

After Recording Return to:
City of Hillsboro
Attn: City Recorders Office
150 E Main Street
Hillsboro, OR 97123-4028

**PRIVATE STORMWATER MANAGEMENT FACILITIES
AGREEMENT**

This Agreement is made and entered into this _____, by and between the City of Hillsboro and _____ (Owner).

Legal property description of the property subject to this agreement:

RECITALS

- A. Owner or designee has existing Private Stormwater Management Facilities or will develop one or more new Private Stormwater Management Facilities as approved by the City on the above said legal lot of record.
- B. The Facilities enable development of property while mitigating the impacts of additional stormwater 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 Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain, treat, and manage stormwater runoff in accordance with The City of Hillsboro's and Clean Water Service's Design and Construction Standards.
- D. 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 & MAINTENANCE:** The City of Hillsboro shall provide the Owner or designee an Operations and Maintenance Plan (O&M Plan) for each Facility located on the owner or designee's legal lot of record. Owner or designee agrees to operate, inspect, and maintain each Facility in accordance with the current O&M Plan and any subsequent City approved modifications to the Plan.
 - a. Owner and designee agrees to perform annual routine inspection and maintenance activities on all Private Stormwater Management Facilities located on this legal lot of record per the O&M Plan for each type of Facility.
 - b. All Facilities installed shall remain in-place and will be regularly maintained to remain operational by the owner or designee without alteration or deviation from the original Facility design unless approved in writing by the City.
 - c. Owner and designee agree to perform all actions as required by this agreement and all applicable rules of the City of Hillsboro Municipal Code.
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 or designee's expense within two hundred and seventy (270) days after completion of the inspection. If more than 270 days is reasonably needed to correct a Deficiency, owner or designee shall have a reasonable period to correct the Deficiency so long as it is communicated and approved by the City. The City reserves the right to establish a date for when all corrections must be completed.
4. **CITY INSPECTIONS:** Owner or designee grants the City of Hillsboro the right to enter the subject property to inspect the Facilities. The City will endeavor to give ten (10) days prior written notice to Owner or designee, except that no notice shall be required in case of an emergency. The City shall determine whether Deficiencies need to be corrected. Owner or designee (at the address provided at the end of this Agreement, or such other address as Owner or designee may designate in writing to the City) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 270 days of the date of the notice.
5. **CITY CORRECTIONS:** If correction of all City of Hillsboro identified Deficiencies is not completed within two hundred and seventy (270) days after notification by the City, the City shall have the right to have any Deficiencies corrected. The City (i) shall have access to the Facilities for the purpose of correcting such Deficiencies and (ii) shall bill Owner or designee for all costs reasonably incurred by the City for work performed to correct the Deficiencies (City Correction Costs) following Owner's or designee's failure to correct any Deficiencies in the Facilities. Owner or designee shall pay the City of Hillsboro the City Correction Costs within thirty (30) days of the date of the invoice. Owner or designee understands and agrees that upon non-payment, the 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 the City of Hillsboro reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, the City may immediately and without prior notice to Owner or designee take measures reasonably designed to remedy the threat. The City shall provide notice of the threat and the measures taken to Owner or designee as soon as reasonably practicable, and charge Owner or designee 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 or designee of the Property, the 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 the City of Hillsboro have signed this Agreement.

NOTARIZE DOCUMENT BELOW

(Owner/Representative with signature authority)

By: _____

STATE OF _____)
) ss.
County of _____

The foregoing instrument is acknowledged before me this _____ day of _____, 20____
by _____ as (title) _____
of (Company) _____ (Location) _____.

Notary Public for Oregon

City of Hillsboro

By: _____
Thomas E. Arnold

Its: Public Works Director