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#### Electronically Recorded

Pierce County, WA CPENNYP 10/16/2025 2:02 PM

Pages: 20

Fee: \$322.50

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	DOCUMEN	SERIAL	PAGE		

#### After recording return to:

City Clerk City of Puyallup 333 South Meridian Puyallup, WA 98371

Document Title: Stormwater Outfall Management & BMP Facilities Agreement

Grantee: City of Puyallup

**Grantor:** Wal-Mart Real Estate Business Trust

Abbreviated Legal Description: PNT NW 1/4 of SW 1/4 OF SEC 3, TOWN 19N,

RANGE 4E & LTS 1-3, SOUTH HILL VILLAGE BINDING SITE PLAN

Complete Legal Description on Pages 4-6 of this Document

Assessor's Tax Parcel or Account Number(s): 0419033050 & 0419033051

**Reference Number of Related Document(s):** N/A

### Stormwater Management & BMP Facilities Agreement

- **A.** Parties. The parties to this agreement are Grantee City of Puyallup, a Washington State municipal corporation (City), and Grantor landowner Wal-Mart Real Estate Business Trust, a Delaware statutory trust (Landowner).
- **B. Property.** Landowner is the owner of certain real property (Property), which is legally described in this document and is located at the following address: 310 31ST AVE SE, PUYALLUP, WA 98374.
- C. Development Plan & Stormwater Facilities. The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as WALMART ONLINE PICK UP EXPANSION provides for detention, retention, treatment or management of stormwater that is associated with the Property through the use of identified stormwater facilities or best management practices (collectively, Stormwater Facilities). Upon approval of the Plan by the City, the Plan shall be incorporated herein by this reference. In accordance with the Plan, Landowner shall adequately construct, operate, use, maintain and repair the Stormwater Facilities.

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- **D.** Agreement. On the terms and conditions set forth herein, the City and Landowner agree as follows:
- 1. The Stormwater Facilities shall be constructed, operated, used, maintained and repaired by Landowner in accordance with the requirements of the Plan, and any other applicable law or regulation.
- 2. Landowner (which expressly includes its agents, successors and assigns, including any homeowners association) shall adequately and properly operate, use, maintain and repair the Stormwater Facilities as described in the maintenance and operations manual, which is on file with the City, and may be attached and recorded herewith as Exhibit A. This duty extends to all associated pipes and channels, as well as all structures, improvements, and vegetation that are provided to control the quantity and quality of the stormwater. Adequate maintenance shall mean maintenance that is sufficient to keep the Stormwater Facilities in good working order and operating so as to satisfy the design and performance standards of the Plan.
- 3. Landowner shall regularly inspect the Stormwater Facilities and shall submit an inspection report to the City at least once a year on a date prescribed by the City. The purpose of the inspection(s) is to ensure that the Stormwater Facilities are safe and functioning properly. The scope of the inspection shall include the entire Stormwater Facilities, including but not limited to, berms, outlet structures, pond areas, access roads, and so forth. Deficiencies and any performance or other related issues shall be noted by Landowner in the inspection report. The annual report shall be in a form and include content as prescribed from time to time by the City. An example copy of the report form may be attached hereto as Exhibit B
- 4. Landowner hereby grants permission to the City to enter upon the Property to inspect the Stormwater Facilities. Except in case of emergency, the City shall provide Landowner with at least forty-eight (48) hours written notice prior to entering on to the Property. Landowner shall be entitled to have a representative accompany the City during such inspection. The City shall provide Landowner with copies of written inspection reports.
- 5. If Landowner fails to adequately and properly operate, use, maintain or repair the Stormwater Facilities, the City shall notify Landowner in writing and provide Landowner with a reasonable opportunity to cure. If Landowner fails to timely cure, then the City may enter upon the Property and remedy the issue(s) identified in the notice and those reasonably related thereto; Furthermore, if the City performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like while remedying the identified issues, the City may charge the cost of the remedy to Landowner, and Landownershall promptly pay the costs to the City. Notwithstanding the foregoing, the City shall be under no obligation to inspect, maintain or repair the Stormwater Facilities
- 6. Landowner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations, performed by Landowner, or on Landowner's behalf, that relate to the Stormwater Facilities and the subject matter of this agreement, except for injuries and damages caused by the negligence of the City.

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- E. Covenant. The terms and provisions of this agreement constitute a covenant, which is subject to the following: This covenant is an equitable covenant. It touches and concerns the land that is described as the Property herein. The parties intend that this covenant shall bind the parties' successor and assigns. This covenant shall run with the land that is described as the Property herein, and shall bind whoever has possession of the land, in whole or in part, without regard to whether the possessor has title, or has succeeded to the same estate that granting parties have or had. Possessors shall include, but are not limited to, leasehold tenants, contract purchasers, subtenants, and adverse possessors. This covenant shall run with the land even in the absence of the transfer of some interest in land, other than the covenant itself, between Landowner and the City. This covenant shall not be governed by the mutuality rule. The burden of the covenant can run independently from the benefit of the covenant, and the benefit need not run. The benefit may be in gross or personal to Landowner or the City. Landowner waives its right to assert any defenses to the enforcement of this covenant, including, but not limited to, the change of neighborhood doctrine, laches, estoppel, balancing of hardships, and abandonment. If Landowner breaches any term of this covenant and agreement, then all remedies in equity and at law, including, but not limited to, injunctions, mandamus, declaratory judgments, and damages, shall be available to the City.
- F. Governing Law & Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

<signature page to follow>

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#### Legal Description

PARCEL A: 041903-3050

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH 00°47'29" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, 27.02 FFFT

TO A POINT 27.00 FEET SOUTH, AS MEASURED AT A RIGHT ANGLE, FROM THE NORTH LINE OF SAID SUBDIVISION;

THENCE NORTH 88°34'04" WEST, PARALLEL WITH SAID NORTH LINE, 54.07

FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, WHOSE CENTER BEARS SOUTH 01°25'56" WEST 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°46'35", FOR AN

ARC DISTANCE OF 38.30 FEET TO A POINT 30.00 FEET DISTANT, MEASURED AT A

RIGHT ANGLE FROM THE EAST LINE OF SAID SUBDIVISION;

THENCE SOUTH 00°47'29" EAST, PARALLEL WITH AND 30.00 FEET DISTANT FROM

THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER,

477.26 FEET; THENCE NORTH 89°03'24" WEST 175.80 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 20.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 15.71 FEET:

THENCE SOUTH 45°56'36" WEST 3.23 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 20.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT THROUGH A

CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 15.71 FEET;

THENCE NORTH 89°03'24" WEST 36.55 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 35.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT THROUGH A

CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 27.49 FEET;

THENCE NORTH 44°03'24" WEST 6.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 60.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A

CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 47.12 FEET;

THENCE NORTH 89°03'24" WEST 112.44 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 41.50 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A

CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 32.59 FEET;

THENCE SOUTH 45°56'36" WEST 75.31 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 91.50 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A

CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 71.86 FEET;

THENCE SOUTH 00°56'36" WEST 90.56 FEET:

THENCE NORTH 89°03'24" WEST 219.21 FEET;

THENCE NORTH 00°56'36" EAST 709.56 FEET TO A POINT 27.00 FEET SOUTH, AS MEASURED AT RIGHT ANGLE, FROM THE NORTH LINE OF AFOREMENTIONED SUBDIVISION:

THENCE SOUTH 88°34'04" EAST, PARALLEL WITH AND 27.00 FEET DISTANT FROM SAID NORTH LINE, 716.63 FEET TO THE TRUE POINT OF BEGINNING.

(BEING PARCEL I OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER <u>RECORDING NO. 9411280104</u> AND AMENDED BY AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER <u>RECORDING NUMBER 9412070050</u>, AND FURTHER AMENDED BY AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER <u>RECORDING NUMBER 9501200059</u>, AND FURTHER AMENDED BY CORRECTION OF AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER <u>RECORDING NUMBER 9502270107</u>).

EXCEPT THAT PORTION CONVEYED TO THE CITY OF PUYALLUP FOR RIGHT OF WAY IN DEED RECORDED UNDER <u>RECORDING NO. 201710120378</u>, RECORDS OF PIERCE COUNTY, WASHINGTON

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#### Legal Description

PARCEL B: 041903-3051

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON:

THENCE SOUTH 00°47'29" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 27.02 FEET TO A POINT 27.00 FEET SOUTH, AS MEASURED AT A RIGHT ANGLE, FROM THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 88°34'04" WEST, PARALLEL WITH SAID NORTH LINE, 54.07 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE CENTER BEARS SOUTH 01°25'56" WEST 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°46'34" FOR AN ARC DISTANCE OF 38.30 FEET TO A POINT 30.00 FEET DISTANT, MEASURED AT A RIGHT ANGLE FROM THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°47'29" EAST, PARALLEL WITH AND 30.00 FEET DISTANT FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 477.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°03'24" WEST 175.80 FEET TO A POINT OF TANGENCY; THENCE ALONG A 20.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 15.71 FEET;

THENCE SOUTH 45°56'36" WEST 3.23 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 20.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 15.71 FEET;

THENCE NORTH 89°03'24" WEST 36.55 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 35.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 27.49 FEET;

THENCE NORTH 44°03'24" WEST 6.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 60.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 47.12 FEET;

THENCE NORTH 89°03'24" WEST 112.44 FEET TO A POINT OF TANGENCY:

THENCE ALONG A 41.50 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 32.59 FEET;

THENCE SOUTH 45°56'36" WEST 75.31 FEET TO A POINT OF TANGENCY;

THENCE ALONG A 91.50 FOOT RADIUS CURVE CONCAVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° FOR AN ARC DISTANCE OF 71.86 FEET;

THENCE SOUTH 00°56'36" WEST 90.56 FEET;

THENCE NORTH 89°03'24" WEST 22.30 FEET TO THE NORTHEAST CORNER OF PARCEL I AS DESCRIBED IN CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT FILED JUNE 20, 1994 UNDER PIERCE COUNTY AUDITOR'S FILE NO. 9406200689;

THENCE SOUTH 00°56'36' WEST 140.19 FEET;

THENCE PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, SOUTH 89°03'24" EAST, 104.00 FEET; THENCE NORTH 00°56'36" EAST, 3.00 FEET;

THENCE PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, SOUTH 89°03'24' EAST, 124.00 FEET; THENCE SOUTH 00°56'36' WEST 3.00 FEET;

THENCE PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, SOUTH 89°03'24" EAST, 341.29 FEET TO A POINT 30.00 FEET DISTANT, MEASURED AT A RIGHT ANGLE FROM THE EAST LINE OF SAID SUBDIVISION; THENCE PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID EAST LINE, NORTH 00°47'29" WEST 342.51 FEET TO THE TRUE POINT OF BEGINNING.

(BEING PARCEL II OF BOUNDARY LINE ADJUSTMENT RECORDED NOVEMBER 28, 1994 UNDER <u>RECORDING NO. 9411280104</u>).

PARCEL C:

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#### Legal Description

EASEMENTS FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER <u>RECORDING</u> NO. 9406200693, WITH SUPPLEMENT RECORDED UNDER <u>RECORDING</u> NO. 9503281047, FIRST AMENDMENT RECORDED UNDER <u>RECORDING</u> NO. 9503140374, WHICH IS RE-RECORDED UNDER <u>RECORDING</u> NO. 9505020021, AND SECOND AMENDMENT RECORDED UNDER <u>RECORDING</u> NO. 200407230431, RECORDS OF PIERCE COUNTY, WASHINGTON.

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Dated: 10/14/25	Wal-Mart Real Estate Business Trust  BY:  Lina Vest  Director of Real Estate
Dated: 10/16/2025	City of Puyallup  BY:
Dated: 1 <u>0/3/2025</u>	City of Puyallup  BY: Sould In Buck Approved State to form:  Joseph N. Beck City Attorney
STATE OF ACKONSAS ;	-ss
Mart Real Estate Business Trust that executed th instrument to be the free and voluntary act and d	, to me known to be the Director of Real Estate of Wal- within and foregoing instrument, and acknowledged said eed of said business trust, for the uses and purposes therein authorized to execute said instrument and that the seal affixed is
In Witness Whereof I have hereunto set my hand	and affixed my official seal the day and year first above written,
KIM CONOVER NOTARY PUBLIC BENTON COUNTY, ARKANSAS COMM. EXP. 12/01/27 COMMIBSION NO. 12703326	Printed Name: Krn Conovera Notary Public in and for the State of Ackinsas Residing in: Berton County My appointment expires: 211/27

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#### Exhibit A

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#### Basic Biofiltration Swale

Drainage	Potential	Conditions When	Minimum Performance	
System	Defect	Needed	Standard	
Feature			Note: table spans multiple pages.	
General	Sediment Accumulation on Grass	Sediment depth exceeds 2 inches.	Grass treatment area of the swale is free accumulated sediment deposits. Swale bottom is level from side to side and drair freely toward outlet. There should be no areas of standing water once inflow has ceased.	
	Standing Water	When water stands in the swale between storms and does not drain freely.	Water drains from swale per design standards after a storm. (Any of the following may apply: remove sediment or trash blockages, improve	

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	Itration Swale Potential	Conditions When	Minimum Performance
Drainage System	Defect	Needed	Standard
Feature			Note: table spans multiple pages.
			grade from head to foot of swal remove clogged check dams, ac underdrains, or convert to a wet biofiltration swale.)
	Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire swale width	Spreader is level and clean so that flows are spread evenly over entire filter width.
	Constant Baseflow	When small quantities of water continually flow through the swale, even when it has been dry for weeks, and an eroded, muddy channel has formed in the swale bottom.	A low-flow pea-gravel drain the length of the swale has been added or a by-pass created for the baseflow around the swale.
	Poor Vegetation Coverage	When grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Grass coverage has been restored to good condition and facility meets design function.
	Vegetation	When the grass becomes excessively tall (greater than 10 inches); when nuisance weeds and other vegetation starts to take over.	Vegetation is mowed to less 3"-4" height. Nuisance vegetation has beer removed such that flow is not impede Grass clippings removed from swale.
	Excessive Shading	Grass growth is poor because sunlight does not reach swale.	Overhanging limbs and brushy vegetation on adjacent slopes has been trimmed back to (extent based on acceptable aesthetics and maintained plant health) to allow adequate sunlight to reach grass in swale.
	Inlet/ Outlet	Inlet/outlet areas clogged with sediment and/or debris.	Material has been removed and there is no clogging or blockage in the inlet and outlet area.
	Trash and Debris Accumulation	Trash and debris accumulated in the bio-swale.	Remove trash and debris from bioswale.
	Erosion/Scouring	Eroded or scoured swale bottom due to flow channelization, or higher flows.	Eroded/scoured areas have been repaired and facility filters stormwater per design function.
			(Ruts or bare areas less than 12 inches wide may be repaired filling damaged portion with crushed gravel; grass will cree in over the rock in time. For large bare areas [generally >12" wide], the swale should be re-graded and re-seeded. For smaller bare areas, over-seed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8-inch intervals.)

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#### Catch Basin

Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
			Note: table spans multiple pages.
General	Trash and Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.	No trash or debris located immediately in front of catch basin or on grate opening.
		Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
		Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin.
	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch.  (Intent is to make sure no material is running into basin.)	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. Frame not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
	Fractures or Cracks in	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.

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	Basin Walls/ Bottom	Grout fillet has separated or cracked wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Pipe is regrouted and secure at basin wall.
	Settlement/ Misalignment	Catch basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Vegetation Inhibiting	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.
	System	Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present.
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants, or other pollutants. Sheen, obvious oil, or other contaminants present.	No contaminants or pollutants present.
		Identify and remove source	
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed.
	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread. One or more bolts are missing.	Mechanism opens with proper tools.  All bolts are seated and no bolts are missing.  Cover is secure.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure (Intent is to keep cover from sealing off access to maintenance).	Cover can be removed by one maintenance person.
Metal Grates (If Applicable)	Grate Opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.
Oil/Debris Trap (If Applicable)	Dislodged	Oil or debris trap is misaligned with or dislodged from the outlet pipe.	Trap is connected to and aligned with outlet pipe.
	<del>1</del>	*	***************************************

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#### Control Structure/Flow Restrictor

Control	Structure/I	low Restrictor	
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
Structure	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the structure opening or is blocking capacity of the structure by more than 10%.	No Trash or debris blocking or potentially blocking entrance to structure.
		Trash or debris in the structure that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the structure.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
		Sediment exceeds 60% of the depth from the bottom of the structure to the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section or is within 6 inches of the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section.	Sump of structure contains no sediment.
	Damage to frame and/or top slab	Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.
	'	Frame not sitting flush on top slab, i.e., separation of more than ¾ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet any evidence of soil particles entering structure through cracks, or maintenance person judges that structure is unsound.	Structure is sealed and structurally sound.
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering structure through cracks	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
	Settlement/ misalignment	Structure has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the structure at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Ladder rungs missing or unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
FROP-T Section	Damage	T section is not securely attached to structure wall and outlet pipe structure should support at least 1,000 lbs of up or down pressure.	T section securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight or show signs of deteriorated grout.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.
Shear Gate	Damaged or missing	Shear gate is missing.	Replace shear gate.
		Shear gate is not watertight.	Gate is watertight and works as designed.

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		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
Orifice Plate	Damaged or missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions		Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
	DeformeoLiopro damaged lip	overflow pipe is bent or deformed.	Overflow pipe does not allow overflow at an elevation lower than design
Inlet/Outlet Pipe	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering at the joints of the inlet/outlet pipes.	No cracks more than $\frac{1}{4}$ -inch wide at the joint of the inlet/outlet pipe.
Metal Grates (If Applicable)	Unsafe grate opening	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris.
	Damaged or missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.
Manhole Cover/Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open structure requires urgent maintenance	Cover/lid protects opening to structure.
	Locking mechanism Not Working	Mechanism cannot be opened by one maintenar person with proper tools. Bolts cannot be seated Self-locking cover/lid does not work.	
	Cover/lid difficult to Remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

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#### Conveyance Pipe

Conveyance Pipe							
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard				
General	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants, or other pollutants. Sheen, obvious oil, or other contaminants present.  • Identify and remove source.	No contaminants or pollutants present.				
	Obstructions, Including Roots	Root enters or deforms pipe, reducing flow.	Roots have been removed from pipe (using mechanical methods; do not put root-dissolving chemicals in storm sewer pipes). If necessary, vegetation over the line removed.				
	Sediment and Debris	Sediment depth is greater than 20% of pipe diameter.	Pipe has been cleaned and is free of sediment/ debris. (Upstream debris traps installed where applicable.)				
	Debris Barrier or Trash Rack Missing	Stormwater pipes > than 18 inches need debris barrier.	Debris barrier present on all stormwater pipes 18 inches and greater.				
	Damage to protective coating or corrosion	Protective coating is damaged; rust or corrosion is weakening the structural integrity of any part of pipe.	Pipe repaired or replaced.				
	Damaged	Any dent that decreases the cross section area of pipe by more than 20% or is determined to have weakened structural integrity of the pipe.	Pipe repaired or replaced.				

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#### Grounds

Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard			
Site	Trash or litter	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.			
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.			
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.			
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.			
Trees and Shrubs	Hazard	Any tree or limb of a tree identified as having a potential to fall and cause property damage or threaten human life. A hazard tree identified by a qualified arborist must be removed as soon as possible.	No hazard trees in facility.			
	Damaged	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trees and shrubs with less than 5% of total foliage with split or broken limbs.			
		Trees or shrubs that have been blown down or knocked over.	No blown down vegetation or knocked over vegetation. Trees or shrubs free of injury.			
		Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Tree or shrub in place and adequately supported; dead or diseased trees removed.			

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	DOCUMEN	SERIAL NUMBER	PAGE NUMBER		

To view the stormwater site plan pages, go to the City of Puyallup City View permit portal using the web address shown below:

https://cityview.puyallupwa.gov/Workspace/CityViewDMS/Document?id=119609

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#### Exhibit B

# Docusign Envelope ID: 0B99611E-4CF6-4917-9169-3EF72F01644E

# Annual Inspection Report City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

End Date
End Date

	Comments and Actions Taken			
	Exceptions Noted			
•	Cause for Inspection			
	Inspected by:			
enne blebbeldistelektion det enne bet enne blebbeldistelektion det enne blebeldistelektion det enne blebeldist	BMP Facility Description			
· · · · · · · · · · · · · · · · · · ·	BMP D#			
•	Date			

## Instructions:

Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the Annual Independent Inspectors' Report to the City, and start a new log at that time.

BMP ID# — Always use ID# from the Operation and Maintenance Manual.

Cause for inspection - Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint. Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection. Exceptions noted — Note any condition that requires correction or indicates a need for maintenance. Comments and actions taken — Describe any maintenance done and need for follow-up.

RANGE

04E-

TOWNSHIP

19 N-

SECTION

03

DOCUMENT NUMBER

Return Form to: Stormwater Engineer/City of Puyallup 333 South Meridian Puyallup, WA 98371

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Annual Inspection Report City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

Facility Name

Comments and Actions Taken							
Exceptions Noted							
Cause for Inspection							
Inspected by:							
BMP Facility Description							
BMP D#							
Date							