

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF BEAVERTON AND THE CITY OF TIGARD**

This intergovernmental agreement (“Agreement”) is entered into between the City of Beaverton, an Oregon municipal corporation (“Beaverton”) and the City of Tigard, an Oregon municipal corporation (“Tigard”).

**RECITALS**

WHEREAS, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform; and

WHEREAS, Beaverton and Tigard each has land use jurisdiction over the land inside its respective city limits, and Beaverton and Tigard each has authority to review and decide upon land use and land division applications within its respective city limits; and

WHEREAS, the city limits of Beaverton and Tigard are contiguous at and around the intersection of SW Scholls Ferry Road and SW 175<sup>th</sup> Ave (to the north of SW Scholls Ferry Road)/SW Roy Rogers Road (to the south of SW Scholls Ferry Road); and

WHEREAS, West Hills Development Company (“West Hills”) is the contract purchaser of a portion of a parcel of land (the “Property”), described in Exhibit A, that is presently owned by the Crescent Grove Cemetery Association; and

WHEREAS, the Property straddles SW Scholls Ferry Road on both sides of SW 175<sup>th</sup> Ave. and SW Roy Rogers Road, all as shown on Exhibit B; and

WHEREAS West Hills wishes to partition the Property into two new parcels north of SW Scholls Ferry Road (located in the Beaverton city limits) and one new parcel south of SW Scholls Ferry Road (located in the Tigard city limits), in order to consummate its purchase of just the portion of the Property to the north of SW Scholls Ferry Road; and

WHEREAS Beaverton and Tigard wish to provide an efficient approach to achieving the desired partition that respects the land use regulations of each jurisdiction.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree as follows:

**1. Processing of Preliminary Partition Application**

- 1.1 Upon receipt of an application from West Hills, signed by the appropriate representative of the Crescent Grove Cemetery Association, for a preliminary partition of the Property into two parcels north of SW Scholls Ferry Road and a third parcel south of SW Scholls Ferry Road, with the third parcel line along the interface between the Beaverton and Tigard city limits, the City of Beaverton shall follow its usual process for review of a preliminary partition.

- 1.2 Beaverton shall charge the scheduled fee appropriate to the partition application.
- 1.3 Tigard shall not charge a fee for the land partition-preliminary plat review.
- 1.4 Beaverton planning staff shall consult with Tigard planning staff as appropriate during completeness review to make certain that Tigard's concerns are addressed in a timely manner before the preliminary partition application is deemed complete under ORS 227.178(2).

**2. Application of Criteria**

- 2.1 Beaverton shall apply the relevant preliminary partition criteria of the City of Beaverton to that part of the Property within the Beaverton city limits.
- 2.2 Beaverton shall apply the relevant preliminary partition criteria of the City of Tigard to that part of the Property within the Tigard city limits.
- 2.3 In the event there is an actual conflict between any planning or processing criteria of Beaverton and Tigard, the planning criteria of Beaverton shall apply.

**3. Final Decision**

- 3.1 Tigard may participate in the proceedings before any Beaverton decision-maker and may appeal any final decision Beaverton makes for the preliminary partition application.
- 3.2 Beaverton's final decision for the preliminary partition application, after any appeals, shall bind and be final as to both Beaverton and Tigard.

**4. Final Plat Application**

- 4.1 Upon receipt of a final plat application from West Hills for the Property, Beaverton and Tigard shall have the same respective rights and responsibilities set forth in Sections 1-3 of this Agreement as apply upon receipt of a preliminary partition application, except that Beaverton shall not charge the scheduled fee appropriate to the final plat application, and Tigard shall charge the scheduled fee appropriate to the final plat application.

**5. Subsequent Applications**

- 5.1 This Agreement shall only concern the preliminary and final partition applications described herein. Subsequent land division or land use applications made for the Property shall be subject to the exclusive review and approval of the city with jurisdiction over that portion of the Property.

**6. General Provisions**

- 6.1 *Effective Date.* The effective date of this Agreement is the date all parties have duly signed the agreement.
- 6.2 *Modification.* This Agreement may be modified or amended only if made in writing and signed by all parties.
- 6.3 *Compliance with Law.* Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 6.4 *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
- 6.5 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- 6.6 *Merger.* This agreement embodies the entire agreement and understanding between the parties hereto and supersedes all previous agreements and understandings with respect to the matters described herein.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**City of Beaverton**

**City of Tigard**

\_\_\_\_\_  
Denny Doyle, Mayor

\_\_\_\_\_  
John L. Cook, Mayor:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**MAP OF PROPERTY LOCATION**