

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

Washington County, Oregon	2023-042173
D-AE	10/10/2023 01:36:53 PM
Stn=2 S AKINS	
\$35.00 \$11.00 \$5.00 \$60.00	\$111.00
I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk	

**PRIVATE STORMWATER FACILITIES
AGREEMENT**

This Agreement is made and entered into this 19th day of September 2023, by and between City of Tualatin, a municipal corporation of the State of Oregon (City) and _____ Portland General Electric _____ (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 _____

1. Stormfilter SFMH60 Water Quality Manhole – Quantity: 1
2. Stormfilter Cartridge Catch Basin – Quantity: 1
3. 48” Underground Detention Pipe System – Quantity: 1 Assembly with 733 LF of Pipe
4. Extended Dry Basin – Quantity: 1 Basin 855 SF
5. 60" Flow Control Structure -- Quantity 1

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.

See Exhibits A and B below.

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

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

Owner (Individual)

Portland General Electric
(Entity name)

Owner (Individual)

By: [Signature]
(Sign here for entity)

Title: Manager, Property Rights Org.

[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)

Multnomah)
County of WASHINGTON)

This instrument was acknowledged before me on September 19, 2023 (date)
by Meredith Armstrong (name of person) as
Manager, Property Rights Org. (title) of Portland General Electric Co. (name of entity).

[Signature]
Notary Public

CITY OF TUALATIN

APPROVED AS TO FORM

By: [Signature]
City Manager

[Signature]
City Attorney

EXHIBIT A



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Tract 1

July 19, 2019

NWS Project Number 1883

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A tract of land being located in the northwest one-quarter and the southwest one-quarter of Section 27, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being the consolidation of the following three properties, Parcels 1 and 2 of Document Number 2007-041668, Washington County Plat Records and Book 178, Page 225, Washington County Deed Records, being more particularly described as follows.

Commencing at a 1-1/2 inch iron pipe with a 2 inch brass disk stamped "T2S 1/4 R1W 28/27 2019 WASHINGTON COUNTY SURVEYOR", being the west one-quarter corner of Section 27 re-monumented per U.S.B.T. entry 2019-001; Thence South 88°31'52" East 991.96 feet along the south line of the northwest one-quarter of Section 27 to a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC" and the Point of Beginning;

Thence continuing along the south line of the northwest one-quarter of Section 27, South 88°31'52" East 313.97 feet to the westerly right-of-way line of SW 120th Avenue (20.00 feet westerly from the centerline thereof, when measured at right angles), marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence along the westerly right-of-way line of SW 120th Avenue, North 01°41'55" East 185.91 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said westerly right-of-way line, North 88°13'12" West 17.08 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said westerly right-of-way line, North 01°46'48" East 232.92 feet to a point of curvature thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said westerly right-of-way line, 181.52 feet along a tangent circular curve to the left with a radius of 1135.00 feet, having a delta angle of 09°09'48", and a chord of North 02°48'06" West 181.33 feet to a 1-1/16 inch diameter copper disk stamped "STUBBS LS55469"; Thence continuing along said westerly right-of-way line, North 07°23'00" West 4.28 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "W&H PACIFIC";

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Thence continuing along said westerly right-of-way line, North $49^{\circ}54'50''$ West 43.30 feet to a point on the southerly right-of-way line of SW Tualatin-Sherwood Road (45.00 feet southerly from the centerline thereof, when measured at right angles), said point being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "W&H PACIFIC"; Thence westerly along the southerly right-of-way line of SW Tualatin-Sherwood Road 16.66 feet along a non-tangent circular curve to the right with a radius of 4045.00 feet, having a delta angle of $00^{\circ}14'10''$, and a chord of South $83^{\circ}34'34''$ West 16.66 feet to a point of tangent thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "W&H PACIFIC"; Thence continuing along said southerly right-of-way line, South $83^{\circ}41'39''$ West 325.23 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "W&H PACIFIC"; Thence continuing along said southerly right-of-way line, North $06^{\circ}18'21''$ West 8.00 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "W&H PACIFIC"; Thence continuing along said southerly right-of-way line, South $83^{\circ}41'39''$ West 441.91 feet to a point on the east line of that property conveyed to DTI Properties, LLC by a deed recorded on August 9, 2005 in Document Number 2005-094147, Washington County Deed Records, said point being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence along the east line of said DTI Property, South $01^{\circ}48'01''$ West 261.07 feet to a 5/8 inch iron rod marking the southeast corner thereof; Thence along the south line of said DTI Property, North $88^{\circ}11'59''$ West 150.75 feet to the southwest corner thereof, said corner being marked with two witness monuments being 5/8 inch iron rods with yellow plastic caps stamped "NORTHWEST SURVEYING INC" bearing South $88^{\circ}11'59''$ East 8.00 feet and North $01^{\circ}48'01''$ East 8.00 feet from the true corner which falls inside an oak tree; Thence along the west line of said DTI Property North $01^{\circ}48'01''$ East 227.48 feet to a point on the southerly right-of-way line of SW Tualatin-Sherwood Road (49.00 feet southerly from the centerline thereof, when measured at right angles), said point being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence westerly along said south right-of-way line of SW Tualatin-Sherwood Road, South $83^{\circ}41'39''$ West 215.76 feet to an angle point thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said southerly right-of-way line, South $45^{\circ}07'49''$ West 81.01 feet to a point of the easterly right-of-way line of SW 124th Avenue (37.00 feet easterly from the centerline thereof, when measured at right angles), said point being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said easterly right-of-way line, South $01^{\circ}35'35''$ West 4.70 feet to a point of curvature marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC";

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Tract 1

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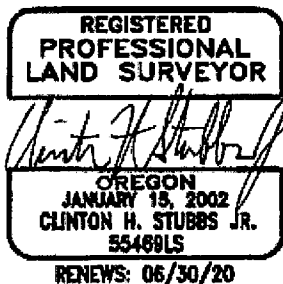
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Thence continuing along said easterly right-of-way line, 356.82 feet along a tangent circular curve to the right with a radius of 19135.59 feet, having a delta angle of $01^{\circ}04'06''$, and a chord of South $02^{\circ}07'38''$ West 356.81 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC" marking a point of reverse curvature thereon; Thence continuing along said easterly right-of-way line, 355.47 feet along a circular curve to the left with a radius of 19061.59 feet, having a delta angle of $01^{\circ}04'07''$, and a chord of South $02^{\circ}07'38''$ West 355.46 feet to a point of tangent thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said easterly right-of-way line, South $01^{\circ}35'35''$ West 946.97 feet to a point of curvature thereon marked with a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC"; Thence continuing along said easterly right-of-way line, 64.20 feet along a tangent circular curve to the left with a radius of 6163.00 feet, having a delta angle of $00^{\circ}35'49''$, and a chord of South $01^{\circ}17'41''$ West 64.20 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC" marking the northwest corner of that property conveyed to Oregon Asphaltic Paving, LLC by a deed recorded on November 06, 2015 as Document Number 2015-093266, Washington County Deed Records; Thence along the north line of said Oregon Asphaltic Paving Property, South $88^{\circ}04'55''$ East 420.01 feet to a 1 inch iron bar; Thence continuing along the north line of said Oregon Asphaltic Paving Property, South $88^{\circ}36'22''$ East 529.66 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "NORTHWEST SURVEYING INC", being the southwest corner of that property conveyed to Tigard Sand & Gravel, LLC by a deed recorded on November 06, 2015 as Document Number 2015-093275, Washington County Deed Records; Thence along the west line of said Tigard Sand & Gravel, LLC property, North $01^{\circ}48'32''$ East 1318.37 feet to the Point of Beginning.

The above described tract of land contains 43.845 acres, more or less.

The bearings in this description are based on the Oregon State Plane Coordinate System, North Zone, NAD(83).



EXHIBITB
STORM SITE PLAN

The actual Exhibit is on file with Portland General Electric Company and may be obtained by submitting a written request to PGE at the following address:

Portland General Electric Company
Property Rights Organization
121 SW Salmon Street
1WTC1302
Portland, Oregon 97204