: Bxo	DATE: 03/30/00



MATCH LINE

MATCH LINE

SOUTH LINE
TAX LOT 01200



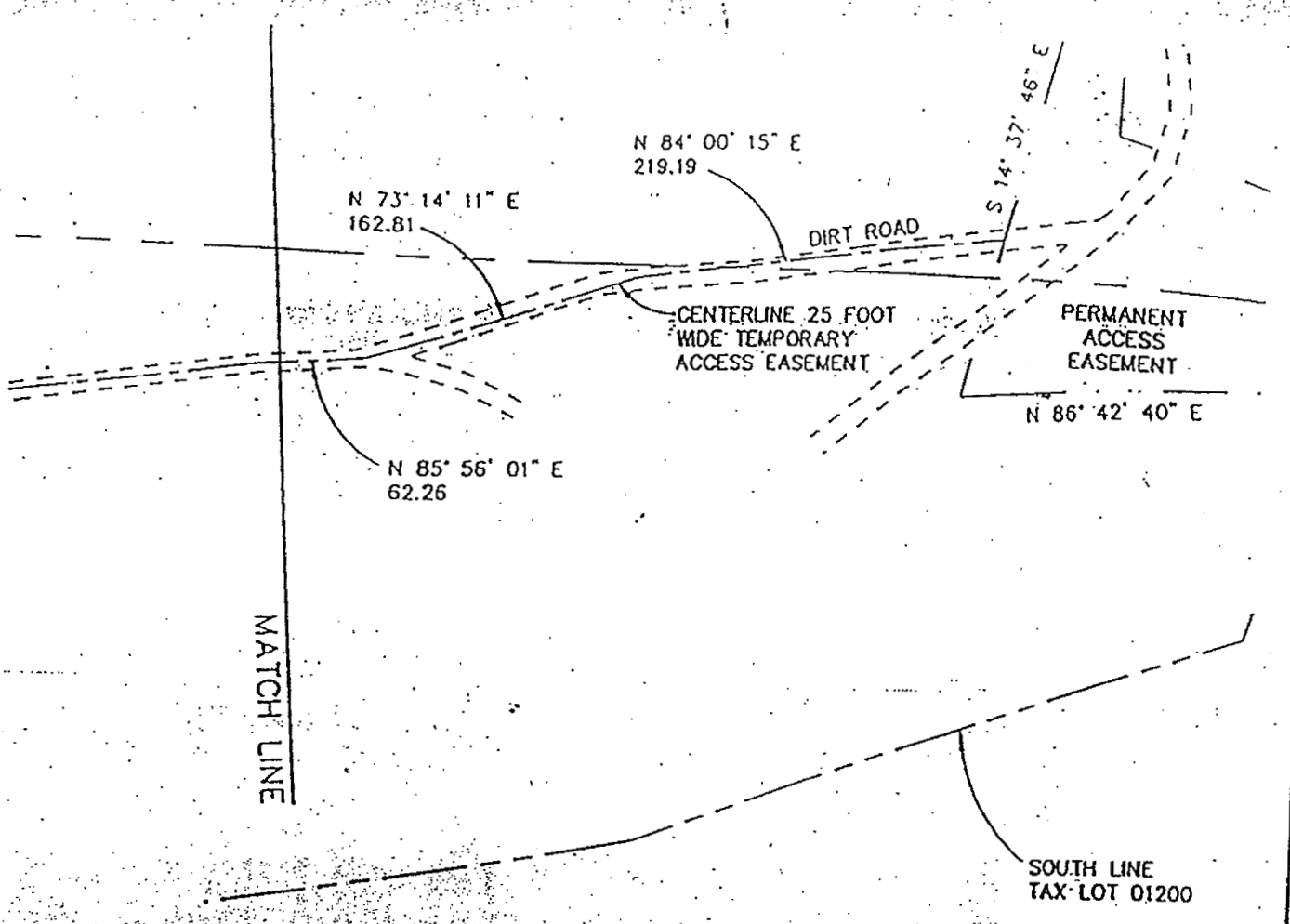
DAVID EVANS
AND ASSOCIATES, INC.
2526 B.W. CORBEAU AVENUE
PORTLAND, OR 97201-7123



PAGE 4 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA TEMPORARY EASEMENT 59,054 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 05/01/00 P.N. 940234/799038 By: Bxo DATE: 05/30/00</p>

EXHIBIT B
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MATCH LINE

SOUTH LINE
TAX LOT 01200



DAVID EVANS
AND ASSOCIATES, INC.
2825 S.W. CORBIET AVENUE
PORTLAND, OR 97201

PAGE 5 OF 5

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA TEMPORARY EASEMENT 59,034 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
		<p>EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940231/799038</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>By: Bxx DATE: 03/30/00</p>

EXHIBIT B
Page 7 of 7

A permanent easement over and along the full width and length of the premises described as follows, to-wit:

Parcel 1: (Permanent Pipeline Easement)

Situated in the south half of Section 10, Section 11 and the north half of Section 14, Section 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon lying 25.00 feet to the left of and 25.00 feet to the right of the following described center line:

Beginning at a point located on the westerly line of property conveyed to Santiam Properties, L.L.C., as recorded in Reel 1409, Page 322, Deed Records, Marion County, Oregon, located South 88° 16' 14" East, a distance of 1619.35 feet and South 01° 43' 46" West, a distance of 367.42 feet from the south quarter corner of section 10, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon and thence North 89° 40' 12" East, a distance of 211.28 feet; thence North 80° 39' 19" East, a distance of 2218.54 feet to the southerly line of property conveyed to Santiam Water Control District as recorded in Reel 1233, Page 777; Deed Records, Marion County, Oregon and the terminus of said easement. The sidelines lengthen and shorten to begin of the westerly line of said Santiam Properties, L.L.C. and end on the southerly line of said Santiam Water Control District.

SUBJECT to any easements and restrictions of record.

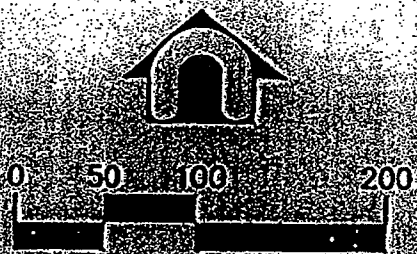
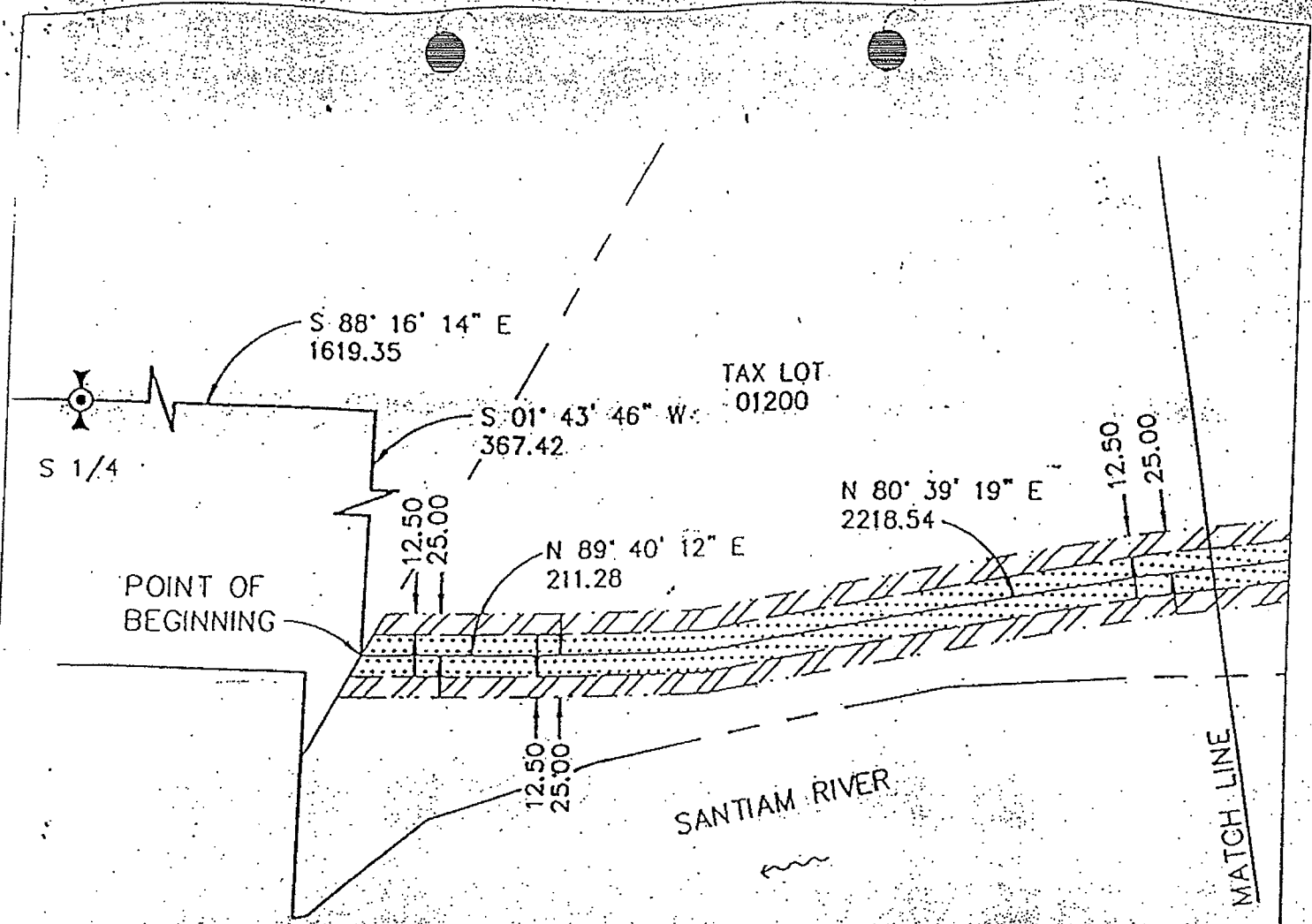
Bearings recited herein are based on the Oregon Coordination System of 1983, North Zone. The bearing of the south line of Section 10 as presently monumented is South 88° 16' 14" East. Distances are as measured on the ground.

The permanent easement shall include the right of the City of Salem to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect, and remove water pipelines with all appurtenances incident thereto or necessary therewith, including at ground level, valve boxes and access manholes, and other equipment which may become necessary, for the purpose of conveying water under the said premises, and make excavations thereof from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of repairing, adding to, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful, or convenient of the enjoyment of the easement hereby granted.

No building shall be constructed over the pipeline easement, and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the City of Salem and the property owner, its successors, or assigns. Should such specific agreement be executed, the City of Salem will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by the property owner, its successors, or assigns.

No pesticides, herbicides, or similar hazardous materials, or containers that contained these materials shall be stored within the permanent easement area.

The property owner shall be allowed to perform all work associated with growing crops, grazing, and other operations allowed in applicable zoning, including installation and maintenance of irrigation and drainage systems.



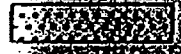
**DAVID EVANS
AND ASSOCIATES, INC.**

2828 S.W. CORBETT AVENUE
PORTLAND, OR 97201-1630 503-233-5663



PERMANENT PIPELINE EASEMENT

PAGE 1 OF 4



EXISTING 25 FOOT PIPELINE EASEMENT

EXHIBIT "B"
75 MGD WATER TRANSMISSION LINE
TURNER CONTROL TO GEREN ISLAND

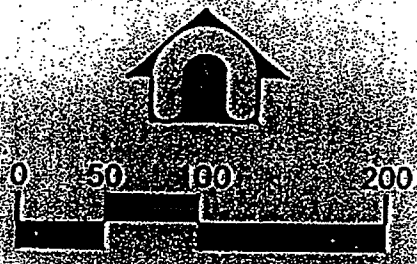
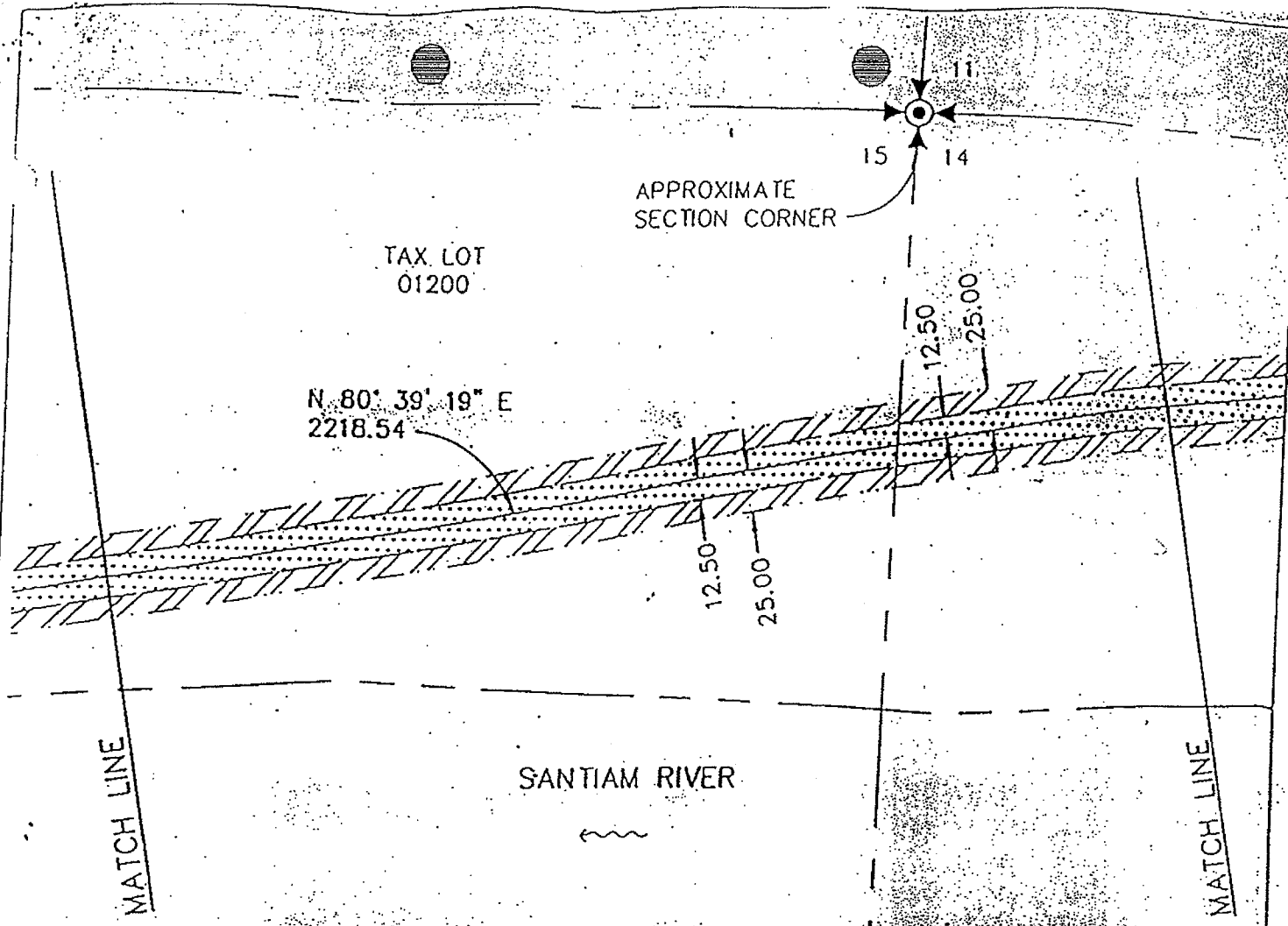
AREA
PERMANENT EASEMENT
120,788 ± SQ. FT.

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

SANTIAM PROPERTIES, LLC
1840 PACIFIC CL. STATION OR 97383
REEL 1409 PAGE 322

PROJECT PROPERTY ID. NO.
103 & 117
TAX MAP 091W10DD-01200
TAX MAP 091W14-00300
MARION COUNTY, OREGON

EASEMENT
ACQUISITION MAP
REVISED: 05/01/00
P.N. 940234/99018
DATE: 09/17/00



DAVID EVANS
AND ASSOCIATES, INC.
2828 S.W. CORBETT AVENUE
PORTLAND, OR 97201-6300 (503) 233-3683

-  PERMANENT PIPELINE EASEMENT
-  EXISTING 25 FOOT PIPELINE EASEMENT

PAGE 2 OF 4

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 120,788 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STATION, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 05/01/00 P.N. 9-0261/99038 By: Bepb Date: 02/17/00</p>

EXHIBIT C
Page 3 of 5

TAX LOT
00300

N 80° 39' 19" E
2218.54

12.50
25.00

12.50
25.00

TAX LOT
00300

MATCH LINE

MATCH LINE

SANTIAM RIVER



DAVID EVANS
AND ASSOCIATES, INC.
2828 S.W. CORBETT AVENUE
PORTLAND, OR 97201-2630 TEL 233-6663



PERMANENT PIPELINE EASEMENT

PAGE 3 OF 4



EXISTING 25 FOOT PIPELINE EASEMENT

EXHIBIT "B"

75 MGD WATER TRANSMISSION LINE
TURNER CONTROL TO GEREN ISLAND

AREA
PERMANENT EASEMENT
120,788 ± SQ. FT.

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

SANTIAM PROPERTIES, LLC
1840 PACIFIC CT, STAYTON, OR 97383
REEL 1409 PAGE 322

PROJECT PROPERTY ID. NO.
103 & 117
TAX MAP 091W10DD-01200
TAX MAP 091W14-00300
MARION COUNTY, OREGON

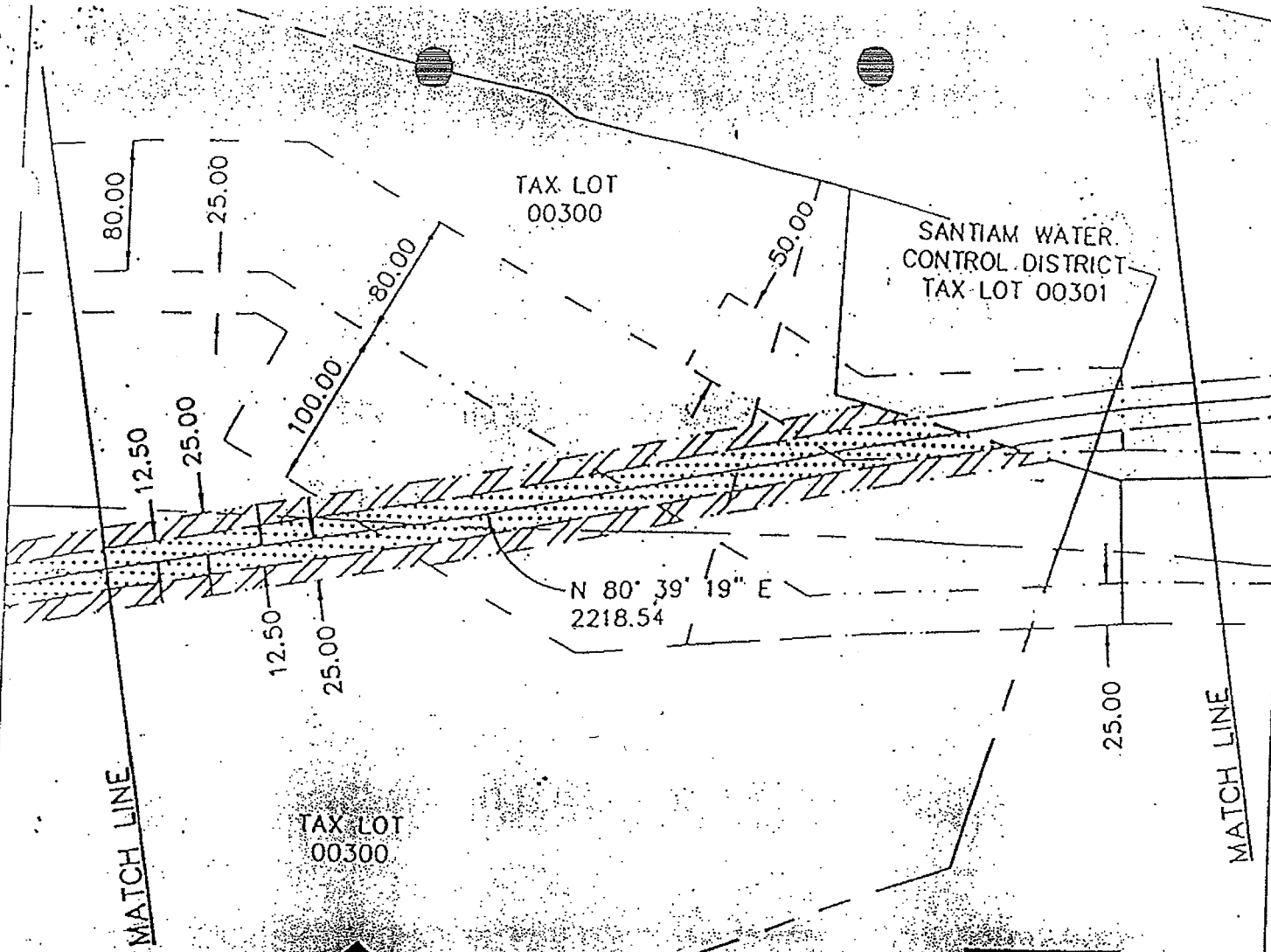
EASEMENT
ACQUISITION MAP

REVISED 05/01/00

P.N. 940284/199038

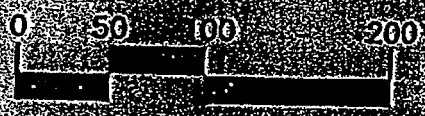
BY: Bmph

DATE: 01/17/00



MATCH LINE

MATCH LINE



**DAVID EVANS
AND ASSOCIATES, INC.**
2828 S.W. CORBETT AVENUE
PORTLAND, OR 97201-6830 (503) 223-6663

 PERMANENT PIPELINE EASEMENT

 EXISTING 25 FOOT PIPELINE EASEMENT

PAGE 4 OF 4

<p>EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA PERMANENT EASEMENT 120,788 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP REVISED: 05/01/00 P.N. 940234/799038 By: Bmph DATE: 04/17/00</p>

A permanent easement over and along the full width and length of the premises described as follows, to-wit:

Parcel 1: (Permanent Pipeline Easement)

Situated in the south half of Section 10, Section 11 and the north half of Section 14, Section 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon varying in width on the left and to the right from Centerline Station 530+49.01 to station 567+63.56 of the following described centerline:

Beginning at a point located on the west line of property conveyed to Santiam Properties, L.L.C. as recorded in Reel 1409, Page 322, Deed Records, Marion County, Oregon located South 88° 16' 14" East, a distance of 1505.32 feet and North 01° 43' 46" East, a distance of 134.99 feet from the south quarter corner of Section 10, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon and being station 530+49.33, thence leaving the west line of the Santiam Properties, L.L.C. North 75° 24' 50" East, a distance of 554.73 feet (536+04.06); thence North 88° 27' 50" East, a distance of 598.16 feet (Station 542+02.22); thence South 65° 37' 41" East, a distance of 446.81 feet (Station 546+49.03); thence North 89° 46' 21" East, a distance of 526.52 feet (Station 551+75.55); thence South 60° 46' 22" East, a distance of 392.83 feet (Station 555+68.38); thence North 86° 42' 40" East, a distance of 1195.19 feet (Station 567+63.57) to the east line of the said Santiam Properties, L.L.C. property also, being the north bank of the North Channel, and the terminus of said easement. The sidelines lengthen and shorten to begin on the west line and end on the east line of Santiam Properties, L.L.C. Property.

The widths in feet of the strip of land above referred to are as follows:

Station	To Station	Width on the left side of centerline	Width on the right side of centerline
530+49.33	557+03.72	55.00	
557+03.72	557+59.34	55.00 in a straight line to 37.48	
557+59.34	559+27.63	37.48 in a straight line to 43.37	
559+27.63	559+27.08	43.37 in a straight line to 55.00	
559+27.08	566+38.33	55.00	
566+38.33	567+03.33	105.00	
567+03.33	567+18.12	55.00	
567+18.12	567+88.01	55.00 in a straight line to 9.06	
530+49.01	566+96.16		25.00

together with a temporary working easement as follows, to-wit:

Parcel 2: (Temporary Construction Easement)

Situated in the south half of Section 10, Section 11 and the north half of Section 14, Section 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon varying in width on the right from Centerline Station 530+49.01 to station 567+63.56, which centerline is described in Parcel 1 (Permanent Easement) above.

The width in feet of the strip of land above referred to are as follows:

Station	To Station	Width on the left side of centerline	Width on the right side of centerline
530+49.33	552+10.00		50.00
552+10.00	554+65.30		125.00
554+65.30	566+28.75		125.00 in a straight line to 50.00
530+49.33	554+35.00	55.00	
554+35.00	555+18.30	105.00	
555+18.30	555+27.81	105.00 in a straight line to 86.72	
555+27.81	557+03.72	86.72 in a straight line to 55.00	

EXCEPTING therefrom the above described Parcel 1 (Permanent Easement).

SUBJECT to any easements and restrictions of record.

Bearings recited herein are based on the Oregon Coordinate System of 1983, North Zone. The bearing of the south line of Section 10 as presently monumented is South 88° 16' 14" East. Distances are as measured on the ground.

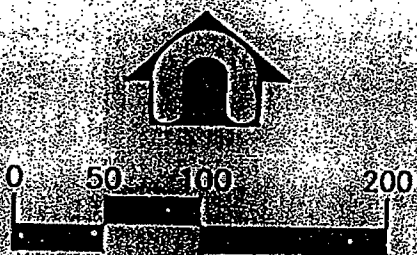
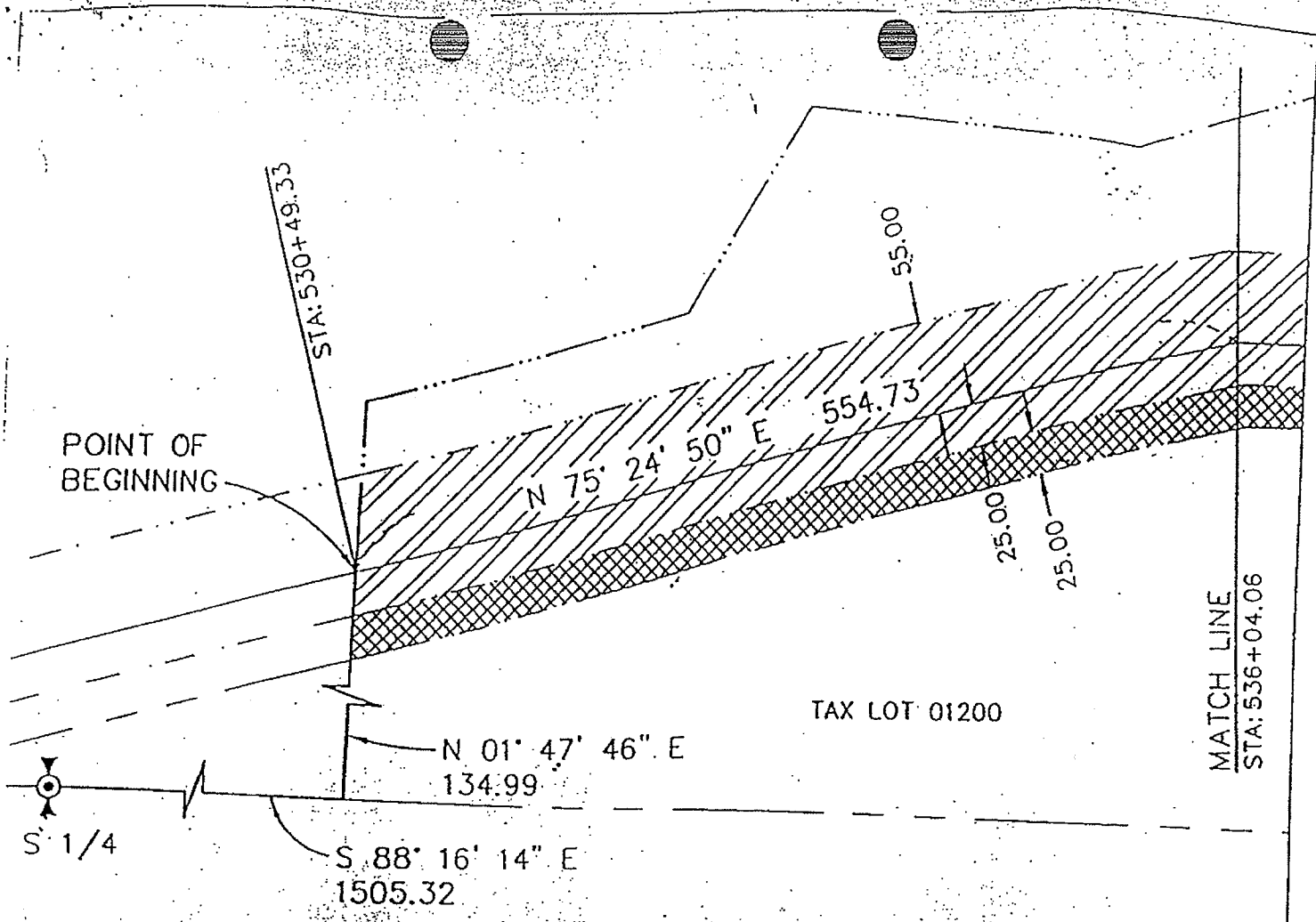
The permanent easement shall include the right of the City of Salem to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect, and remove water pipelines with all appurtenances incident thereto or necessary therewith, including at ground level, valve boxes and access manholes, and other equipment which may become necessary, for the purpose of conveying water under the said premises, and make excavations thereof from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of repairing, adding to, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful, or convenient of the enjoyment of the easement hereby granted.

No building shall be constructed over the pipeline easement, and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the City of Salem and the property owner, its successors, or assigns. Should such specific agreement be executed, the City of Salem will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by the property owner, its successors, or assigns.

No pesticides, herbicides, or similar hazardous materials, or containers that contained these materials shall be stored within the permanent easement area.

The property owner shall be allowed to perform all work associated with growing crops, grazing, and other operations allowed in applicable zoning, including installation and maintenance of irrigation and drainage systems.

The temporary working easement shall be effective for a period of two calendar years during the time of the initial construction and laying of the pipe line herein described. The effective period for the temporary working easement shall commence upon initial construction activity beginning on the property described above.



DAVID EVANS AND ASSOCIATES, INC.
 2828 S.W. CORBETT AVENUE
 PORTLAND, OR 97201-4450



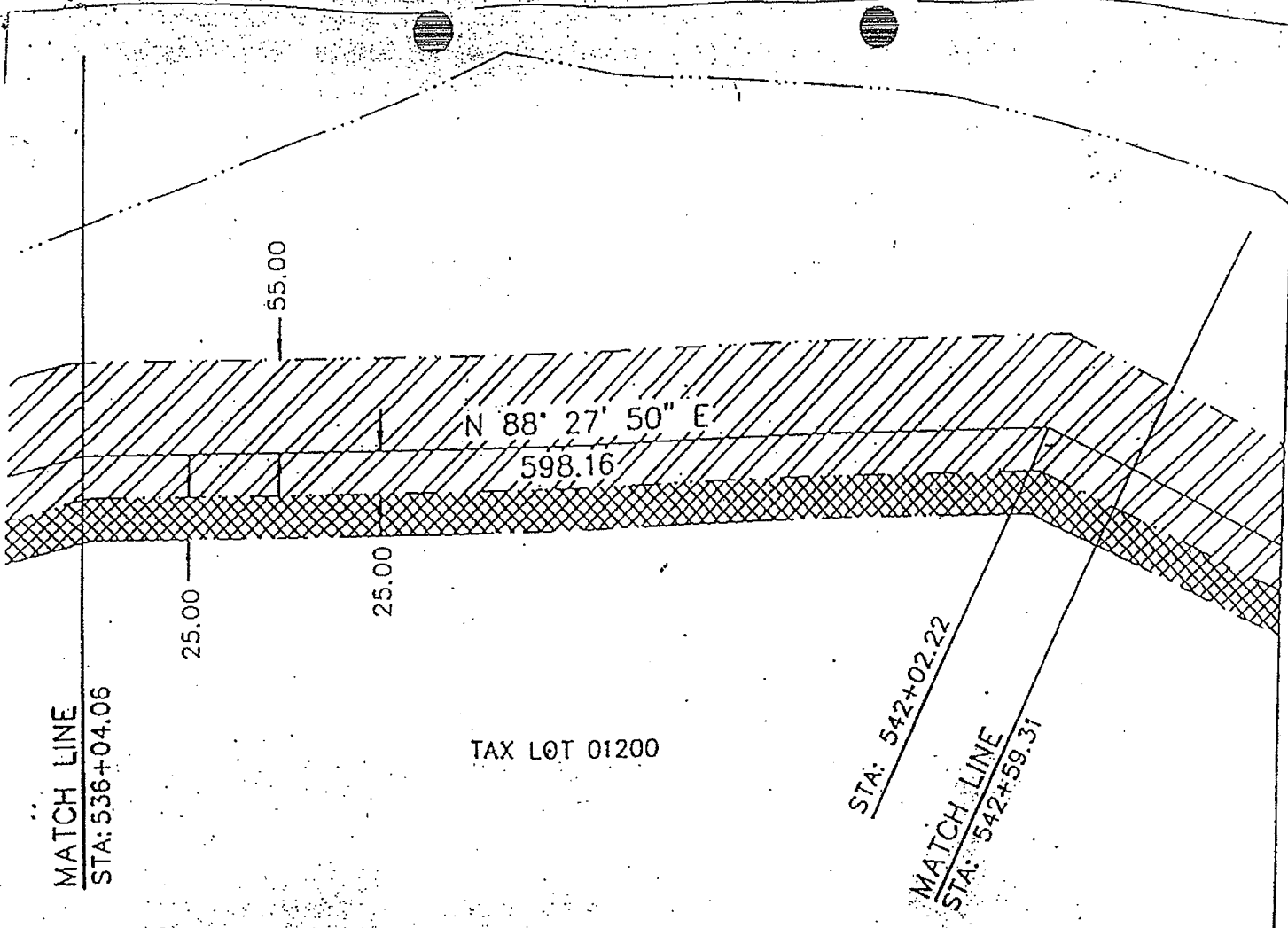
PAGE 1 OF 6

- PERMANENT PIPELINE EASEMENT
- CONSTRUCTION EASEMENT

EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND	AREA PERMANENT EASEMENT 296,057 ± SQ. FT. CONSTRUCTION EASEMENT 113,981 ± SQ. FT.	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS
	PROJECT PROPERTY ID NO. 103 & 117 TAX MAP 091W1000-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON	EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940234/799038

EXHIBIT D
 Page 4 of 9

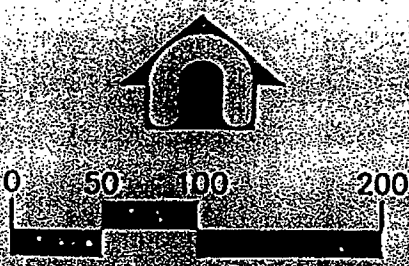
DATE: 01/13/00



MATCH LINE
STA: 536+04.06

STA: 542+02.22
MATCH LINE
STA: 542+59.31


TAX LOT 01200



DAVID EVANS AND ASSOCIATES, INC.
2626 S.W. CORBETT AVENUE
PORTLAND, OR 97201-4631 503 722-5633



PAGE 2 OF 6

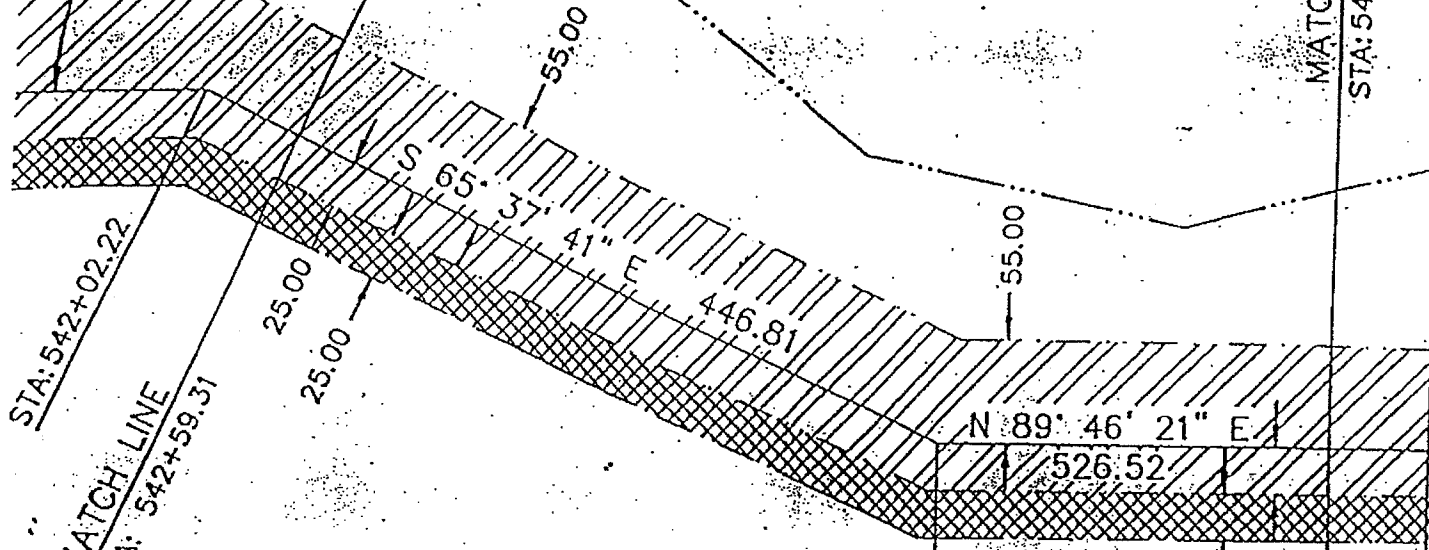
-  PERMANENT PIPELINE EASEMENT
-  CONSTRUCTION EASEMENT

<p>EXHIBIT "B"</p> <p>75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO CEREN ISLAND</p>	<p>AREA</p> <p>PERMANENT EASEMENT 296,057 ± SQ. FT.</p> <p>CONSTRUCTION EASEMENT 113,981 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
	<p>PROJECT PROPERTY ID. NO. 103 & 117</p> <p>TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>	<p>EASEMENT ACQUISITION MAP</p> <p>REVISED: 06/01/00</p> <p>P.N. 940234/799038</p>
<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT. STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>EXHIBIT D Page 5 of 9</p>	<p>By: Bwp DATE: 01/13/00</p>

N 38° 27' 50" E
598.16

TAX LOT 01200

MATCH LINE
STA: 548+61.98



TAX LOT 00300

STA: 546+49.03

25.00
25.00

10 11

15 14

TAX LOT
01200



DAVID EVANS
AND ASSOCIATES, INC.
2828 S.W. CORBETT AVENUE
PORTLAND, OR 97201-3311

PAGE 3 OF 6

- PERMANENT PIPELINE EASEMENT
- CONSTRUCTION EASEMENT

EXHIBIT "B"

75" MGD WATER TRANSMISSION LINE
TURNER CONTROL TO GEREN ISLAND

SANTIAM PROPERTIES, LLC
1840 PACIFIC CT, STAYTON, OR 97383
REEL 1409 PAGE 322

AREA
PERMANENT EASEMENT
296,057 ± SQ. FT.
CONSTRUCTION EASEMENT
113,981 ± SQ. FT.

PROJECT PROPERTY ID. NO
103 & 117
TAX MAP 091W10DD-01200
TAX MAP 091W14-00300
MARION COUNTY, OREGON

CITY OF SALEM
DEPARTMENT OF
PUBLIC WORKS

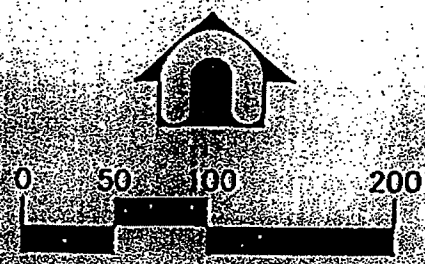
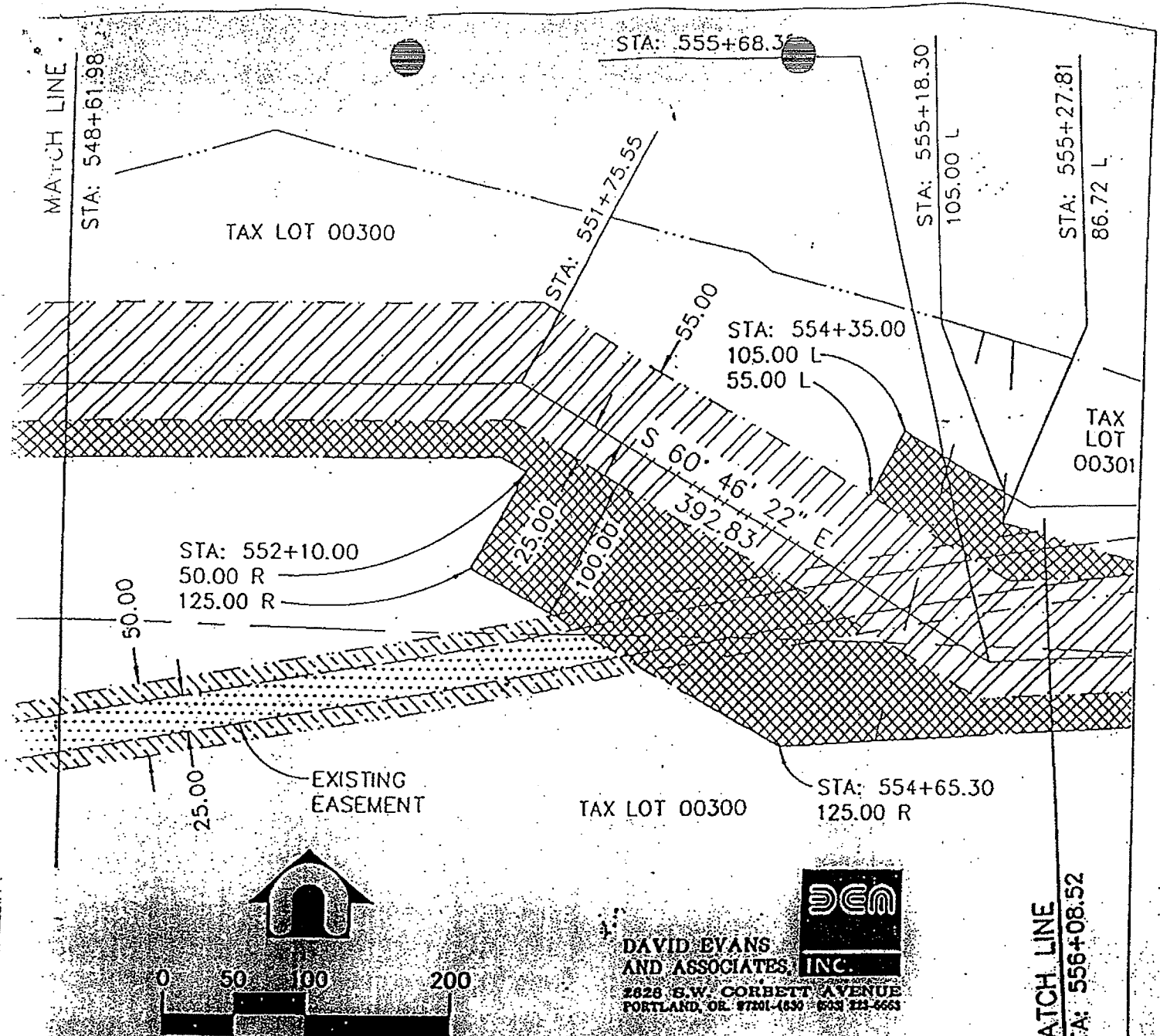
EASEMENT
ACQUISITION MAP

REVISED: 06/01/00

P.N. 940234/799038




BY:

DATE: 04/15/00



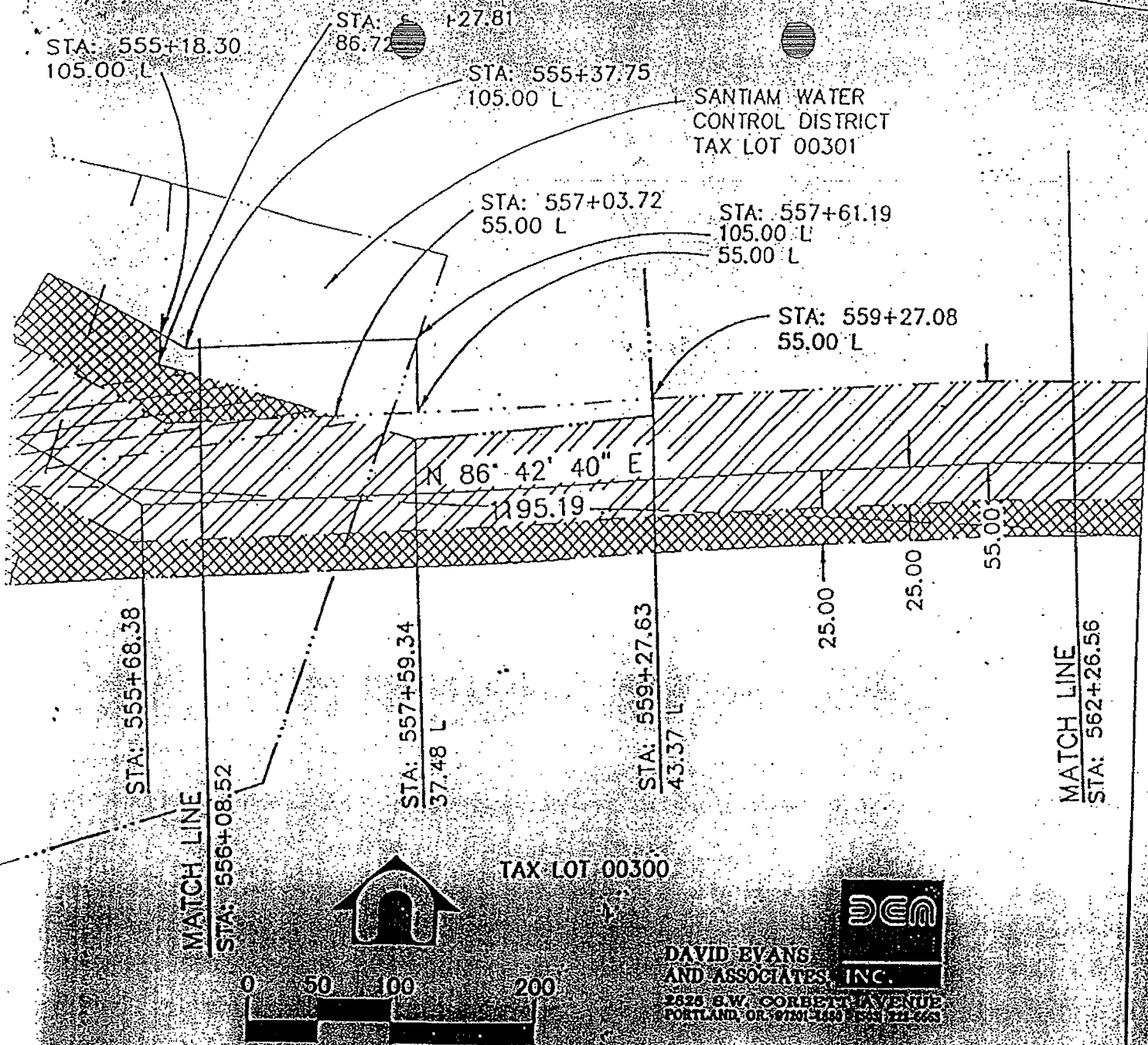
DAVID EVANS AND ASSOCIATES, INC.
 2828 S.W. CORBETT AVENUE
 PORTLAND, OR 97201-4850 503 224-6663

PAGE 4 OF 6

-  PERMANENT PIPELINE EASEMENT
-  CONSTRUCTION EASEMENT
-  ADDITIONAL PIPELINE EASEMENT
-  EXISTING 25 FOOT PIPELINE EASEMENT

MATCH LINE
STA: 556+08.52

EXHIBIT "B" 75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND	AREA PERMANENT EASEMENT 296,057 ± SQ. FT. CONSTRUCTION EASEMENT 113,981 ± SQ. FT.	CITY OF SALEM DEPARTMENT OF PUBLIC WORKS
	PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON	EASEMENT ACQUISITION MAP REVISED: 06/01/00 P.N. 940234/799038
SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STAYTON, OR 97383 REEL 1409 PAGE 322 EXHIBIT D Page 7 of 9		By: Bwph DATE: 04/13/00



SANTIAM WATER CONTROL DISTRICT
TAX LOT 00301

N 86° 42' 40" E
1195.19

TAX LOT 00300



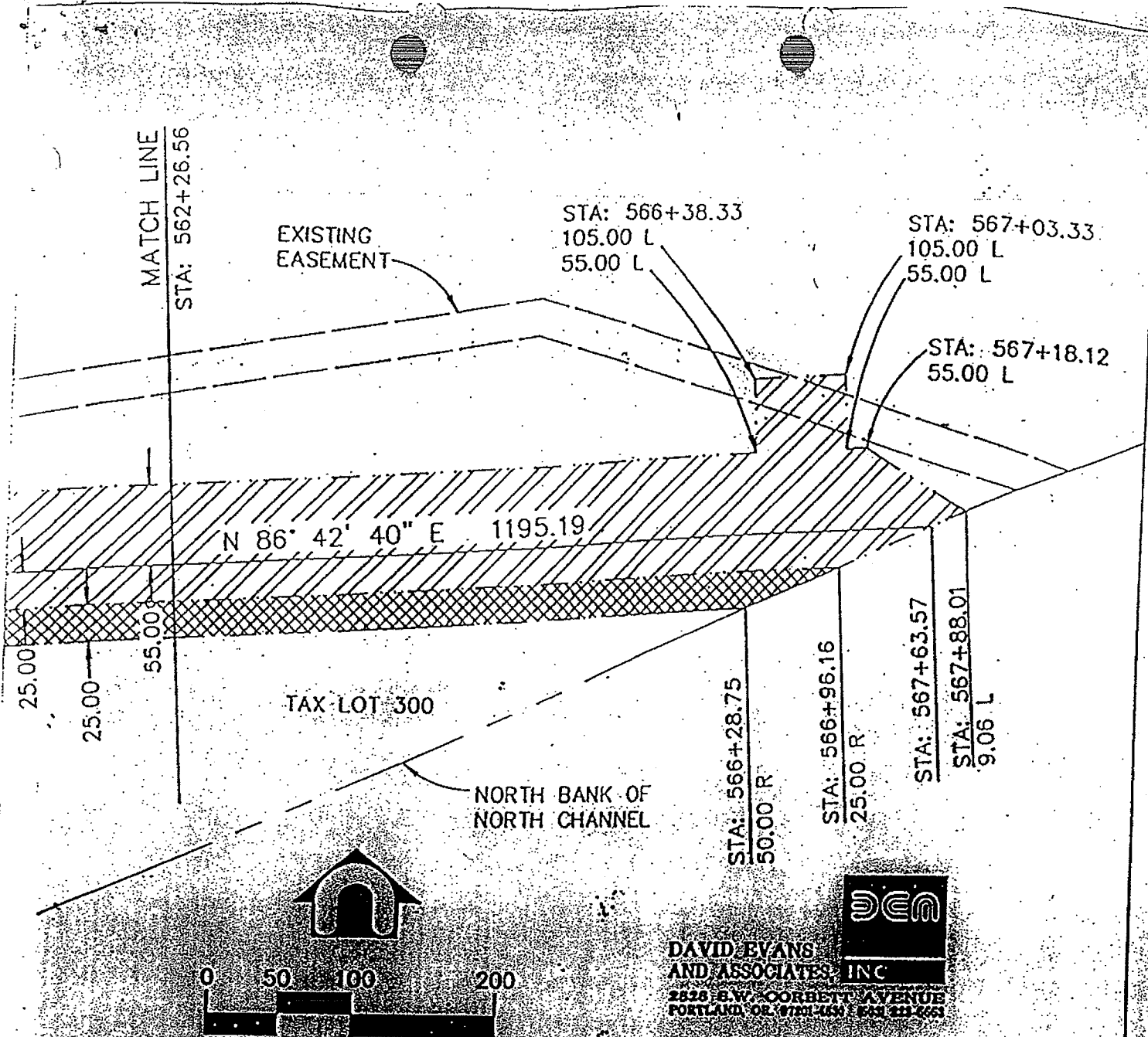
DAVID EVANS AND ASSOCIATES, INC.
2628 SW CORBETT AVENUE
PORTLAND, OR 97201-4467



- PERMANENT PIPELINE EASEMENT
- CONSTRUCTION EASEMENT

PAGE 5 OF 6

<p>EXHIBIT "B"</p> <p>75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA</p> <p>PERMANENT EASEMENT 296,057 ± SQ. FT.</p> <p>CONSTRUCTION EASEMENT 113,981 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
	<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CT, STATION, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103-2-117</p> <p>TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>
<p>EXHIBIT D Page 8 of 9</p>		<p>50.8 mm DATE: 07/13/00</p>



DAVID EVANS AND ASSOCIATES, INC.
 2828 S.W. CORBETT AVENUE
 PORTLAND, OR 97201-4631 FAX 503-233-6663



PAGE 6 OF 6

-  PERMANENT PIPELINE EASEMENT
-  CONSTRUCTION EASEMENT

<p>EXHIBIT "B"</p> <p>75 MGD WATER TRANSMISSION LINE TURNER CONTROL TO GEREN ISLAND</p>	<p>AREA</p> <p>PERMANENT EASEMENT 296,057 ± SQ. FT.</p> <p>CONSTRUCTION EASEMENT 113,981 ± SQ. FT.</p>	<p>CITY OF SALEM DEPARTMENT OF PUBLIC WORKS</p>
	<p>SANTIAM PROPERTIES, LLC 1840 PACIFIC CL, STAYTON, OR 97383 REEL 1409 PAGE 322</p>	<p>PROJECT PROPERTY ID. NO. 103 & 117 TAX MAP 091W10DD-01200 TAX MAP 091W14-00300 MARION COUNTY, OREGON</p>
<p>EXHIBIT D Page 9 of 9</p>		<p>Dr: Geph DATE: 07/13/09</p>

REEL: 3151

PAGE: 391

February 18, 2010, 01:24 pm.

CONTROL #: 266355

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 201.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

EASEMENT

This agreement made and entered into this 31st day of October, 1984 by and between Santiam Water Control District, hereinafter called the District and Roy H. Webster hereinafter called Webster.

WHEREAS, the District is the record owner of certain real estate located in Marion County, Oregon and the parties wish to enter into an agreement to grant to Webster an easement for ingress and egress, NOW, THEREFORE

In consideration for \$1.00 and other good and valuable consideration the District hereby grants to Webster an easement for ingress and egress as described in Exhibit "A" attached hereto and by this reference incorporated herein as though fully set forth.

The parties further agree that Santiam Water Control District may install and maintain a locked gate or gates over and across the easement described herein for the purpose of excluding the public from the easement area and the District's lands to the east of the easement and Roy H. Webster, his heirs, successors and assigns agree to keep the gate locked at all times unless instructed otherwise by the Santiam Water Control District, in writing. In the event that Roy H. Webster should subdivide the property which this easement is appurtenant to, namely those lands described in Exhibit "B" attached hereto and by this reference incorporated herein as though fully set forth, so that other parties may have an interest in the land or lands described in Exhibit "B", are entitled to access thereto, said assignees, heirs or successors to Roy H. Webster shall be provided a key to the locked gate mentioned above and as a condition of this easement remaining in full force and effect and as a

Page 1. Easement

condition of having a key of said locked gate or the combination to any locks placed on or by the Santiam Water Control District, the undersigned, his heirs, successors or assigns also agree to keep the gate locked at all times unless provided with written notice otherwise by the Santiam Water Control District.

The parties further understand that a power facility operated by Roy Rausch crosses the easement area and has improvements located in the easement area and the grantee hereunder Roy H. Webster takes this easement subject to the rights of the operator of said power facilities and the need by the operator of said power facilities to service the same and to, from time to time, render the easement area impassable by reason of the operation and the maintenance thereof.

The Grantee hereunder, Roy H. Webster, also takes this easement subject to the superior right of the Santiam Water control District to utilize the easement area for the normal operations of the District which may render and place the easement area in a condition that makes it impassable from time to time as the District in their normal operation may see fit. Roy H. Webster also takes this easement subject to the superior right of the Santiam Water Control District to accomplish construction work, maintenance and improvements in the easement area and the ditches and areas adjacent to the easement for whatever purpose the District deems to be a reasonable District purpose.

The parties further agree that Roy H. Webster shall hold the Santiam Water Control District harmless from any and all claims and damages suffered by the District by reason of their use of the

easement area for any purpose and Roy H. Webster agrees to indemnify and hold harmless the Santiam Water Control District, their agents and employees from and against all claims, damages, lawsuits and expenses, including attorney's fees in the event it shall become necessary to file any action or to defend any action or law suit arising out of the use of the easement by Roy H. Webster of his heirs, successors and assigns or which may arise out of the use or existence of this easement, either directly or indirectly, for bodily injury, illness, death or property damage, including loss of use, whether or not the Santiam Water Control District, their agents and employees are negligent. This agreement shall bind and inure to the benefit of the parties' heirs, successors and assigns.

IN WITNESS WHEREAS the parties hereto have subscribed this instrument on this the 25 day of January, 1985.

Roy H. Webster
Roy H. Webster

STATE OF OREGON)
) ss.
County of Marion)

On the 25th day of January, 1985, personally appeared the above named Roy H. Webster and acknowledge the foregoing instrument to be his voluntary act and deed.

Rose M. Coe
Notary Public for Oregon
My Commission Expires: 9-1-86

BY: Raymond Boston
Santiam Water Control District
Title VICE-PRESIDENT

BY: Dan Wilson
Santiam Water Control District
Title Sec. / Treasurer / mgr.

STATE OF OREGON)
) ss.
County of Marion)

On the 31st day of October, 1984, personally appeared Donald Wilson & Raymond Bertog, who being duly sworn, each for himself and not one for the other, did say that the former is the Chairman of the Board and that the latter is the Secretary of Santiam Water Control District, a municipal corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

A. F. Bostwick
Notary Public for Oregon
My Commission Expires: 2-10-84

AFTER RECORDING RETURN TO:
Roy H. Webster
3230 S. W. GALE AVE.
PORTLAND, OREGON 97201

EXHIBIT "A"

Beginning at the interesection of the Southerly meander line of the D. S. Stayton Mill Race, also known as the Reid Canal, with an extension of the East line of 4th Street extended South; thence Easterly along said meander line to a point 1060.16 feet East and 200 feet, more or less, North from the quarter corner between Sections 10 and 15, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 30 feet; thence Westerly meandering with said Southerly bank on a line South therefrom to a point 30 feet South from the place of beginning; thence North 30 feet to the place of beginning.

ALSO a parcel of land 20 feet in width, the center line of which is described as follows:

Beginning at a point 1060.16 feet East and 190 feet, more or less, North from the quarter corner between Sections 10 and 15, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence Easterly 2530 feet, more or less, on a line parallel with and 10 feet Southerly from bank to 500 feet East the East line of said Section 10, and there terminating.

EXHIBIT "B" ^{AM}

Tract I

The Northwest quarter of Section 14, Township 9 South, Range 1 West, Willamette Meridian, Linn County, Oregon; EXCEPT that portion situated South of the center line of the North channel of the North Santiam River.

Tract II

Commencing at the Northwest corner of Section 14, Township 9 South, Range 1 West, Willamette Meridian; thence East along the North line of said Section a distance of 36 rods; thence North $13 \frac{1}{3}$ rods; thence West parallel with said North line a distance of 36 rods to the West line of Section 11; thence South $13 \frac{1}{3}$ rods to the place of beginning.

Tract III

Lot 5 in Section 11 and Lot 1, in Section 10, Township 9 South, Range 1 West, Willamette Meridian, in Marion and Linn Counties, Oregon. SAVE AND EXCEPT a strip of land 153 feet in length on the South side of Florence Street heretofore conveyed by deed to Stayton Woolen Mills, also a strip of land heretofore conveyed by deed to the Stayton Water Power Company for a right-of-way for a water ditch, and also a piece or parcel of land South of the Willow Dam heretofore conveyed by deed to Stayton Water Power Company, for a log pond.

SAVE AND EXCEPT all roads and roadways, ditches, canals, and rights-of-ways.

EXHIBIT "B "

EXHIBIT B Page 1 OF 6

EXHIBIT "B"

Beginning at a point on the East line of a tract of land described in deed recorded in Volume 231, Page 606, Deed Records for Marion County, Oregon, which is 180.0 feet West and 166.0 feet South of the Southeast corner of Block 6, City of Stayton, Marion County, Oregon; thence East 34.0 feet; thence South 30.0 feet to the Section line between Sections 10 and 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence South to the center of the tail race slough; thence Easterly to the Westerly line of a tract of land described in deed to Harry J. Rowe by deed recorded in Volume 225, Page 262, Deed Records for Marion County, Oregon; thence Northerly along the Westerly line of said Rowe Tract to the Northwest corner thereof; thence North 74° 22' East 26.0 feet to the Northeast corner of said Rowe Tract; thence North 74° 22' East 26.0 feet; thence North 53° 16' East 34.1 feet; thence North 70° 42' East 21.2 feet; thence North 75° 0' East 67.98 feet, more or less, to the Northwest corner of a tract of land described in a deed to F. W. Lau and wife by deed recorded in Volume 220, Page 159, Deed Records for Marion County, Oregon; thence North 10.0 feet to the Northwest corner of a tract of land described in a deed recorded in Volume 225, Page 402, Deed Records for Marion County, Oregon; thence Northeastly along the Northwesterly line of said last parcel to the Northeast corner thereof; thence to the Northwest corner of a tract of land described in that certain deed to the Stayton Flour Mills recorded in Volume 188, Page 353, Deed Records for Marion County, Oregon; thence along the Northerly line of said Stayton Flouring Mills tract, as follows: North 60° East 30.3 feet; thence North 56° East 40.3 feet; North 63° 30' East 37.0 feet; East 163.0 feet; thence North 80° 30' East 134.0 feet to the Northeast corner of said Stayton Flouring Mills Tract; thence South 36.0 feet, more or less, to the Northwest corner of a tract of land described in deed recorded in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East along the North line of said tract 112.8 feet to the West line of a 100 x 100 foot tract described in deed recorded in Volume 98, Page 176, Deed Records for Marion County, Oregon; thence North 18.0 feet, more or less, to the Northwest corner of last said tract; thence East 100.0 feet to the Northeast corner thereof; thence South 7.9 feet to the North line of said tract described in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East 121.6 feet to an angle in the North line of last said tract; thence South 80° 24' East along the North line of last said tract and an Easterly extension thereof, 262.1 feet, more or less, to a point due North of a point 1519.00 feet East of the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South to said point 1519.00 feet East of said quarter section corner; thence East 293.00 feet to an iron pipe on the West line of a spillway; thence South 28° 25' West along the West line of said spillway 220.00 feet to an iron pipe; thence South 66° 35' East 440.17 feet to an iron pipe set on the North bank of the North channel of the North fork of the Santiam River (as located in December, 1957); thence Easterly following said North bank to a point on the Section line South 360.0 feet, more or less, from the section corner common to Sections 10, 11, 14 and 15, in said Township and Range; thence North on the section lines to a point 220.0 feet North of said common corner which is also the Northwest corner of a 3 acre tract excepted in that certain deed recorded in Volume 190, Page 272, Deed Records for Marion

EXHIBIT "B"

EXHIBIT B Page 2 of 6

County, Oregon; thence East 694.0 feet to the Northeast corner thereof; thence South 220.0 feet to the Southeast corner thereof, on the section line between Sections 11 and 14 in said Township and Range; thence East along last said Section line 1576 feet, more or less, to an iron pipe on the North bank of the North fork of the Santiam River (as located in December, 1957); thence North 55° 31' East 443.37 feet to an iron pipe; thence North 12° 21' East 197.44 feet to an iron pipe; thence North 54° 56' East 228.86 feet to an iron pipe; thence North 14° 14' East 176.19 feet to an iron pipe set at the intersection of the Northwestern bank of said North fork and the South bank of the Salem Ditch; thence South 76° 13' West 111.42 feet to an iron pipe set on said South bank; thence South 68° 30' West following said South bank, 182.00 feet to an iron pipe set on said South bank on the line dividing Section 11 in said Township and Range into East and West halves; thence in a Westerly and Southerly direction, following said South bank, to a point which is South 39.0 feet; thence South 44° 08' 30" East 40.12 feet and South 84° 31' East 111.7 feet from the Northeast corner of a tract of land conveyed to A. C. Hepburn by deed recorded in Volume 41, Page 109, Deed Records for Marion County, Oregon; thence North 84° 31' West 111.7 feet; thence South 50° 11' West 271.9 feet; thence South 25° 53' West 172.4 feet; thence South 74° 51' West 332.00 feet; thence South 76° 01' West 62.0 feet to the Southwest corner of said Hepburn tract; thence South 13.0 feet; thence South 57° 10' West 36.9 feet; thence South 63° 09' West 53.8 feet; thence West 78.4 feet to the Southeast corner of the English Tract; thence South 74° 06' West 132.6 feet; thence South 81° 38' West 101.1 feet to the Southwest corner of said English Tract; thence West following the North bank to the ditch to a point in Clark Addition, Block in Stayton; thence South 63° 26' West 174.4 feet to a point on the South line of Water Street 60.0 feet South and 60.0 feet East of the Southeast corner of Block 6, Town of Stayton, Marion County, Oregon; thence West along the South line of Water Street 30.0 feet; thence South 24.0 feet; thence South 51° 20' West 33.4 feet; thence West along the North bank of the ditch 20.0 feet; thence South 74° 22' West 26.0 feet to the Southwest corner of the second parcel described in deed recorded in Volume 179, Page 96, Deed Records for Marion County, Oregon; thence North 5.0 feet to the Southeast corner of the first parcel conveyed in that certain deed to Mountain States Power Company, recorded in Volume 420, Page 578, Deed Records for Marion County; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of the second parcel described in deed recorded in Volume 222, Page 300, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of a tract of land conveyed to Frank and George Schlies by deed recorded in Volume 327, Page 673, Deed Records for Marion County, Oregon; thence West 40.0 feet to the Southwest corner thereof; thence North along the West line of said Schlies tract 30.0 feet; thence West 11.0 feet to the Northeast corner of a tract of land conveyed to Mountain States Power Co, by deed recorded in Volume 178, Page 478, Deed Records for Marion County, Oregon; thence South 70.0 feet to the Southeast corner thereof; thence West 34.0 feet to the Southwest corner thereof; thence South 6.0 feet, more or less, to the point of beginning, being situated in Sections 10, 11 and 15, in Township 9 South, Range 1 West, Willamette Meridian, in Marion County, and Linn County, Oregon.

EXHIBIT "B"

EXHIBIT B Page 3 of 6

SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of Marion County, Oregon.
SAVE AND EXCEPT that portion deeded June 24, 1966 in Book 317, Page 693, Deed Records.
ALSO SAVE AND EXCEPT: all rivers, streams ditches, canals and rights-of-way.

EXHIBIT "B"

Exhibit B Page 4 of 6

EXHIBIT "B" ✓

Parcel I

Beginning at a point 1319.00 feet East of the quarter corner between Sections 10 and 15, in Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence East 293.00 feet to an iron pipe on the West line of spillway; thence South 28° 23' West, along the West line of said spillway to the Linn County line and 1850 meander line of the Santiam River; thence Northeastly along the line between Linn County and Marion County, to a place of the meander of the South bank of the Reid Canal; thence North 87° 15' West 91 feet, more or less, to an iron pipe; thence North 80° 58' West 71.50 feet to an iron pipe; thence South 64° 45' West 154.47 feet to an iron pipe; thence South 66° 21' West 183.88 feet to an iron rod; thence North 85° 57' West 205.47 feet to an iron rod; thence South 28° 40' West 141.29 feet; thence South 73° 26' West 202.35 feet; thence South 50 feet; thence South 80° 24' East 14 feet, more or less, thence South 188.60 feet to the point of beginning.

Parcel II

Beginning at a point on the intersection of the Marion County-Linn County line and the Northwest line that divided Section 11, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, into East and West halves; thence North 210 feet, more or less, to a point that is the South line of a parcel described in Tract 6 of instrument recorded March 4, 1958, in Book 509, Page 129, Deed Records for Marion County, Oregon; thence Westerly along said South line, to the East bank of Reid Canal; thence in a Southwesterly direction along said ditch of the Marion-Linn County Line; thence Easterly along said Marion-Linn County line to the place of beginning.

EXHIBIT "B"

EXHIBIT B Page 5 of 6

EXHIBIT " B "

Commencing at an iron pipe 10 feet South of a point 493 feet East of the Southeast corner of the Mulkey Block in the Town of Stayton, Marion County, Oregon, and running thence South 10 feet to an iron pipe; thence East 153 feet to an iron pipe; thence South to an iron pipe which is 15 feet North of the North line of the Stayton Water Company's Ditch; thence Easterly along a line 15 feet North of the Northerly line of said Stayton Water Company's Ditch to an iron pipe which is South a distance of 54.93 feet and East a distance of 229.51 feet from the place of beginning; thence North 54.93 feet to an iron pipe; thence West a distance of 229.91 feet to the place of beginning.

Not shown by title

EXHIBIT " B "

EXHIBIT B Page 6 of 6

AFTER RECORDING, RETURN TO:

Santiam Properties, LLC.
1840 Pacific Court
Stayton OR 97183

COPY

EASEMENT AGREEMENT

THIS AGREEMENT creating easements is made by and between Santiam Properties, LLC., an Oregon Limited Liability Company, herein referred to as "the LLC," and the Santiam Water Control District, a municipal corporation, herein referred to as "the SWCD."

RECITALS:

A. The LLC is an Oregon Limited Liability Company and the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The SWCD is an Oregon municipal corporation formed and operating pursuant to ORS Chapter 553. The SWCD owns and operates the Reid Canal, which conveys water from the North Santiam River for irrigation of land located within and without the boundaries of the SWCD, for the generation of hydroelectric power and for the delivery of municipal water to the city of Stayton.

C. The land owned by the LLC is currently used as farm land. The LLC has purchased the land for investment purposes and intends to develop the land for residential and/or commercial purposes and seeks an additional access between two pieces of land on either side of the Reid Canal.

D. The SWCD intends to construct fish screens in the channel of the Reid Canal and as part thereof to construct a fish bypass pipeline across the LLC's land from the Reid Canal to the North Santiam River.

E. In addition, the SWCD has maintained an access road for maintenance of the Reid Canal and the head gates and other improvements located on or adjacent to the canal, which road generally follows the course of the Reid Canal along its southerly bank and crosses a portion of the LLC's real property.

F. The parties, by this Easement Agreement, intend to provide perpetual easements and rights-of-way for the construction by the LLC of an additional access by bridge across the Reid Canal, and for the construction of a fish bypass pipeline from the Reid Canal to the North Santiam River.

7900

AGREEMENT

NOW, THEREFORE, in consideration of the grants of easement from one party to the other and the other agreements herein contained, the SWCD and the LLC severally and mutually agree and covenant as follows:

1. This Easement Agreement and the easements and rights-of-way created herein shall be perpetual, and the warranties, covenants, and agreements shall run with and bind the real property owned by the parties described on Exhibit "A" and described as the Reid Canal, and shall bind the parties' successors and assigns in perpetuity.

2. The SWCD does hereby grant and convey unto the LLC an easement and right-of-way sixty (60) feet in width and sufficient in length to traverse the distance between the LLC parcel on the north and the LLC parcel on the south. The easement will run at right angles to the canal, more or less, and is for the construction, operation, and maintenance of a crossing and crossing structure across the Reid Canal. The general location of the easement will be at the east end of Florence Street, Stayton, Oregon. The exact location will be determined at a later time and a document amending this agreement and incorporating the necessary information will be signed and recorded to the reasonable and mutual satisfaction of both parties. The purpose of the easement is to provide for all necessary and reasonable functions associated with streets and easements to fully developed properties. These include, but are not limited to ingress and egress, sewer lines, waterlines, electrical power lines, telephone, and other communication lines, and any and all other utility lines. The grant of this easement and right-of-way shall be subject to the following terms and conditions:

a. No construction or alteration of the crossing shall take place until the design of the crossing has been reviewed and approved by the SWCD, which review shall occur in a timely manner. The SWCD's approval of design shall not be unreasonably withheld. The crossing shall be constructed as designed and shall thereafter be maintained by the LLC in a safe and good condition.

b. The LLC shall not place anything in, on, or around the crossing or canal without the SWCD's prior written approval. The LLC acknowledges that the SWCD will not approve any alteration, addition, or construction that may impede the flow in the canal or that may limit or interfere with the SWCD's operation and maintenance of the canal.

c. The LLC shall designate, and may change from time to time, one person who shall have authority and responsibility for communicating and receiving communications from the SWCD and implementing such maintenance and other direction as may be reasonably required from time to time.

d. As further consideration for the grant of the easement for the crossing by the

SWCD to the LLC, the LLC does hereby absolve, waive, and release the SWCD from any and all claims of liability for any damages or injuries to persons or property, which may hereafter occur, in connection with the ownership, operation, and maintenance of the SWCD's irrigation and drainage systems. Said waiver shall include, without limiting the breadth thereof, a claim of negligence, nuisance, and trespass from seepage, high ground water, weeds, pests, smoke, dust, noise, odor, or arising from the standard operation and maintenance of the system, and for damages arising from injuries and loss of life to animals and people occurring on the right-of-way, the structures, and facilities of the SWCD.

3. The LLC does hereby grant and convey to the SWCD a right-of-way and easement twenty (20) feet in width along the existing gravel road that generally parallels the Reid Canal from Water Street to the head gate works. The purpose is to provide to the SWCD and its employees access, ingress and egress, for the construction of a fish screen facility and a fish bypass pipe and for the maintenance and repair of those facilities as well as for the maintenance of the existing Reid Canal. For the purpose of this easement, the width shall be construed to include the area between the south edge of the road and the south edge of the water in the Reid Canal. In addition, the LLC does hereby grant and convey to the SWCD an additional easement twenty-five (25) feet in width along the south edge of the Reid Canal from the east edge of the SWCD property at the head gate in an easterly direction to its intersection with the ordinary high water mark in the North Santiam River. The purpose of this easement is to maintain the existing canal and is limited to SWCD and their personnel and equipment.

This Easement Agreement is conditioned as follows:

a. The SWCD acknowledges that the easement, to the extent it has been developed, consists of a dirt road. The SWCD may improve any part or all of the easement provided, however, that the LLC shall have no obligation to participate financially in any such improvement.

b. The SWCD shall maintain gates or similar barriers to control or limit access by the public or other persons to said road.

4. The LLC does hereby grant unto the SWCD a right-of-way and easement twenty (20) feet in width from the Reid Canal across the LLC's land to the North Santiam River for the purpose of installing, maintaining, repairing, and replacing a fish bypass pipe and appurtenances that will be placed in the easement with a minimum of twenty four (24) inches of cover. The exact size and location of the easement will be determined at a later time but will be generally located 1100 feet east of the section corner at sections 10, 11, 14 and 15, and will run in a southerly direction from the Reid Canal to the North Santiam River. The SWCD may use the easement for inspecting, operating, maintaining, repairing, and replacing the pipe as is reasonably necessary for the proper operation and maintenance of the bypass pipe. In addition, the LLC conveys and grants to the SWCD an additional easement and right-of-way adjacent to the Reid Canal an area of 2,000 square feet for the purpose of the installation, operation, and

maintenance of the SWCD's fish screens, which serve as the head of said bypass pipe. In addition, the LLC conveys and grants to the SWCD a temporary construction easement sixty (60) feet in width the length of and centered on the twenty (20) foot easement, for the purpose of constructing and installing the fish bypass pipe. This sixty (60) foot temporary construction easement will commence the day the easement amendment showing the exact location is signed by both parties and will continue for a period of three (3) years, at which time the easement will terminate.

This Easement Agreement is subject to the following conditions:

a. At such time as the SWCD, its engineers, and the LLC have determined the exact location for the fish screen structure, the bypass pipe and the related easement locations, the SWCD shall cause these to be permanently marked by a licensed surveyor. The SWCD will also have the easement amendments drawn up, signed by all interested parties, and recorded, with a copy sent to the LLC.

b. This agreement may be modified by mutual agreement by amendment.

c. The LLC will place statements in the deed restrictions of all developments on this property that no permanent dwellings will be built on these easements. The deed restrictions will also include provisions binding residents to the verbiage of page 2, item 2, section d. concerning release of liability.

5. Each of the easements created hereby are subject to the following terms and conditions:

a. Each easement shall include the right of the grantee, its contractors, and employees to vehicular ingress and egress over the area of the easements, at any and all times, for the purpose of accessing the grantee's facilities.

b. Each easement shall include the right of the grantee, its contractors, and employees to build and maintain a road over and upon the easement area, except for the fish bypass pipe easement, which shall have all roads removed by the time the construction easement terminates.

c. Each grantee will indemnify and hold the grantor and its assigns harmless from claims or injury to person or property as a result of the negligence or other wrongful conduct of the grantee, its agents, and employees in the use of the easements. Before commencing any improvement of an easement, the party performing the improvement or its contractor shall procure and maintain broad-form public liability insurance with minimum combined limits of not less than \$1 million. Provided, however, that the SWCD's liability shall not exceed the limits provided by the Oregon Tort Claim Act, ORS 30.260, et. seq. Said policy shall provide liability coverage for any act or omission relating to the improvement of the easement and to all

land on which the easement is located as an additional insured or shall provide such policy benefits in another form as the owner would have if named as an additional insured.

d. No party shall unreasonably curtail or impede the use of any of the easements.

c. The party making any improvement to an easement shall be solely responsible for the maintenance of said improvements, unless the other party commences use of the improvement. Thereafter, the cost of maintenance shall be shared by each holder of an interest in the easement in proportion to the use made of the easement by each holder.

f. This agreement may be modified or amended at any time by mutual agreement. All amendments and modifications shall be recorded with copies sent to both the SWCD, the LLC, and their assigns.

15 IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day of February, 2001.

SANTIAM PROPERTIES, LLC.

By: Daniel E Branner
A Member

SANTIAM WATER CONTROL DISTRICT

By: Steven R. Kendall
Its President

By: [Signature]
Its Secretary

STATE OF OREGON, County of Marion) ss.

Personally appeared the above-named Daniel E. Brammer in his capacity as a duly authorized member and signatory of Santiam Properties, LLC., and acknowledged the foregoing instrument to be his voluntary act and deed in such capacity.

Before me this 1 day of February, 2001.



Lori Humphrey
Notary Public for Oregon
My Commission Expires: April 16, 2002

STATE OF OREGON, County of Marion) ss.

Personally appeared the above-named Steve Keddell and Larry Trossi in their capacities as President and Secretary respectively, of the Santiam Water Control District and executed the foregoing instrument in such capacities.

Before me this 1 day of February, 2001.



Lori Humphrey
Notary Public for Oregon
My Commission Expires: April 16, 2002

1491

Jul 14, 1997

Exhibit A

Order No. 222746-M
PRELIMINARY TITLE REPORT
July 7, 1997
Page 6

TRACT I:

The Northwest Quarter of Section 14, Township 9 South, Range 1 West, Willamette Meridian, formerly in Linn County, Oregon; EXCEPT that portion situated South of the center line of the North channel of the North Santiam River.

TK PTW
300

TRACT II:

Commencing at the Northwest corner of Section 14, Township 9 South, Range 1 West, Willamette Meridian; thence East along the North line of said Section a distance of 36 rods; thence North 13 1/3 rods; thence West parallel with said North line a distance of 36 rods to the West line of Section 11; thence South 13 1/3 rods to the place of beginning.

PTW

TRACT III:

Lot 5 in Section 11 and Lot 1, in Section 10, Township 9 South, Range 1 West, Willamette Meridian, in Marion and Linn Counties, Oregon.

SAVE AND EXCEPT a strip of land 153 feet in length on the South side of Florence Street heretofore conveyed by deed to Stayton Woolen Mills, and also a strip of land heretofore conveyed by deed to the Stayton Water Power Company for a right-of-way for a water ditch, and also a piece or parcel of land South of the Willow Dam heretofore conveyed by deed to Stayton Water Power Company for a log pond.

ALSO SAVE AND EXCEPT all roads and roadways, ditches, canals and right-of-ways.

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11497

Jul 14, 1997

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TRACT IV:

Beginning at a point on the East line of a tract of land described in deed recorded in Volume 231, Page 606, Deed Records for Marion County, Oregon, which is 180.0 feet West and 166.0 feet South of the Southwest corner of Block 6, City of Stayton, Marion County, Oregon; thence East 34.0 feet; thence South 30.0 feet to the Section line between Sections 10 and 15, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence South to the center of the tail race slough; thence Easterly to the Westerly line of a tract of land described in deed to Harry J. Rowe by deed recorded in Volume 225, Page 262, Deed Records for Marion County, Oregon; thence Northerly along the Westerly line of said Rowe tract to the Northwest corner thereof; thence North 74° 22' East 26.0 feet to the Northeast corner of said Rowe tract; thence North 74° 22' East 26.0 feet; thence North 53° 16' East 34.1 feet; thence North 70° 42' East 21.2 feet; thence North 75° 0' East 67.98 feet, more or less, to the Northwest corner of a tract of land described in a deed to F.W. Lau and wife by deed recorded in Volume 220, Page 159, Deed Records for Marion County, Oregon; thence North 10.0 feet to the Northwest corner of a tract of land described in a deed recorded in Volume 225, Page 402, Deed Records for Marion County, Oregon; thence Northeasterly along the Northwesterly line of said last parcel to the Northeast corner thereof; thence to the Northwest corner of a tract of land described in that certain deed to the Stayton Flour Mills recorded in Volume 188, Page 353, Deed Records for Marion County, Oregon; thence along the Northerly line of said Stayton Flouring Mills tract, as follows: North 60° East 30.3 feet; North 56° East 40.3 feet; North 63° 30' East 37.0 feet; East 165.0 feet; North 80° 30' East 134.0 feet to the Northeast corner of said Stayton Flouring Mills tract; thence South 36.0 feet, more or less, to the Northwest corner of a tract of land described in deed recorded in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East along the North line of said tract 112.8 feet to the West line of a 100 x 100 foot tract described in deed recorded in Volume 98, Page 176, Deed Records for Marion County,

11497

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Oregon; thence North 18.0 feet, more or less, to the Northwest corner of last said tract; thence East 100.00 feet to the Northeast corner thereof; thence South 7.9 feet to the North line of said tract described in Volume 188, Page 354, Deed Records for Marion County, Oregon; thence North 84° 02' East 121.6 feet to an angle in the North line of last said tract; thence South 80° 24' East along the North line of last said tract and an Easterly extension thereof, 262.1 feet, more or less, to a point due North of a point 1519.00 feet East of the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South to said point 1519.00 feet East of said quarter section corner; thence East 293.00 feet to an iron pipe on the West line of a spillway; thence South 28° 15' West along the West line of said spillway 220.00 feet to an iron pipe; thence South 66° 35' East 440.17 feet to an iron pipe set on the North bank of the North channel of the North fork of the Santiam River (as located in December, 1957); thence Easterly following said North bank to a point on the Section line South 360.0 feet, more or less, from the section corner common to Sections 10, 11, 14 and 15, in said Township and Range; thence North on the sections lines to a point 220.00 feet North of said common corner which is also the Northwest corner of a 3 acre tract excepted in that certain deed recorded in Volume 190, Page 272, Deed Records for Marion County, Oregon; thence East 694.0 feet to the Northeast corner thereof; thence South 220.0 feet to the Southeast corner thereof on the section line between Sections 11 and 14 in said Township and Range; thence East along last said Section line 1576 feet, more or less, to an iron pipe on the North bank of the North fork of the Santiam River (as located in December, 1957); thence North 55° 31' East 443.37 feet to an iron pipe; thence North 12° 21' East 197.44 feet to an iron pipe; thence North 54° 56' East 228.86 feet to an iron pipe; thence North 14° 14' East 176.19 feet to an iron pipe set at the intersection of the Northwesterly bank of said North fork and the South bank of the Salem Ditch; thence South 76° 13' West 111.42 feet to an iron pipe set on said South bank; thence South 68° 30' West following said South bank, 182.00 feet to an

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Jul 14, 1997

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iron pipe set on said South bank on the line dividing Section 11 in said Township and Range into East and West halves; thence in a Westerly and Southerly direction, following said South bank, to a point which is South 39.0 feet; South 44° 08' 30" East 40.12 feet and South 84° 31' East 111.7 feet from the Northeast corner of a tract of land conveyed to A.C. Hepburn by deed recorded in Volume 41, Page 109, Deed Records for Marion County, Oregon; thence North 84° 31' West 111.7 feet; thence South 50° 11' West 271.9 feet; thence South 25° 53' West 172.4 feet; thence South 74° 51' West 332.00 feet; thence South 76° 01' West 62.0 feet to the Southwest corner of said Hepburn tract; thence South 13.0 feet; thence South 57° 10' West 36.9 feet; thence South 63° 09' West 53.8 feet; thence West 78.4 feet to the Southeast corner of the English tract; thence South 74° 06' West 132.6 feet; thence South 81° 38' West 101.1 feet to the Southwest corner of said English tract; thence West following the North bank of the ditch to a point in Clark Addition, Block in Stayton; thence South 63° 26' West 174.4 feet to a point on the South line of Water Street 60.0 feet South and 60.0 feet East of the Southeast corner of Block 6, Town of Stayton, Marion County, Oregon; thence West along the South line of Water Street 30.0 feet; thence South 24.0 feet; thence South 51° 20' West 33.4 feet; thence West along the North bank of the ditch 20.0 feet; thence South 74° 22' West 26.0 feet to the Southwest corner of the second parcel described in deed recorded in Volume 179, Page 96, Deed Records for Marion County, Oregon; thence North 5.0 feet to the Southeast corner of the first parcel conveyed in that certain deed to Mountain States Power Company, recorded in Volume 420, Page 578, Deed Records for Marion County; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of the second parcel described in deed recorded in Volume 227, Page 300, Deed Records for Marion County, Oregon; thence West 25.0 feet to the Southwest corner thereof; thence South 5.0 feet to the Southeast corner of a tract of land conveyed to Frank and George Schlies by deed recorded in Volume 327, Page 673, Deed Records for Marion County, Oregon; thence West 40.0 feet to the Southwest corner thereof;

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thence North along the West line of said Schlies tract 30.0 feet; thence West 11.0 feet to the Northeast corner of a tract of land conveyed to Mountain States Power Co., by deed recorded in Volume 178, Page 478, Deed Records for Marion County, Oregon; thence South 70.0 feet to the Southeast corner thereof; thence West 34.0 feet to the Southwest corner thereof; thence South 6.0 feet, more or less, to the point of beginning, being situate in Sections 10, 11 and 15, in Township 9 South, Range 1 West, Willamette Meridian, in Marion County, Oregon, and Linn County, Oregon.

SAVE AND EXCEPT that portion deeded June 24, 1966, in Book 317, Page 693, Deed Records.

ALSO SAVE AND EXCEPT all rivers, streams, ditches, canals and rights-of-way.

SAVE AND EXCEPT:

Beginning at a point 3925.99 feet North 89° 55' 19" East and 85.15 feet North 0° 04' 41" East from the quarter corner on the South line of Section 10, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 77° 06' 00" East 187.74 feet; thence North 82° 42' 49" East 168.41 feet; thence North 7° 48' 46" West 161.85 feet, more or less, to the Southerly bank of the Reid Canal; thence Southwesterly along said bank to the Easterly end of a spillway dam; thence Westerly across said dam and continuing along said Southerly bank of the Reid Canal to a point North 0° 04' 41" East from the place of beginning; thence South 0° 04' 41" West 97.81 feet, more or less, to the place of beginning.

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TRACT V:

Beginning at a point 1519.00 feet East of quarter corner between Sections 10 and 15 in Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon; thence East 293.00 feet to an iron pipe on the West line of spillway; thence South 28° 25' West, along the West line of said spillway to the Linn County line and the 1850 meander line of the Santiam River; thence Northeasterly along the former line between Linn County and Marion County to a place on the meander of the South bank of the Reid Canal; thence North 87° 15' West 91 feet, more or less, to an iron pipe; thence North 80° 58' West 71.50 feet to an iron pipe; thence South 64° 45' West 154.47 feet to an iron pipe; thence South 66° 21' West 183.88 feet to an iron rod; thence North 85° 57' West 205.47 feet to an iron rod; thence South 28° 40' West 141.29 feet; thence South 73° 26' West 202.35 feet; thence South 50 feet; thence South 80° 24' East 14 feet, more or less; thence South 188.60 feet to the point of beginning.

TRACT VI:

Beginning at a point on the intersection of the former Marion County-Linn County line and the Northwest line that divides Section 11, Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, into East and West halves; thence North 210 feet, more or less, to a point that is the South line of a parcel described in tract 6 of instrument recorded March 4, 1958, in Book 509, Page 129, Deed Records for Marion County, Oregon; thence Westerly along said South line, to the East bank of Reid Canal; thence in a Southwesterly direction along said ditch to the former Marion-Linn County line; thence Easterly along said former Marion-Linn County line to the place of beginning.

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Jul 14, 1997

ALSO: A perpetual non-exclusive easement 30 feet in width lying within the following described property:

Beginning at a point which is 1436.25 feet East and 381.65 feet South from the 1/4 section corner between Sections 10 and 15 in Township 9 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence East 150.00 feet; thence South 140.00 feet, more or less, to a point on the North Santiam River; thence Southwesterly along the North Santiam River to a point which is South from the place of beginning; thence North 200.00 feet to the place of beginning.

ALSO: A perpetual non-exclusive easement 60 feet in width lying within the following described property:

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Beginning at a point marking the most Northerly Northeast corner of that certain tract of land conveyed to the City of Stayton, and being described in Volume 487, Page 691, Deed Records for Marion County, Oregon; thence running East along the South boundary of Tract 1 as described in Deed recorded in Volume 523, Page 622, Deed Records for said County and State; a distance of 268.00 feet, more or less, to the Southeast corner of said Tract 1; thence North along the East boundary thereof a distance of 124.25 feet to the Northeast corner; thence running West along the North boundary of said Tract 1 a distance of 380.00 feet, more or less, to a point marking the Southeast corner of Tract 2, as described in Volume 523, Page 622, Deed Records for said County and State; thence running North along the East boundary of said Tract 2 a distance of 66.00 feet to the Northeast corner thereof; thence running East on an extension of the North line of said Tract 2 a distance of 500.00 feet, more or less, to an angle point in the West boundary line of Tract 6; thence running South 28° 25' West, a distance of 550.00 feet, more or less, to a point on the North bank of the North channel of the North Fork of the Santiam River (as located in December 1957); thence running Southwesterly and following the North bank to a point marking the Southeast corner of that certain parcel of land conveyed to the City of Stayton, by deed recorded in Volume 541, Page 665, Deed Records for said County and State; thence running North along the East line of said parcel, a distance of 100.00 feet, more or less, to the Northeast corner thereof; thence running West along the North line a distance of 150.00 feet to a point on the East boundary of the first mentioned tract; thence running North a distance of 200.00 feet, more or less, to the place of beginning, which easement is currently located as follows:

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An easement 30 feet in width being 15 feet on each side of the following described centerline:

Beginning at the intersection of a line which bears South from a point which is 1436.25 feet East and 381.65 feet South from the one-quarter section corner between Sections 10 and 15 in Township 9 South, Range 1 West of the Willamette Meridian, Marion County, Oregon, which line is the West line of a parcel of land conveyed to the City of Stayton in the conveyance recorded in Volume 541, Page 665, Deed Records for Marion County, Oregon, and a line bearing North 59° 23' East from a point which lies 630.20 feet South 0° 17' East 290.08 feet South 85° 25' East 571.15 feet, South 78° 15' East, 193.97 feet North 77° 25' East 258.09 feet North 56° 43' East and 152.38 feet North 67° 56' East from the above described one-quarter corner; thence continuing from said point of intersection, North 59° 23' East 65 feet, more or less, to an angle point in said easement; thence North 68° 07' East, 105 feet, more or less, to the East line of the above described parcel conveyed to the City of Stayton, and the termination of said 30 foot easement;

And an easement 60 feet in width being 30 feet on each side of the following described centerline:

Beginning at the intersection of a line which bears 1436.25 feet East, 381.65 feet South and 150.0 feet East from the one-quarter section corner between Sections 10 and 15 in Township 9 South, Range 1 West of the Willamette Meridian, Marion County, Oregon, which line is the East line of a parcel of land conveyed to the City of Stayton in the conveyance recorded in Volume 541, Page 665, Film Records for Marion County, Oregon, and a line bearing North 68° 07' East from a point which lies 630.20 feet South 0° 17' East 290.08 feet South 85° 25' East 571.15 feet South 78° 15' East 193.87 feet North 77° 25' East 258.09 feet North 56° 43' East 152.38 feet North 67° 56' East and 120.07 feet North 59° 23' East from the above described one-quarter corner; thence continuing

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from said point of intersection, North 68° 07' East 15 feet, more or less, to the East line of a parcel of land conveyed to Northwest Marcom, Inc., an Oregon corporation, in the conveyance recorded in Reel 134, Page 232, Film Records for Marion County, Oregon, and the termination of said 60 foot easement.

REEL:1747

PAGE: 390

February 01, 2001, 03:53 pm.

CONTROL #: 26299

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 101.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

Return to: PacifiCorp
Attn: Jennifer Mulalley
825 NE Multnomah, Suite 1000
Portland, OR 97232
CC#: 11251 WO#: 2423038 RW#: 20040116

Reel
2333

Page
444

RIGHT OF WAY EASEMENT

For value received **City of Stayton, a municipal corporation**, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 2158 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Marion County, State of Oregon, more particularly described as follows and as more particularly shown on Exhibit A attached hereto and by this reference made a part hereof:

A portion of the SE ¼ of the SW ¼ of the SE ¼ and a portion of the S ½ of the SE ¼ of the SE ¼ of Section 10, and a portion of the S ½ of the S ½ of the SW ¼ of Section 11 all in Township 9 South, Range 1 West, Willamette Meridian, Marion County, State of Oregon.

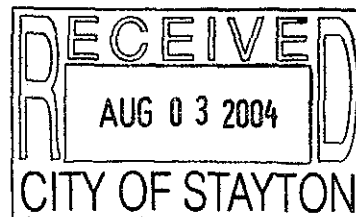
Assessor's Map No.
9 1W 10DD
9 1W 14

Tax Parcel No.
1000, 1200
300

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.



DATED this 11th day of JUNE, 2004.

Chris Childs

City of Stayton
(Grantor)

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Oregon

County of Marietta

ss.

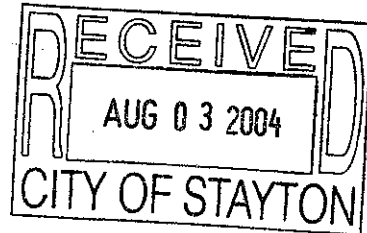
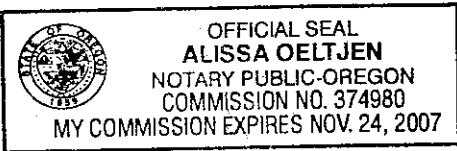
This instrument was acknowledged before me on this 11 day of June, 2004, by

Chris Childs, as City Administrator of
City of Stayton.

Alissa Oeltjen

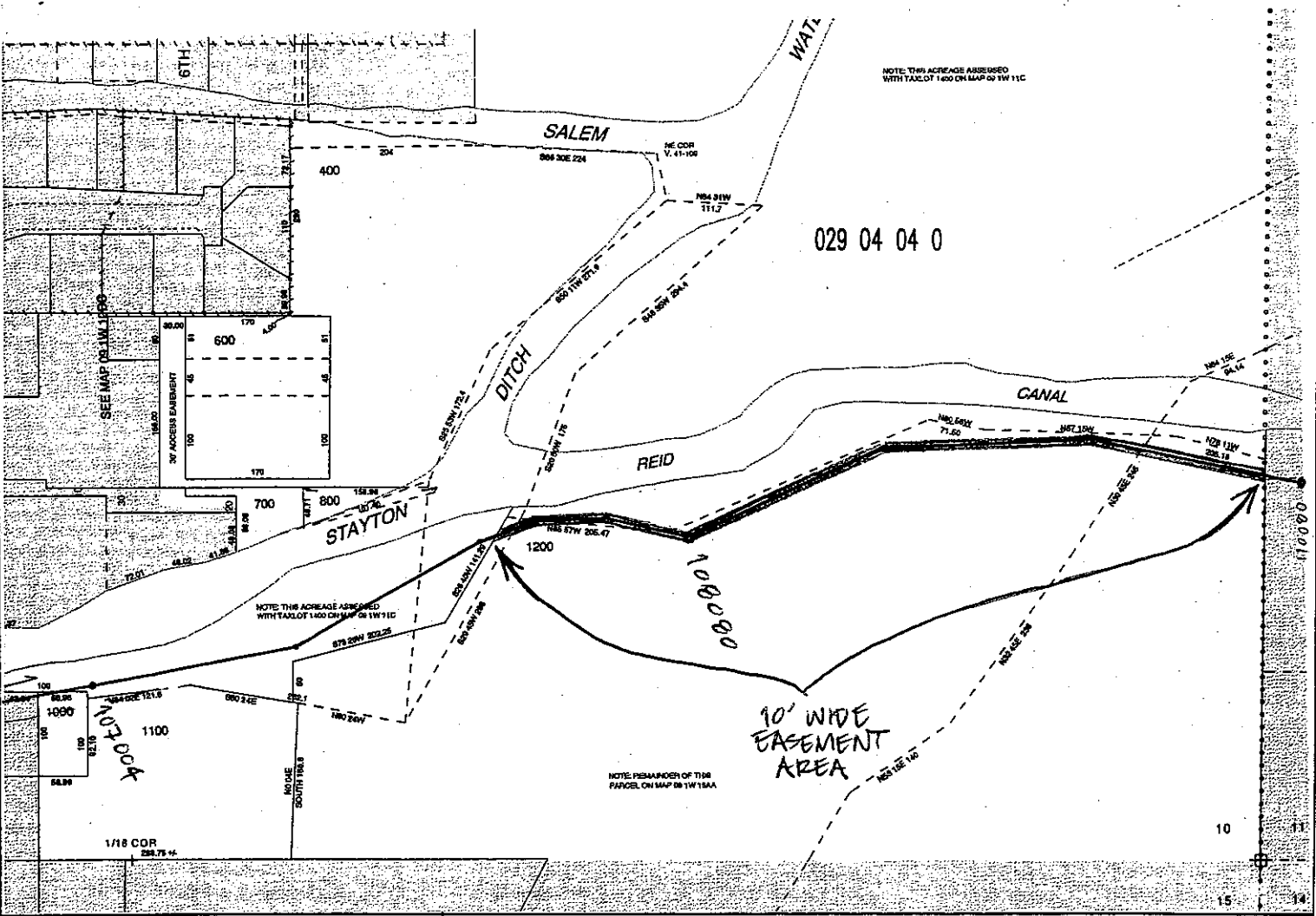
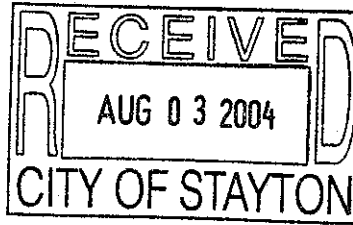
Notary Public

My commission expires: 11/24/04



Property Description

Township 9 South, Range 1 West,
 Section 10 (SE 1/4 SE 1/4)
 Tax Lots 1000, 1200
 Marion County, Oregon



CC#: 11251 WO#: 2423038
 Name: City of Stayton
 Drawn by: *[Signature]*

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

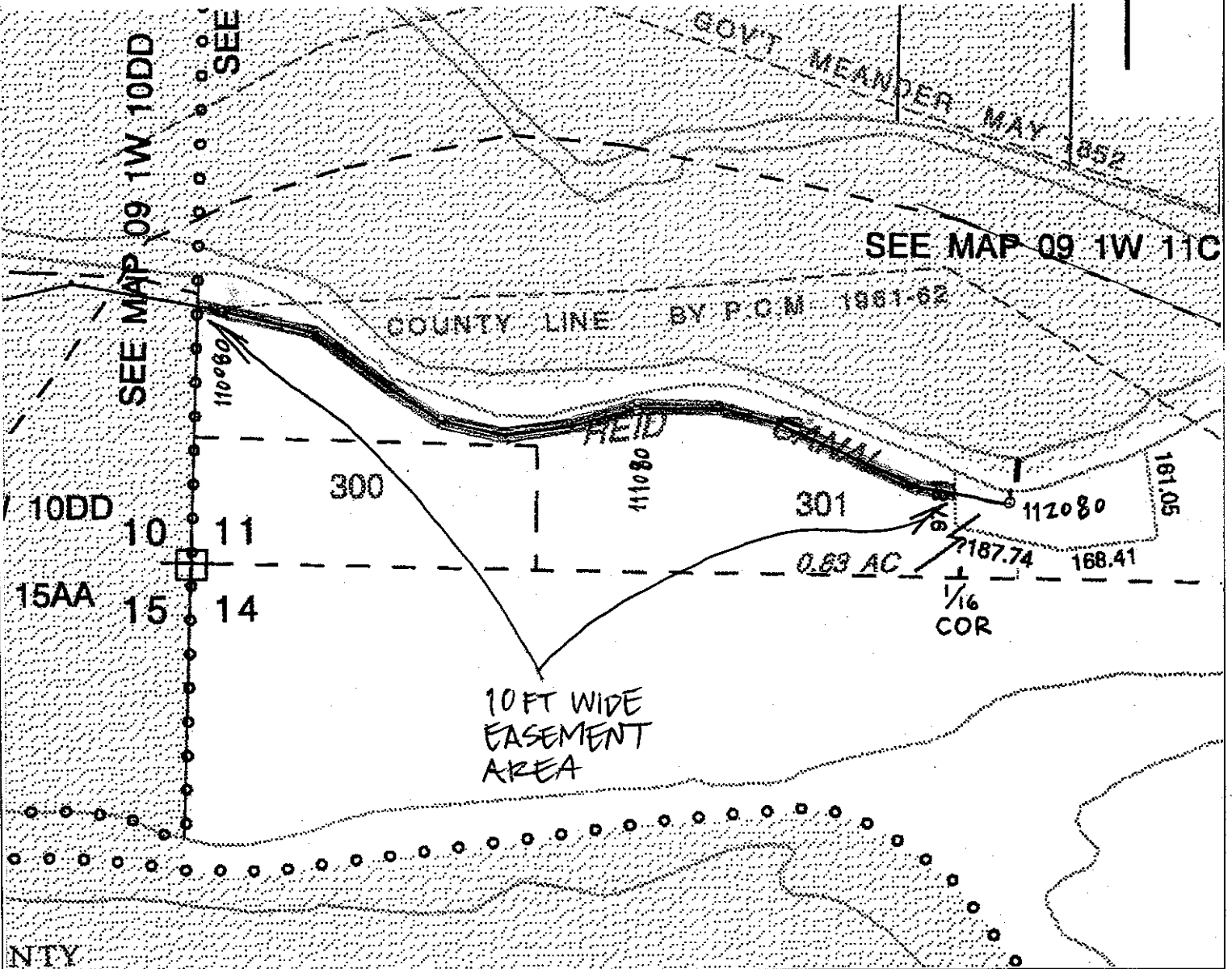
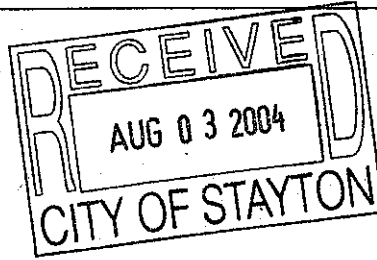
EXHIBIT A

PacifiCorp

SCALE: n/a SHEET 1 OF 2
 ROW # 20040116

Property Description

Township 9 South, Range 1 West,
Section 11
(carried on assessors map 9 1W 14)
Tax Lot 300
Marion County, Oregon



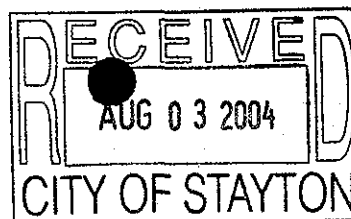
CC#: 11251 WO#: 2423038
Name: City of Stayton
Drawn by: *[Signature]*

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A

PacifiCorp

SCALE: n/a SHEET 2 OF 2
ROW # 20040116



REEL:2333

PAGE: 444

June 17, 2004, 04:45 pm.

CONTROL #: 116408

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 41.00

PHIL MILES
CHIEF DEPUTY CO. CLERK

THIS IS NOT AN INVOICE.

APPENDIX D: PLANTING LIST

Following lists and specifications are based on the following guides, which have additional guidance on planning and implementing plant community restoration:

- Guide for Using Willamette Valley Native Plants Along Your Stream by OWEB
- Restoring Rare Native Habitats in the Willamette Valley by Bruce Campbell
- Landowner’s Guide to Restoring Grassland Habitat by ODFW

	PLANT SPECIES	LIGHT/WATER NEEDS	OTHER NOTES
RIPARIAN MANAGEMENT AREA ⁴⁸	OVERSTORY TREES (60%)		
	Black Cottonwood	Sun/Moist	Good for bank stabilization
	White Alder	Sun-Partial Shade/Moist	Good for bank stabilization
	Oregon Ash	Sun/Moist-Wet	Good for bank stabilization
	Western Red Cedar	Shady/Moist	
	Willows	Sun/Wet	Good for bank stabilization
	UNDERSTORY TREES AND SHRUBS (40%)		
	Indian Plum	Sun-Shady/Dry-Moist	Good for bank stabilization
	Pacific Ninebark	Sun-Partial Shade/Moist	Good for bank stabilization
	Red-osier Dogwood	Sun-Shady/Moist-Wet	Good for bank stabilization
	Snowberry	Sun-Shady/Dry-Moist	Good for bank stabilization
	Nootka Rose	Sun/Moist	Good for bank stabilization
RIPARIAN BOTTOMLAND FOREST	OVERSTORY TREES (60%)		
	Black Cottonwood	Sun/Moist	
	Red Alder	Sun/Moist	
	Oregon Ash	Sun/Moist-Wet	
	Bigleaf Maple	Sun-Partial Shade/Moist	
	Pacific Dogwood	Sun-Partial Shade/Moist	
	Oregon Crabapple	Sun-Partial Shade/Moist- West	
	UNDERSTORY TREES AND SHRUBS (40%)		
	Ocean Spray	Sun-Partial Shade/Moist- Dry	
	Oregon Grape	Sun-Partial Shade/Moist- Dry	
	Pacific Serviceberry	Sun/Moist-Dry	
	Cascara	Sun-Shady/Dry-Moist	
	Red Elderberry	Sun-Shady/Moist	
	Vine Maple	Shady/Moist	
Red Flowering Current	Sun-Shady/Dry-Moist		
Mock Orange	Sun-Partial Shade/Dry		

⁴⁸ Black Cottonwood and Willow should be avoided within 10 feet on either side of the City of Salem water transmission line.

GRASSLAND	GRASS AND GRASS-LIKE SPECIES (USE AT LEAST 3 SPECIES.)		
	California Brome	Dry Upland	Do not use non-native varieties or cultivars of this species because they are highly invasive.
	Blue Wildrye	Dry Upland	
	Slender Rush	Dry Upland	
	Roemer's Fescue	Dry Upland	
	Prairie Junegrass	Dry Upland	
	California Oatgrass	Dry Upland/Moist Lowland	
	Spike Bentgrass	Moist Lowland	
	Dense Sedge	Moist Lowland	
	Common Rush	Moist Lowland	
	Annual Hairgrass	Moist Lowland	
	Meadow Barley	Moist Lowland	
	American Slough Grass	Moist Lowland	
	One-Sided Sedge	Moist Lowland	
	Tufted Hairgrass	Moist Lowland	
	Western Mannagrass	Moist Lowland	
	Spreading Rush	Moist Lowland	
	SHRUB SPECIES (PLANT LESS THAN 10% OF AREA.)		
	Western Serviceberry	Dry	
	Nutkana Rose	Moist	
	Mock Orange	Dry	
	Douglas Spiraea	Moist to Dry	
	Red Flowering Currant	Dry	
	Oceanspray	Dry	
	Tall Oregon Grape	Dry	
	WILDFLOWER SPECIES (USE AT LEAST 3 SPECIES.)		
	White Yarrow	Dry Upland	
	Leichtlin's Camas	Dry Upland	
	Wild Hyacinth	Dry Upland	
	Mountain Strawberry	Dry Upland	
	Broadleaved Lupine	Dry Upland	
	Northwest Cinquefoil	Dry Upland	
	Western Buttercup	Dry Upland	
	Rose Checkermallow	Dry Upland	
	American Vetch	Dry Upland	
	Northern Brodiaea	Dry Upland	
	Common Lomatium	Dry Upland	
	Wooly Sunflower	Dry Upland	
	Meadow Checkermallow	Dry Upland	
	Canada Goldenrod	Dry Upland	
Early Blue Violet	Dry Upland		
Slimleaf Onion	Moist Lowland		

	Leichtlin's Camas	Moist Lowland	
	Bigleaf Lupine	Moist Lowland	
	Rosy Plectritis	Moist Lowland	
	Oregon's Saxifrage	Moist Lowland	
	Hall's Aster	Moist Lowland	
	Common Camas	Moist Lowland	
	Common Monkey-Flower	Moist Lowland	
	Northwest Cinquefoil	Moist Lowland	
	Narrow-Leaf Wyethia	Moist Lowland	
WETLAND	EMERGENT WETLAND		
	Douglas Spiraea	Sun-Partial Shade/Moist-Wet	Emergent wetland edges.
	FORESTED WETLAND		

APPENDIX E: RESOURCES FOR PLANNING AND FUNDING RESTORATION

	RESOURCES
RIPARIAN ZONE	<ul style="list-style-type: none"> ■ Western Oregon Stream Restoration Program, ODFW - Technical support to Watershed Councils and private landowners in western Oregon to implement Oregon Plan measures directing the restoration and enhancement of Oregon 's salmonid habitats in the region. This includes projects to increase instream habitat complexity by adding large wood or boulders, enhancing riparian areas by protection or planting, and correcting fish passage problems. ■ Oregon Wildlife Heritage Foundation, www.owhf.org/- Grants for projects that improve fish and wildlife habitat and/or provide education opportunities.
GRASS LAND ZONE	<ul style="list-style-type: none"> ■ Bird Stamp Grants, ODFW, www.dfw.state.or.us/wildlife/grants/index.asp - Grants through bird stamp funds to improve game bird habitat.
WETLAND ZONE	<ul style="list-style-type: none"> ■ Five Star Restoration Program, EPA, www.epa.gov/owow/wetlands/restore/5star-Grant program brings together students, conservation corps, other youth groups, citizen groups, corporations, landowners and government agencies to provide environmental education and training through projects that restore wetlands and streams. ■ North American Wetlands Conservation Act Grant Program, USFW, www.fws.gov/birdhabitat/grants/index.shtm- Matching grants to organizations and individuals who have developed partnerships to carry out wetlands conservation projects for the benefit of wetlands-associated migratory birds and other wildlife. ■ Department of State Lands, www.puc.state.or.us/DSL/WETLAND/wetland_restoration.shtml- Has technical assistance resources and Wetlands Mitigation Revolving Fund.
WEEDS	<ul style="list-style-type: none"> ■ Oregon State Weed Board Grant Program, http://oregon.gov/ODA/PLANT/WEEDS/grantindex.shtml- Funds noxious weed control projects through annual grants. It is a priority of the OSWB to fund projects that restore, enhance or protect fish and wildlife habitat, watershed function, and native salmonid or water quality.

WATERSHED RESTORATION	<ul style="list-style-type: none"> ■ Marion Soil and Water Conservation District, http://marionswcd.net/- Has 2 grant programs, including the Landowner Assistance Program (LAP) and Conservation Learning Education and Resources Program (CLEAR), and can provide technical assistance. ■ Natural Resource Conservation Program, www.or.nrcs.usda.gov/contact/marion.html - Has funding through farm bill program that might be applicable to this property, and can provide technical assistance. Funding programs include Wetland Reserve Program, Wildlife Habitat Incentive Program and Conservation Reserve Enhancement Program. ■ North Santiam Watershed Council, www.nyantiamwatershed.org/- Can assist in securing resources to plan and implement restoration projects. ■ Oregon Watershed Enhancement Board, http://www.oregon.gov/OWEB/– OWEB funds watershed restoration through a competitive grant process.
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APPENDIX F: LETTER FROM CITY OF SALEM



PUBLIC WORKS DEPARTMENT

555 Liberty Street SE / Room 325 • Salem, OR 97301-3513 • Phone 503-588-6211 • Fax 503-588-6025

March 4, 2010

Dave Kinney, Public Works Director
City of Stayton
311 N. Third Avenue
Stayton OR 97383

SUBJECT: Stayton Riverfront Park Draft Management Plan February 2010

Dear Mr. Kinney:

Thank you for the opportunity to comment on the draft Riverfront Park Management Plan. We appreciate and applaud your desires to restore and protect this site for public recreation and conservation values. As noted in your draft plan, the City of Salem has several easements across the property for construction, maintenance, and access to our municipal water transmission lines. These easements are related to our 36-inch, 54-inch, and 69-inch water transmission pipelines. We appreciate that the draft Riverfront Park Management Plan clearly acknowledges these easements have precedence over the conservation easement that has been placed over the property.

It is of particular importance that our infrastructure easements be accurately shown and referenced in the Riverfront Park Management Plan and we are providing maps as enclosures to this letter for inclusion into the plan. It is also important that the plan recognizes that the City of Salem will need to retain the ability to maintain, access, and construct the pipelines within these easements. The existing 36- and 54-inch pipelines will require vehicle access to conduct maintenance, which may include excavation and ground-disturbing activities, as well as access for maintenance and construction vehicles. The 69-inch line is partially in place at the east end of the site. At some point in the future, construction will likely be required for the remainder of the pipeline across the Park property.

The 54-inch pipeline is of particular concern to the City of Salem because of its close location to the North Santiam River. The riverbank in this area has had significant erosion near our pipeline, necessitating the installation of sheet piles in 2002 to protect the line. The ongoing protection of the riverbank is critical to this pipeline. Therefore, any work done in this area by the City of Stayton or any other entity must be planned and performed in a manner that protects this line. Should excessive erosion occur that threatens the pipeline, the City of Salem will work closely with the City of Stayton to implement protective measures.

The future 69-inch pipeline will cross the forested wetland located within the Riverfront Park site. As such, permits from the Oregon Department of State Lands and the U.S. Army Corps of Engineers will have to be obtained that will include a restoration plan for all disturbed uplands and wetlands within the Park. The City of Salem will work with the City of Stayton to ensure

Dave Kinney, Public Works Director

March 4, 2010

Page 2

that construction and restoration will be done in a manner that minimizes disturbance and protects the conservation values of the property to the maximum extent possible.

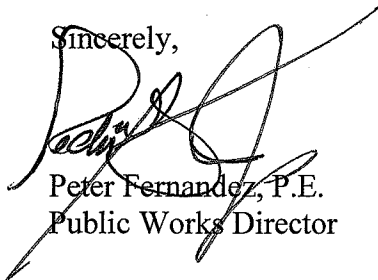
In order to minimize potential impacts to future vegetation and tree plantings, particularly along the 54-inch pipeline near the North Santiam River, the City of Salem recommends that the access road/trail be located on top of the pipeline. Doing so will help reduce risks to the pipeline associated with vegetation and construction. Tree plantings should be limited or excluded from all areas within 10 feet of our pipelines. If plantings are required to be removed, the City of Salem will coordinate with the City of Stayton for restoration of these areas consistent with your final management plan.

The City of Salem is providing attachments to this memorandum with specific easement language, a graphic showing easement locations and widths, and additional technical comments on the draft management plan. The City of Salem would welcome the opportunity to review and comment on future design documents related to the Park.

Again, thank you for the opportunity to comment on the draft Riverfront Park Management Plan. Congratulations on the addition of a fine park along the North Santiam River.

If you have any questions, please contact Ms. Patricia Farrell of my staff at 503-588-6211, extension 7489, or e-mail pfarrell@cityofsalem.net.

Sincerely,



Peter Fernandez, P.E.
Public Works Director

AB/FP.G:\GROUP\DIRECTOR\ANN\CORRESP 2010\PETER\STAYTONRIVERFRONTPARKDRAFTMGMTPLAN.DOC

Enclosures:

1. One CD with base map of City easements compatible with AutoCAD and Arc View
2. Two maps showing easements on aerial base map
3. One copy of Management Plan comments and deed summary
4. Copies of 3 easements deeds (36-inch, 54-inch and 69-inch pipelines)

cc: Robert Chandler, Ph.D., P.E., Assistant Public Works Director
James L. Bonnet, P.E., City Engineer
Francis Kessler, Operations Services Manager
Nitin Joshi, Water Resources Program Manager
Patricia Farrell, Natural Resources Specialist
File

Summary of City of Salem Easements on Stayton Riverfront Park Property:

Infrastructure	Year	Recorded Info	Other info
36-inch pipeline	1936	Volume 144, Page 396 Linn County	<ul style="list-style-type: none"> • Permanent easement to place waterline across Gardner property. • No easement width identified. • Contains reversion clause if line abandoned.
54-inch pipeline	1957	Volume 507, Page 105 Marion County	<ul style="list-style-type: none"> • 25-foot permanent easement with 60-foot construction/maintenance easement. • Contains reversion clause if line abandoned.
69-inch pipelines	2002	Reel 3151, Page 391 Stipulated Judgment Marion County	<ul style="list-style-type: none"> • 80-foot permanent easement. • 25-foot temporary construction easement. • 20-foot permanent access easement along gravel road on north edge of park property. • 25-foot temporary construction access easement along existing gravel road near river. • 50-foot permanent easement over portion of 54-inch waterline not abandoned during construction of Phase 1 of the 75 MGD Transmission Conduit Project in 2003.