

After Recording Return to:
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

**PRIVATE STORMWATER FACILITIES
AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between City of Tualatin, a municipal corporation of the State of Oregon (City) and _____ (Owner).

RECITALS

A. Owner has developed or will develop the Facilities listed below. (List the type of private stormwater facilities on site and the quantity of each type).

Facility type (list each) _____	Quantity _____
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B. The Facilities enable development of property while mitigating the impacts of additional surface water and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the public stormwater system.

C. The property benefited by the Facilities and subject to the obligation of this Agreement is described below or in Exhibit A (Property Legal Description) and Exhibit B (Storm Site Plan) attached hereto and incorporated by reference.

D. The Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with Clean Water Services' Design and Construction Standards.

E. Failure to inspect and maintain the Facilities can result in an unacceptable impact to the public stormwater system.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **OWNER INSPECTIONS** City shall provide Owner an Operations and Maintenance Plan (O&M Plan) for each Facility. Owner agrees to operate, inspect, and maintain each Facility in accordance with the current O&M Plan and any subsequent modifications to the Plan. Owner shall maintain a log of inspection activities. The log shall be available to City upon request or during City inspections.
2. **DEFICIENCIES** All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as “Deficiencies”.
3. **OWNER CORRECTIONS** All Deficiencies shall be corrected at Owner’s expense within thirty (30) days after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency so long as the correction is commenced within the 30-day period and is diligently prosecuted to completion.
4. **CITY INSPECTIONS** Owner grants City the right to inspect the Facilities. City will endeavor to give ten (10) days prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner (at the address provided at the end of this Agreement, or such other address as Owner may designate in writing to City) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. **CITY CORRECTIONS** If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after Owner’s inspection or City notice, City shall have the right to have any Deficiencies corrected. City (i) shall have access to the Facilities for the purpose of correcting such Deficiencies and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner’s failure to correct any Deficiencies in the Facilities. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. **EMERGENCY MEASURES** If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety, or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
7. **FORCE AND EFFECT** This Agreement has the same force and effect as any deed covenant running with the land and shall benefit and bind all owners of the Property present and future, and their heirs, successors and assigns.
8. **AMENDMENTS** The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property, City, and recorded in the Official Records of the county where the Property is located.
9. **PREVAILING PARTY** In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees as may be determined by the court having jurisdiction, including any appeal.
10. **SEVERABILITY** The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement, which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, Owner and City have signed this Agreement.

NOTARIZE DOCUMENT BELOW

INDIVIDUAL OWNERS SIGN BELOW

Owner (Individual)

Owner (Individual)

CORPORATE, LLC, PARTNERSHIP, TRUST OR OTHER
LEGAL ENTITY SIGN BELOW

(Entity name)

By: _____
(Sign here for entity)

Title: _____

[Use this notary block if OWNER is an individual.]

STATE OF OREGON)

)

County of WASHINGTON)

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

[Use this notary block if OWNER is an entity.]

STATE OF OREGON)

)

County of WASHINGTON)

This instrument was acknowledged before me on _____ (date)
by _____ (name of person) as
_____ (title) of _____ (name of entity).

Notary Public

CITY OF TUALATIN

APPROVED AS TO FORM

By: _____
City Manager

City Attorney