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AUDITOR, Pierce County, WASHINGTON

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E-	19N-	04	03	017	17
DOCUMENT NUMBER				SERIAL NUMBER	PAGE NUMBER

After recording return to:

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

Document Title: Stormwater Outfall Management & BMP Facilities Agreement  
Party #1: City of Puyallup  
Party #2: Puyallup School District  
Legal Description: The land in the county of Pierce, State of Washington. (See Full Description)  
Complete Legal Description on 5 Page of this Document  
Assessor's Tax Parcel or Account Numbers: 0419043117  
Reference Number of Related Document(s): \_\_\_\_\_

## 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 Puyallup School District (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: 1501 39<sup>th</sup> Ave SW, Puyallup, WA 98373.

C. Development Plan & Stormwater Facilities. The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as SHSC Warehouse Shed, 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.

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E	19 N.	04	03	017	2/17
DOCUMENT		NUMBER		SERIAL NUMBER	PAGE NUMBER

**D. Agreement.** On the terms and conditions set forth herein, the City and Landowner agree as follows:

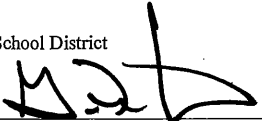
1. The Stormwater Facilities shall be constructed, operated, used, maintained and repaired by Landowner in accordance with the requirements of the Plan, and any other applicable law or regulation.
2. Landowner (which expressly includes its agents, successors and assigns, including any homeowners association) 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 Landowner shall 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.


**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

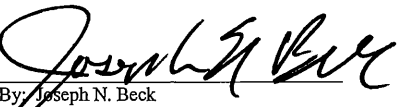
RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E	19N	04	03	017	3/17
DOCUMENT NUMBER				SERIAL NUMBER	PAGE NUMBER

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.

Puyallup School District  
 Dated: June 4th, 2019   
 By: Gary Frentress  
 Its: Executive Director of Capital Projects

City of Puyallup, Accepted by  
 Dated: June 6, 2019   
 By:  
 Its: City Engineer

City of Puyallup, Approved as to form  
 Dated: June 10, 2019   
 By: Joseph N. Beck

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E-	19 N.	04	03	017	47
DOCUMENT NUMBER				SERIAL NUMBER	PAGE NUMBER

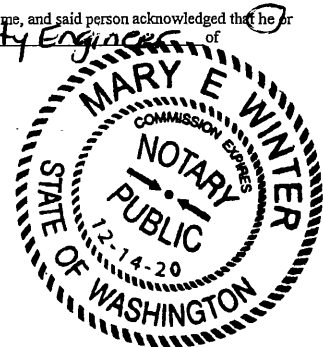
Its: City Attorney

State of Washington }  
 County of Pierce } ss.

I certify that I know or have satisfactory evidence that Hans Hunger is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the City Engineer of City of Puyallup to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/6/19  
 [seal or stamp]

Mary E Winter  
 Notary Public, State of Washington  
 My appointment expires: 12/14/20

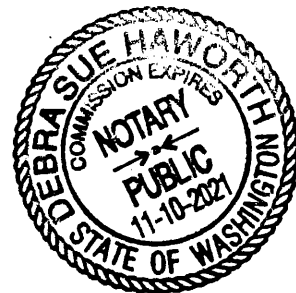


State of Washington }  
 County of Pierce } ss.

I certify that I know or have satisfactory evidence that GARY FRENTRESS is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the EX. DIR., CAPITAL PROJECTS of PUYALLUP SD to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 4, 2019  
 [seal or stamp]

Debra Sue Haworth  
 Notary Public, State of Washington  
 My appointment expires: 11-10-2021



RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E	19 N	04	03	017	5/11
DOCUMENT NUMBER		NUMBER		SERIAL NUMBER	PAGE NUMBER

Exhibit A: Legal Description

**PROPERTY INFO**

PARCEL NO: 0419043117

SITE AREA: 18.98 AC

ZONING: PF – PUBLIC FACILITIES

**LEGAL DESCRIPTION**

THE LAND IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:  
 BEGINNING 30 FEET NORTH AND 15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 4;  
 THENCE NORTH 553.14 FEET;  
 THENCE EAST 315 FEET;  
 THENCE SOUTH 553.14 FEET;  
 THENCE WEST 315 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4;  
 THENCE NORTH 00°04' 25" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1148.90 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 89°07'39" EAST A DISTANCE OF 162.00 FEET;  
 THENCE NORTH 00°04'25" EAST A DISTANCE OF 148.00 FEET;  
 THENCE SOUTH 89°07'39" WEST A DISTANCE OF 162.00 FEET TO THE WEST LINE OF SAID SECTION;  
 THENCE SOUTH 00°04'25" WEST 148.00 FEET ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING;  
 EXCEPT 86TH AVENUE EAST RESERVED FOR COUNTY ROAD (ALSO KNOWN AS 17TH STREET S.W.);

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2227151, 2239840, 9407070774 AND 9407070775;

ALSO EXCEPT THE SOUTHERLY 30 FEET THEREOF FOR 39TH AVENUE S.W. (ALSO KNOWN AS 112TH STREET EAST);  
 SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E	19 N.	04	03	017	417
DOCUMENT NUMBER					

Exhibit B

**Auditor's notation  
to facilitate  
scanning process**

**Auditor's notation  
to facilitate  
scanning process**

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

Facility Name \_\_\_\_\_

Address \_\_\_\_\_

Begin Date \_\_\_\_\_ End Date \_\_\_\_\_

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

**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.  
 Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.  
 Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.  
 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.

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

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL NUMBER	PAGE NUMBER
04E	19 N	04	03	017	7/11
DOCUMENT NUMBER				SERIAL NUMBER	PAGE NUMBER

RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL	PAGE
04E	19 N	04	03	017	8/17
DOCUMENT		NUMBER		NUMBER	NUMBER

Exhibit C: Stormwater Operation and Maintenance Manual

**Auditor's notation  
to facilitate  
scanning process**

**Auditor's notation  
to facilitate  
scanning process**



RANGE	TOWNSHIP	SECTION	QUARTER	SERIAL	PAGE
04E	19 N	04	03	017	9/17
DOCUMENT		NUMBER		SERIAL	PAGE
				NUMBER	NUMBER

# STORMWATER OPERATION AND MAINTENANCE MANUAL

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## PUYALLUP SCHOOL DISTRICT IT STORAGE BLDG C, F & G CITY PERMIT E-17-0360

**LOCATION:**

1501 39<sup>TH</sup> AVENUE SW  
PUYALLUP, WA 98375

**ISSUE DATE:**

April 30, 2019

**PREPARED FOR:**

Puyallup School District  
1501 39<sup>th</sup> Avenue SW  
Puyallup, WA 98375

**Program Document Prepared by:**

Pedro DeGuzman, PE – Terraforma Design Group, Inc.  
5027 51<sup>st</sup> Avenue SW  
Seattle, WA 98136  
Ph: (206) 923-0590

## Introduction:

The proposed development consists of a new 3485 sf storage building at the southwest corner of a Puyallup School District South Hill Support Center property. The project involves approximately 0.3 acres of the 19 acres facility. The site is located at 1501 39<sup>th</sup> Avenue Southwest, Puyallup.

The development includes new roof drainage and a roof downspout dispersion trench. City permit no. E-17-0360. The permit is exclusive to the proposed storage building and it's storm facilities. See attached storm facilities map.

The proposed development is required to implement this Operation and Maintenance Manual for the on-site stormwater facilities. These requirements shall be performed by the responsible property owner or maintenance service in accordance with current City standards. A copy of this manual shall be retained onsite or within reasonable access to the site and shall be transferred with the property to any successors.

The developer will be responsible for recording a Stormwater Management & BMP Facilities Agreement with the City of Puyallup as related to maintenance of the onsite stormwater facilities.

## Plan Goal

The specific purpose for the storm water facility is to minimize pollution that is typically associated with modern development, i.e. pollution from motor vehicles and pollution generated from erosion. Attached to this narrative is a maintenance manual, which offers guidelines to the owner for storm water facility maintenance.

## On-Site Stormwater Facility Maintenance Requirements

Regular inspections of the drainage facilities should be carried out twice per year, in the spring and fall. The responsible party should keep records of these inspections available for review by the City. Additional inspections may be required after severe seasonal storms. Routine maintenance of the site will include mowing, care of landscaping and the removal of trash and debris from the drainage system. The parking lots and driveways should be kept clean and in repair. Events such as major storms or heavy winds will require immediate inspections for damages.

The following is a list of the on-site storm drainage facilities and their function. Also attached are the required maintenance requirements for these facilities.

- **Catch Basins – provide runoff catchment**
- **Dispersion Trench – disperses runoff**

## O&M Location, Accessibility and Responsible Organizations:

This Operation and Maintenance manual shall be stored within the onsite District and shall be made available for inspection by the City.

Responsible Organization:  
Puyallup School District  
1501 39th Avenue SW, Puyallup, WA 98375  
Contact: Frank Eshpeter, Phone: (253) 435-6658

## INSPECTION / MAINTENANCE CHECKLIST

**PUYALLUP SCHOOL DISTRICT IT STORAGE BLDG C, F & G**

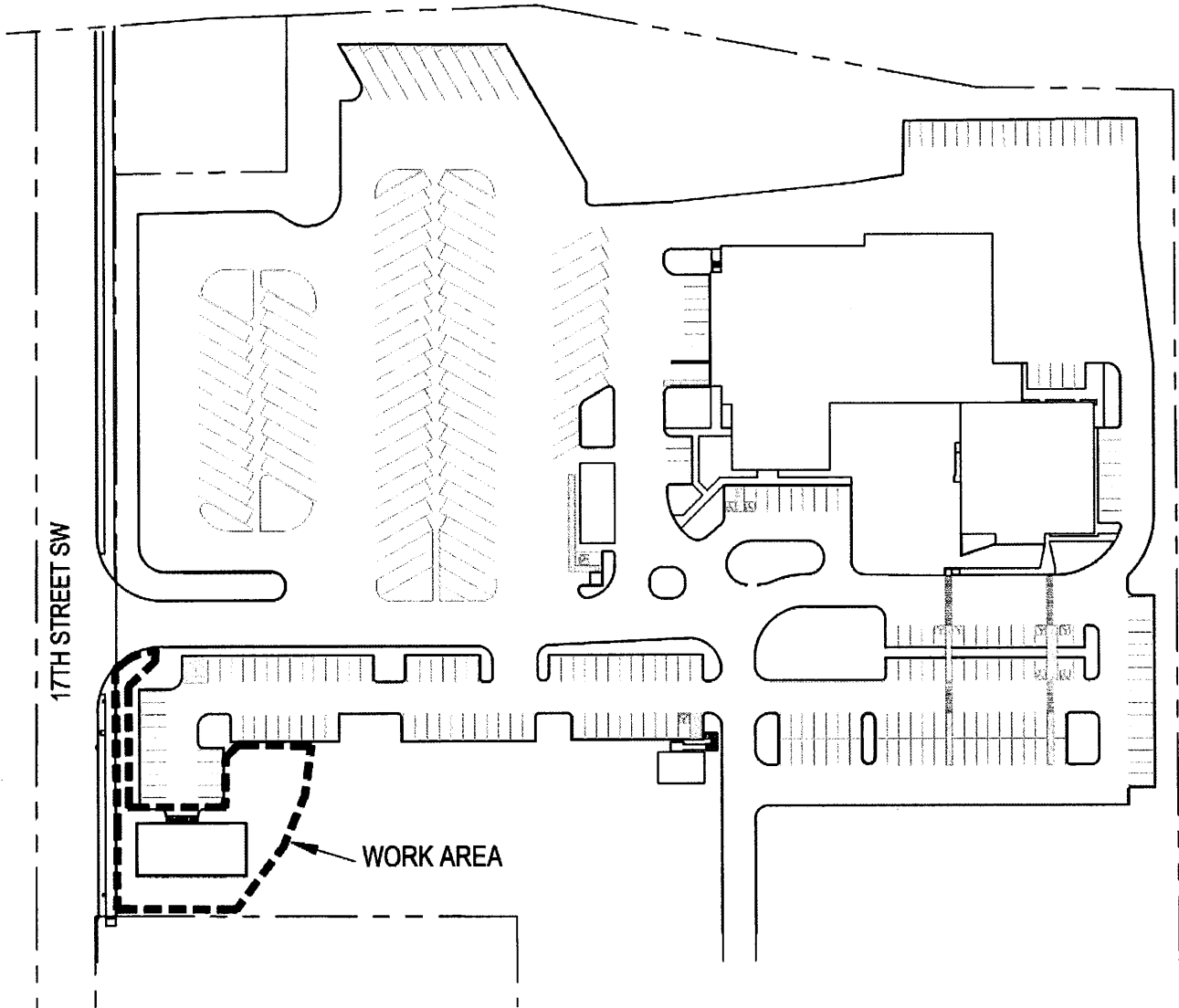
CITY PERMIT E-17-0360

LOCATION: 1501 39<sup>th</sup> Avenue SW, Puyallup, WA 98375

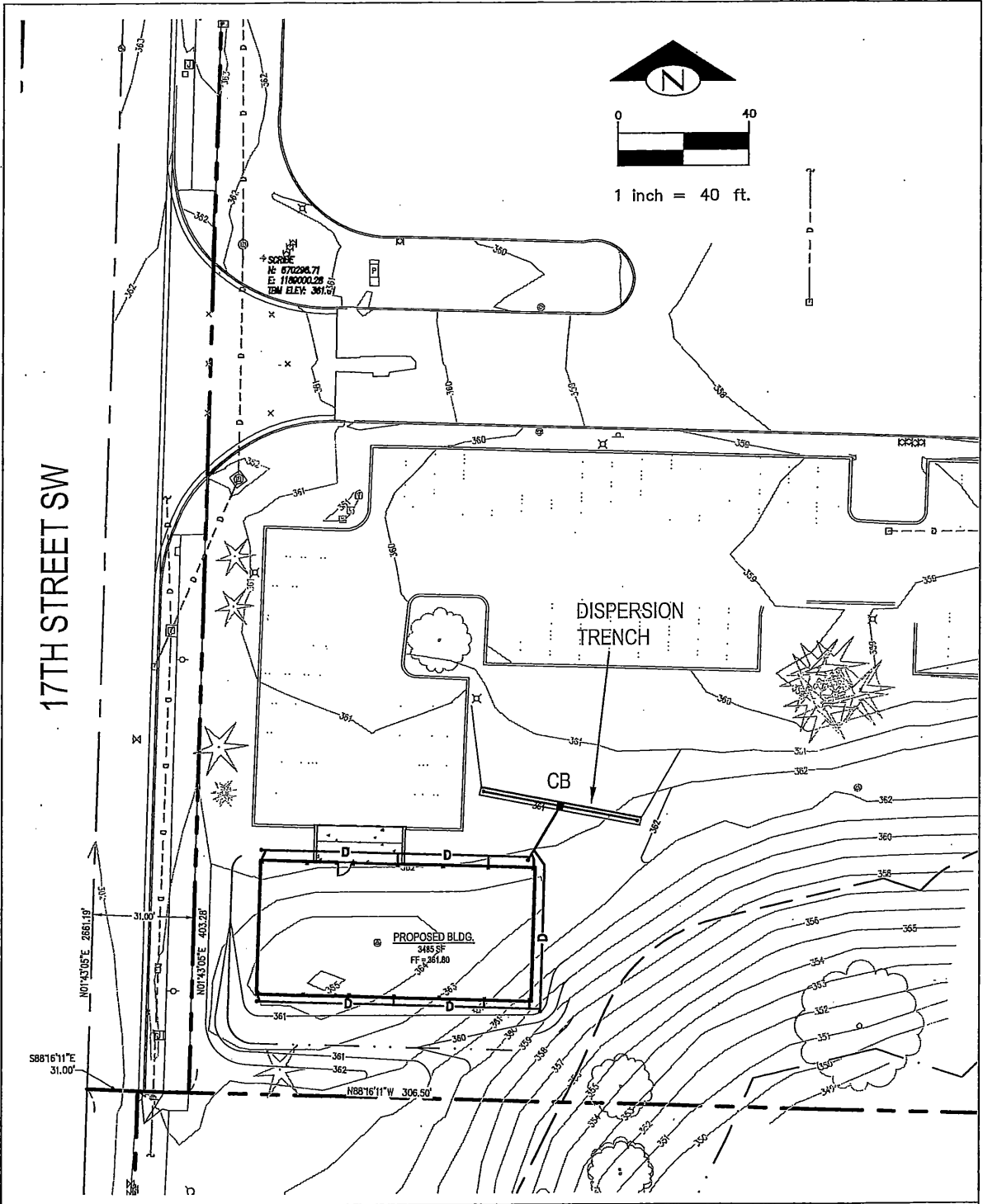
STRUCTURE	DATE OF INSPECTION/MAINTENANCE		
	Results/ Maintenance	Date	Comments
Catch Basins	Inspection Results		
	Maintenance Done		
Dispersion Trench	Inspection Results		
	Maintenance Done		
Catch Basins	Inspection Results		
	Maintenance Done		
Dispersion Trench	Inspection Results		
	Maintenance Done		
Catch Basins	Inspection Results		
	Maintenance Done		
Dispersion Trench	Inspection Results		
	Maintenance Done		
Catch Basins	Inspection Results		
	Maintenance Done		
Dispersion Trench	Inspection Results		
	Maintenance Done		

**\* A COPY OF THIS MAINTENANCE LOG SHALL BE COMPLETED BY A DESIGNATED MAINTENANCE PERSON PER THE REQUIRED MAINTENANCE INTERVALS. THESE MAINTENANCE LOGS SHALL BE KEPT ON-SITE.**

**INSPECTION / MAINTENANCE NOTES:**



**SITE MAP**



<p>PUYALLUP SCHOOL DISTRICT IT STORAGE BUILDING   1501 39TH AVE SW, PUYALLUP</p>	<p>DRAINAGE BASIN MAP - STORM FACILITIES</p>
<p>by: Pedro DeGuzman, PE Terraforma Design Group, Inc.</p>	<p>DATE: 4/30/19</p>

**Table V-4.5.2(5) Maintenance Standards - Catch Basins**

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
General	Trash & Debris	<p>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%.</p> <p>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.</p> <p>Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.</p> <p>Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).</p>	<p>No Trash or debris located immediately in front of catch basin or on grate opening.</p> <p>No trash or debris in the catch basin.</p> <p>Inlet and outlet pipes free of trash or debris.</p> <p>No dead animals or vegetation present within the catch basin.</p>
	Sediment	<p>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.</p>	<p>No sediment in the catch basin</p>
	Structure Damage to Frame and/or Top Slab	<p>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).</p>	<p>Top slab is free of holes and cracks.</p> <p>Frame is sit-</p>

**Table V-4.5.2(5) Maintenance Standards - Catch Basins (continued)**

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
		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	ting flush on the riser rings or top slab and firmly attached.
	Fractures or Cracks in Basin Walls/ Bottom	Maintenance person judges that structure is unsound. 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.	Basin replaced or repaired to design standards. Pipe is regouted and secure at basin wall.
	Settlement/ Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.
	Vegetation	Vegetation growing across and blocking more than 10% of the basin opening. Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation blocking opening to basin. No vegetation or root growth present.
	Contamination and Pollution	See "Detention Ponds" (No. 1).	No pollution present.
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	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into	Mechanism opens with

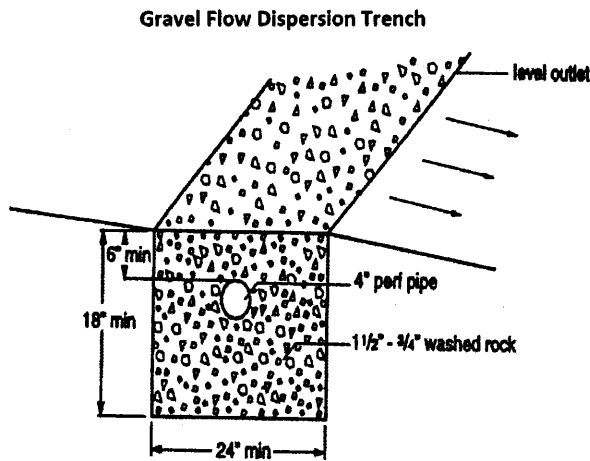
**Table V-4.5.2(5) Maintenance Standards - Catch Basins (continued)**

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Working	frame have less than 1/2 inch of thread.	proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
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.



<b>Dispersion Trench</b>					
Pipe Plugged with Sediment	A	Accumulated sediment that exceeds 20% of the design depth.	Yes No	Pipe cleaned/flushed so that it matches design.	
Not Discharging Water Properly	A, E	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Yes No	Trench redesigned or rebuilt to standards.	
Perforations Plugged.	A	Over 1/2 of perforations in pipe are plugged with debris and sediment.	Yes No	Perforated pipe cleaned or replaced.	
Water Flows Out Top of "Distributor" Catch Basin.	A, E	Maintenance person observes or receives credible report of water flowing out during any storm less than the design storm or its causing or appears likely to cause damage.	Yes No	Facility rebuilt or redesigned to standards.	
Receiving Area Over-Saturated	A, E	Water in receiving area is causing or has potential of causing landslide problems.	Yes No	No danger of landslides.	

Dispersion trenches are a special type of dissipater that includes a trench filled with drain rock and sometimes a weir board. The goal of a dispersion trench is to spread flows over a wide area to eliminate erosion impacts or to more closely mimic natural stormwater flow conditions.





PUYALLUP SCHOOL DISTRICT  
*A Tradition of Excellence*

Warehouse - SHSC Warehouse Storage Building

**Transmittal Number:#2**

Subject: PSD South Hill Support Campus Warehouse Storage Building Stormwater Management & BMP Facilities Agreement - Recorded  
Author: Haworth, Debbie, Puyallup School District  
Priority: Normal  
Date Created: 06.19.2019 11:19AM

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The following item(s) are being sent for Transmission:

We are: Attaching - (Hard Copy or Other)  
Via: Hand Delivery  
To: City of Puyallup

Attn: City Clerk  
333 South Meridian  
Puyallup, WA 98371

The following item(s): Other

If "Other" description is: Recorded original of the PSD South Hill Support Campus Warehouse Storage Building Stormwater Management & BMP Facilities Agreement.

**CC List:**

Number of copies: 1

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**Comments:**

*for your records*

Warehouse - SHSC Warehouse Storage Building