

AMENDMENT OF
1991 DUAL INTEREST AREA AGREEMENT
(2001 AMENDMENT)

PARTIES:

CITY OF KEIZER, CITY OF SALEM AND MARION COUNTY

1991 Agreement - Reel 903, Page 78

**AFTER RECORDING,
RETURN TO:**

E. Shannon Johnson ✓
Keizer City Attorney
4855 River Road N.
Keizer, OR 97303

ORIGINAL

**DUAL INTEREST AREA AGREEMENT
FOR WILLOW LAKE TREATMENT PLANT AREA**

WHEREAS, the Salem and Keizer Comprehensive Plans through their mutually adopted Regional Policies provide for establishment of dual interest areas, land use decision making for which may be provided by agreement between affected jurisdictions; and

WHEREAS, Marion and Polk Counties and the Cities of Keizer and Salem have identified the area of the Willow Lake Wastewater Treatment Plant as a dual interest area, and wish to establish the nature and scope of coordinated land use regulations in the area by dual interest area agreement; and

WHEREAS, Dual Interest Agreement was established for the Willow Lake Wastewater Treatment Plant area in 1991 that initiated a study of the impacts of the treatment plant and established interim controls until that study was completed and an implementing strategy put in place; and

WHEREAS, that study was completed in 1993 and the implementing strategy process was initiated in the fall of 1994, thereby fulfilling a portion of the purpose of the 1991 Dual Interest Agreement; and

WHEREAS, the three jurisdictions and other parties with the assistance of a mediator entered into the Willow Lake Settlement Agreement; and

WHEREAS, such Willow Lake Settlement Agreement calls for, as a condition precedent to the finalization of the settlement, the amendment of the 1991 Dual Interest Area Agreement to specifically amend the boundary and exclude certain properties ("Excluded Properties") from the restrictions of the Dual Interest Area Agreement.

NOW, THEREFORE, the Cities of Keizer and Salem, and Marion County, parties having jurisdiction in the Willow Lake Wastewater Treatment Plant Area, hereby adopt this Dual Interest Agreement that replaces and supersedes the 1991 Dual Interest Agreement, and agree as follows:

1. Establishment of Willow Lake Wastewater Treatment Plant Special Policy Area.

The Willow Lake Wastewater Treatment Plant Special Policy Area is established and described by the legal description set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

2. Land Use Control.

Keizer shall establish and place upon all land within the Special Policy Area either the Ag-Industrial (AI) zone, the text of which is attached as Exhibit "B" and made part of this agreement or the Exclusive Farm Use (EFU) zone. Any deletion or amendment to the zone text for either zone shall be subject to the concurrence of all parties of this agreement.

3. Economic Development.

Keizer shall work to foster economic development with the Special Policy Area in accordance with the Ag-Industrial zone. Salem shall cooperate with Keizer in the study and implementation of the use of by-products of the Willow Lake Wastewater Treatment Plant in surrounding agricultural and industrial uses.

4. Regulation Procedures.

~~Each jurisdiction shall be given notice and opportunity to comment on any land use application involving property within or partially within the Special Policy Area.~~

5. Excluded Properties Overlay Zone.

Those properties that were within the boundaries of the 1991 Dual Interest Area Agreement, but are now not part of the description in Exhibit "A" shall be known as the "Excluded Properties." A odor/noise impact overlay zone shall be adopted and imposed on such Excluded Properties. The text of the odor/noise impact overlay zone is attached as Exhibit "C". Any deletion or amendment to such text requires the concurrence of all parties of this Agreement.

6. Operation of the Willow Lake Wastewater Treatment Plant.

Salem agrees to minimize the odor as best as practicable given the existing

treatment plant facility by utilizing effective and economically practical technology and techniques of plant operations, in light of the requirements of the National Pollution Discharge Elimination System permit as issued by the Department of Environmental Quality.

Salem agrees to include the full range of odor control improvement options in any major plant expansion Master Plan study.

7. Planning for the Willow Lake Treatment Plant.

It is agreed the City of Keizer will have a role in any master planning affecting the Willow Lake Wastewater Treatment Plant. This role will be a seat on the Salem Water-Sewer Task Force, and notice and invitation to attend Salem Planning Commission and City Council workshops affecting the Willow Lake Master Planning activities. At the request of either City Council, a joint workshop of both Councils will be conducted to discuss Willow Lake Master Planning activities. Salem shall be invited to participate in any Keizer water, drainage, sanitary sewer, or treatment plant study groups.

8. Amendments.

Amendment to this Dual Interest Agreement shall be in writing and approved by all parties to this agreement. The amendment procedure shall utilize the Salem/Keizer Urban Area (Regional) Procedures and Policies cited in the respective comprehensive plan of the City of Salem and the City of Keizer.

9. Duration and Review.

This agreement shall be in effect so long as the Willow Lake Wastewater Treatment Plant exists at the current site.

This agreement shall be reviewed using the SKAPAC process at the initiation of either party, but not later than the next Periodic Review of the urban area comprehensive plan. The purpose of the review will be to determine the appropriateness of each section and adopt appropriate amendments given then current

plant operations and plans, and community characteristics.

CITY OF KEIZER

By: [Signature]
Title: City Manager
Date: 5-16-01

CITY OF SALEM

By: Robert Wells
Title: City Manager Pro Tem
Date: 5/23/01

Approved as to form:

[Signature]
City Attorney
Date: 5-18-01

Approved as to form:

[Signature]
City Attorney
Date: 5-21-01

MARION COUNTY

By: [Signature]
Title: Vice Chair Board of Commissioners
Date: 5-18-01

Approved as to form:

[Signature]
Marion County Counsel
Date: 5-18-01

2490COK_020

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on May 16, 2001 by
Christopher C. Eppley, City Manager of the City of Keizer.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-6-2002

STATE OF OREGON)
) ss.
County of Marion)

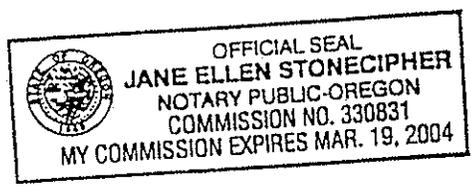
This instrument was acknowledged before me on May 23, 2001 by
Robert G. Wells, City Mgr. Pro Tem of the City of Salem.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-27-04

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on 18 May 2001 by
PATRICIA MILNE, VICECHAIR of Marion County.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-19-04

Tract No. 1
Inside UGB and Keizer City Limits

Beginning at the section corner common to Sections 27, 28, 33, and 34, Township 6 South, Range 3 West, Willamette Meridian, City of Keizer, Marion County, Oregon, said point being on the now existing City Limits Line; and running thence:
North 89° 33' West along the South Line of said Section 28 a distance of 580 feet, more or less, to a point on the East Line of Windsor Island Road NE;
thence North 12° 34' West along the East Line of said Windsor Island Road NE 30 feet, more or less, to the point of intersection of the easterly extension of the North Line of County Road No. 605 (commonly known as Naples Street NE);
thence west along the easterly extension of the North Line and the North Line of said Naples Street NE 160 feet, more or less, to the point of intersection of the northerly extension of a tract of land conveyed to Clifford B., Jr., and Janice A. Bentson by instrument recorded in Reel 690, Page 138, Marion County Records;
thence South 00° 27' West along the northerly extension of the West Line and the West Line of said Bentson tract 238 feet, more or less, to the southwest corner thereof;
thence South 89° 33' East along the South Line of said Bentson tract 239 feet, more or less, to a point on the West Line of said Windsor Island Road NE; said point also being on the existing Keizer City Limits Line;
thence South 31° 28' East along the West Line of said Windsor Island Road NE 1,711.36 feet to the Easterly South Line of the City of Salem Willow Lake property;
thence along said City of Salem property the following courses and distances, South 55° 48' West a distance of 97.03 feet;
thence along the arc of a 316.48-foot radius curve to the right (the chord of which bears South 86° 24' West 322.20 feet) 323.37 feet;
thence North 63° West 269.32 feet;
thence South 527.10 feet;
thence West 287 feet;
thence South 885 feet along said City of Salem property and leaving said boundary, to a point on the South Line of a tract of land conveyed to PGE by instrument recorded in Reel 1, Page 721, Marion County Records;
thence west along the South Line of said PGE tract 250 feet, more or less, to the point of intersection of the northwest corner of a tract of land conveyed to Thomas W. and Inez Bowden by instrument recorded in Reel 742, Page 33, Marion County Records;
thence south along the West Line of said Bowden tract 475.46 feet, more or less, to the intersection of the North Line extended of a tract of land conveyed to Viesko Quality Concrete, Inc., described in Reel 1473, Page 0496, Marion County Records;
thence east along said North Line extended and the North Line of said Viesko Quality Concrete, Inc., tract 1,710 feet, more or less, to a point which is 533.12 feet West of the intersection of said North Line with the Westerly Right-of-way of Windsor Island Road NE;
thence northeasterly in a direct line to the intersection of the North Line of that tract of land conveyed to Earl J. and Hazel I. Weathers, Trust described in Reel 815, Page 0155, Marion County Records, and the Westerly Right-of-way of Windsor Island Road NE;
thence North 26° 45' West along the West Line of said Windsor Island Road NE a distance of 66 feet, more or less, to the point of intersection of the South Line extended of a tract of land conveyed to Arleen Olson, trustee by instrument recorded in No. 27606PCJ, Marion County Records;
thence east along said extension of the South Line of said Olson tract and the South Line of said Olson tract 44.80 feet, more or less, to a point on the Easterly Right-of-way of said Windsor Island Road NE;
thence northeasterly in a direct line to the intersection of the North Line of said Olson tract and the southerly extension of the West Line of McNary Estates Phase 19, as recorded in

Volume 43, Page 24, Book of Town Plats for Marion County, and further recorded in Reel 1558, Page 579, Marion County Deed Records;
thence north along said southerly extension, along the said West Line of McNary Estates Phase 19 and along the northerly extension of said McNary Estates Phase 19, to the North Line of the James Smart Donation Land Claim No. 42; said point being on the section line common to Sections 27 and 34 of Township 6 South, Range 3 West, Willamette Meridian, Marion County, Oregon;
thence west along the North Line of said Section 34 to the southwest corner of the Alvis Smith Donation Land Claim No. 69 in Section 27, Township 6 South, Range 3 West, Willamette Meridian, Marion County, Oregon;
thence North 89° 37' 30" West 502.20 feet to the point of beginning.

Checked By: 
Project No.: None
September 6, 2000

2.115 AGRICULTURAL INDUSTRIAL (AI)

2.115.01 Purpose

The purpose of the AI (Ag-Industrial) zone is to provide appropriate areas suitable for agricultural uses, agricultural related industries, warehousing, transportation facilities, and other agricultural, industrial, and recreational uses that have relatively low employees per acre ratios. The Ag-Industrial zone is appropriate in those areas designated Ag-Industrial in the Comprehensive Plan where the location is impacted by the Willow Lake Wastewater Treatment Plant and the site has access to an arterial street for transport of bulk materials. (5/98)

2.115.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the AI zone:

- A. Lawful uses existing on a property at the time of the effective date of this zone. (5/98)
- B. Farm Use, including farm dwellings as defined in ORS 215.213(e), (f), and (g). (5/98)
- C. Timber tracts (081) and forest nurseries (083). (5/98)
- D. Agricultural services (07). (5/98)
- E. Wholesale and retail nurseries (). (12/00)
- F. Food and kindred products (20). (5/98)
- G. Recycling Centers and Depots. (5/98)

2.115.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the AI zone:

- A. Non-Residential Partitions, subject to the provisions in Section 2.310. (5/98)
- B. Non-Residential Subdivision, subject to the provisions in Section 2.310.

(5/98)

- C. **Non-Residential Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures and uses** prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
 - 1. **Energy facility** (Section 2.425). (5/98)
- F. **Wireless Telecommunications Facilities** (Section 2.427). (5/98)

2.115.04 Conditional Uses

The following uses may be permitted in a AI zone subject to obtaining a conditional use permit:

- A. **Solid waste transfer facility**. (5/98)
- B. **Public or Private Golf Course or Driving Range**. (5/98)
- C. **Public or Semi-Public Recreation Facility** incorporating outdoor fields for organized team play along with related concession, storage, and maintenance facilities. (5/98)
- D. **Composting and recycling facility** for organic yard debris. (5/98)
- E. **Construction contractor's offices and related outdoor storage** (15, 16, 17). (5/98)
- F. **Manufacturing and Assembly**. (5/98)
 - 1. **Textile products and apparel** (22). (5/98)
 - 2. **Millwork** (2431). (5/98)
 - 3. **Wood kitchen cabinets** (2434). (5/98)
 - 4. **Structural wood members, not elsewhere classified** (2439). (5/98)
 - 5. **Furniture and fixtures** (25). (5/98)

6. Chemicals and allied products (28) except miscellaneous chemical products (289). (5/98)
 7. Rubber and miscellaneous plastics products (30). (5/98)
 8. Leather and leather products (31) except leather tanning and finishing (311). (5/98)
 9. Stone, clay, glass products (32) except cement (324); structural clay products (325), concrete, gypsum and plaster products (327) and abrasive, asbestos and miscellaneous non-metallic mineral products (329). (5/98)
 10. Fabricated metal products except metal forging and stamping (346) and ordnance and accessories (348). (5/98)
 11. Machinery and equipment manufacturers (35). (5/98)
 12. Transportation equipment (37). (5/98)
 13. Miscellaneous manufacturing industries (39). (5/98)
- G. Transportation, utilities and communication (40-49), BUT EXCLUDING travel agencies (4722). (5/98)
- H. Biomass facility (Section 2.425). (5/98)
- I. Boat & RV Storage (Section 2.411). (5/98)
- J. Public and Semi-Public buildings and structures excluding office space. (5/98)

In addition to any other notice required by law, notice shall be also sent to Marion County and the City of Salem for any hearing regarding any conditional use or other land use applications for property within the AI zone.

2.115.05 Prohibited Use

The following uses are prohibited in the AI zone:

- A. Wastewater treatment in any form. (12/00)

2.115.06 Dimensional Standards

- A. Minimum Lot Dimension and Maximum Height Requirements

LOT SIZE	The parcel size shall be adequate to contain all structures within the required yard setbacks.
MAXIMUM STRUCTURE HEIGHT	35 feet

B. Minimum Yard Setback Requirements

ADJACENT PROPERTY USE

SETBACKS	Residential	Non-Residential
Front	20 feet	20 feet
Side	20 feet*	15 feet
Rear	20 feet*	15 feet
Street-side	20 feet	20 feet
*Plus 1 foot for each foot of building height over 10 feet		

Adjacent to residential zones, a 8 foot sight obscuring fence, wall or hedge is required.

2.115.06 Development Standards

All development in the AI Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. Off Street Parking. Parking shall be as specified in Section 2.3030. (5/98)

- B. **Non-Residential Subdivisions and Partitions.** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- C. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the AI zone shall comply with the Development Standards in Section 2.315. (5/98)
- D. **Yards and Lots.** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs.** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures.** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping.** A minimum of 10% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage.** The combined maximum building and parking area coverage shall not exceed 90%. (5/98)
- I. **Open Storage.** (5/98)
 - 1. Open storage of materials used for the manufacture or assembly of goods, and equipment is prohibited in required yards, but is otherwise permitted provided that such storage is enclosed with a sight-obscuring fence, wall, hedge, or berm a minimum of 8 feet in height. (5/98)
 - 2. Materials and equipment stored as permitted in this section shall be no more than 14 feet in height above the elevation of the storage area. (5/98)
 - 3. Landscaping shall screen open storage over six feet in height above the elevation of the storage area. (5/98)
- J. **Easement/Waiver.** As a condition of approval of any building permit or land use action in the AI zone, and as a precondition of any occupancy permit, the property owner shall sign and cause to be recorded in the real property records of Marion County a document granting an easement and a waiver of claims with regard to impacts from the Willow Lake Wastewater Treatment Plant. Such easement/waiver shall be approved by the City Attorney and be in substantially the same form as that

attached to that certain Willow Lake Settlement Agreement executed by Salem, Marion County and Keizer. The recorded easement/waiver shall also be referenced on the plat of any partition, subdivision or PUD. (12/00)

2.128 ODOR/NOISE IMPACT OVERLAY ZONE (OIO)

2.128.01 Purpose

The purpose of the Odor/Noise Impact Overlay Zone is to alert property owners and potential property owners of the possible odor/noise impacts of the Willow Lake Wastewater Treatment Plant operated by the City of Salem and to prevent development of property in the overlay zone from occurring without the proper notice and documentation. (12/00)

2.128.02 Development Standards

No development shall occur in the Odor/Noise Impact Overlay Zone without execution by the property owner of an easement/waiver. As a condition of approval of any building permit or land use action in the AI zone, and as a precondition of any occupancy permit, the property owner shall sign and cause to be recorded in the real property records of Marion County a document granting an easement and a waiver of claims with regard to impacts from the Willow Lake Wastewater Treatment Plant. Such easement/waiver shall be approved by the City Attorney and be in substantially the same form as that attached to that certain Willow Lake Settlement Agreement executed by Salem, Marion County and Keizer. The recorded easement/waiver shall also be referenced on the plat of any partition, subdivision or PUD. (12/00)

REEL:1787

PAGE: 22

May 23, 2001, 03:46 pm.

CONTROL #: 34086

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: \$ 96.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.