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

RANGE	TOWNSHIP	SECTION	QUARTER		
04E-	20 N-	34	3/4	076	1/16
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Document Title: Stormwater Outfall Management & BMP Facilities Agreement

Grantee: City of Puyallup

Grantor: PFHC-PVI, LLC

E 67 Half Ft of W 202.5 Ft of N 141 Ft of Lot 1, Block 1, S Side

Abbreviated Legal Description: Addition to Puyallup, Pierce Co, Wa

Complete Legal Description on Page 5 of this Document

Assessor's Tax Parcel or Account Numbers: 7790000050, 7790000024

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 PFHC-PVI, LLC, a Washington limited liability company (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:
1515 S Meridian, Puyallup WA, 98371.
- C. Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as E-20-0052 Puyallup Hampton Inn Addition, 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 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.

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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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PFHC-PVI, LLC

Dated: 4/8/2025

BY: [Signature]
Yu Te (David) Pong
Manager

City of Puyallup

Dated: 4/15/2025

BY: [Signature: Kenneth Cook]
Accepted By:
Kenneth Cook
Development Engineering Manager

City of Puyallup

Dated: 4/8/2025

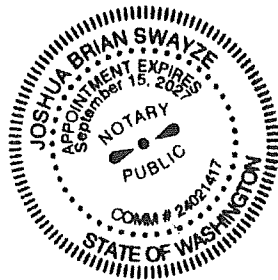
BY: [Signature: Joseph N. Beck]
Approved as to form:
Joseph N. Beck
City Attorney

STATE OF Washington)
))
COUNTY OF King)

-SS

On this 8th day of April, 2025, before me personally appeared Yu Te (David) Pong, to me known to be the Manager of PFHC-PVI, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature: Joshua Swayze]
Printed Name: Joshua Swayze
Notary Public in and for the State of WA
Residing in: Bellview WA
My appointment expires: 9/15/2027

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Legal Description

The land referred to is situated in the State of Washington, County of Pierce, and is described as follows:

PARCEL A:

The West 85 feet of the North 141 feet of Lot 1, Block 1, SOUTH SIDE ADDITION TO PUYALLUP, PIERCE COUNTY, WASHINGTON, according to Plat recorded in Book 6 of Plats at Page 90, in Pierce County, Washington.

EXCEPT any portion lying within 15th Avenue S.E.

AND EXCEPT that portion conveyed to the City of Puyallup by Deed recorded May 4, 1987 under Auditor's No. 8705040513.

PARCEL B:

The South 109 feet of the North 250 feet the West half of Lot 1, Block 1, SOUTH SIDE ADDITION TO PUYALLUP, PIERCE COUNTY, WASHINGTON, according to Plat recorded in Book 6 of Plats at Page 90, in Pierce County, Washington.

EXCEPT that portion thereof as conveyed to the City of Puyallup by Deed recorded May 4, 1987 under Auditor's No. 8705040263.

PARCEL C:

The South 80 feet of the West 270 feet of the West half of Lot 1, Block 1, SOUTH SIDE ADDITION TO PUYALLUP, PIERCE COUNTY, WASHINGTON, according to Plat recorded in Book 6 of Plats at Page 90, in Pierce County, Washington.

EXCEPT that portion thereof as conveyed to the City of Puyallup by Deed recorded May 4, 1987 under Auditor's No. 8705040463.

PARCEL D:

The East 50 feet of the North 141 feet of the West 135 feet of Lot 1, Block 1, SOUTH SIDE ADDITION TO PUYALLUP, PIERCE COUNTY, WASHINGTON, according to Plat recorded in Book 6 of Plats at Page 90, in Pierce County, Washington.

EXCEPT that portion lying within 15th Avenue S.E.

PARCEL E:

The East 67 ½ feet of the North 141 feet of the West 270 feet of Lot 1, Block 1, SOUTH SIDE ADDITION TO PUYALLUP, PIERCE COUNTY, WASHINGTON, according to Plat recorded in Book 6 of Plats at Page 90, in Pierce County, Washington.

EXCEPT any portion lying within 15th Avenue S.E.

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Exhibit A

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OPERATION AND MAINTENANCE MANUAL

Project Description The Hampton Inn located at 1515 S. Meridian Ave is adding an addition to the existing hotel. The addition will consist of a new parking area with a three story building on top of the first level garage, totaling four stories.

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PIERCE COUNTY STORMWATER and SITE DEVELOPMENT MANUAL

#5 – Maintenance Checklist for Catch Basins:

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	"Dump no pollutants" (or similar) stencil or stamp not visible	Stencil or stamp should be visible and easily read.	Warning signs (e.g., "Dump No Waste-Drains to Stream" or "Only rain down the drain"/ "Puget Sound starts here") painted or embossed on or adjacent to all storm drain inlets.
General	Trash and Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inlet capacity by more than 10 percent.	No trash or debris located immediately in front of catch basin or on grate opening.
General	Trash and Debris	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 6 inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
General	Trash and Debris	Trash or debris in any inlet or outlet pipe blocking more than one-third of its height.	Inlet and outlet pipes free of trash or debris.
General	Trash and 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.
General	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.
General	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than one-fourth inch.	No holes and cracks in the top slab allowing material to run into the basin.
General	Structure Damage to Frame and/or Top Slab	Frame not sitting flush on top slab, i.e., separation of more than three-fourth 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.
General	Fractures or Cracks in Basin Walls/ Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
General	Fractures or Cracks in Basin Walls/ Bottom	Grout fillet has separated or cracked wider than one-half-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 regouted and secure at basin wall.
General	Settlement/ Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.
General	Vegetation	Vegetation growing across and blocking more than 10 percent of the basin opening.	No vegetation blocking opening to basin.

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PIERCE COUNTY STORMWATER and SITE DEVELOPMENT MANUAL

#5 – Maintenance Checklist for Catch Basins:

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Vegetation	Vegetation growing in inlet/outlet pipe joints that is more than 6 inches tall and less than 6 inches apart.	No vegetation or root growth present.
General	Contamination and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.	No contaminants or pollutants present. <i>(Coordinate removal/cleanup with Pierce County Surface Water Management 253-798-2725 and/or Dept. of Ecology Spill Response 800-424-8802.)</i>
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 in place and secured.
Catch Basin Cover	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than one-half-inch of thread.	Mechanism opens with proper tools.
Catch Basin Cover	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. <i>(Intent is keep cover from sealing off access to maintenance.)</i>	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.
Grates	Grate Opening Unsafe	Grate with opening wider than seven-eighths of an inch.	Grate opening meets design standards.
Grates	Trash and Debris	Trash and debris that is blocking more than 20 percent of grate surface inletting capacity.	Grate free of trash and debris.
Grates	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

If you are unsure whether a problem exists, contact a professional engineer.

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PIERCE COUNTY STORMWATER and SITE DEVELOPMENT MANUAL

#6 – Maintenance Checklist for Debris Barriers (e.g., Trash Racks):

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash and Debris	Trash or debris that is plugging more than 20 percent of the openings in the barrier.	Barrier cleared to receive design flow capacity.
General	Damaged/Missing Bars	Bars are bent out of shape more than 3 inches.	Bars in place with no bends more than three-fourth inch.
General	Damaged/Missing Bars	Bars are missing or entire barrier missing.	Bars in place according to design.
General	Damaged/Missing Bars	Bars are loose and rust is causing 50 percent deterioration to any part of barrier.	Barrier replaced or repaired to design standards.
General	Inlet/Outlet Pipe	Debris barrier missing or not attached to pipe.	Barrier firmly attached to pipe.

If you are unsure whether a problem exists, contact a professional engineer.

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PIERCE COUNTY STORMWATER and SITE DEVELOPMENT MANUAL

#22 – Maintenance Checklist for Conveyance Systems (Pipes and Ditches):

Drainage System Feature	Defect or Problem	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pipes	Sediment & Debris	Accumulated sediment that exceeds 20 percent of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
Pipes	Vegetation	Vegetation that reduces free movement of water through pipes.	Vegetation does not impeded free movement of water through pipes. <i>Prohibit use of sand and sealant application and protect from construction runoff.</i>
Pipes	Damaged (Rusted, Bent or Crushed)	Protective coating is damaged: rust is causing more than 50 percent deterioration to any part of pipe.	Pipe repaired or replaced.
Pipes	Damaged (Rusted, Bent or Crushed)	Any dent that significantly impedes flow (i.e. decreases the cross section area of pipe by more than 20 percent).	Pipe repaired or replaced.
Pipes	Damaged (Rusted, Bent or Crushed)	Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
Open Ditches	Trash & Debris	Dumping of yard wastes such as grass clippings and branches. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	No trash or debris present. Trash and debris removed and disposed of as prescribed by the County.
Open Ditches	Sediment Buildup	Accumulated sediment that exceeds 20 percent of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
Open Ditches	Vegetation	Vegetation (e.g. weedy shrubs or saplings) that reduces free movements of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
Open Ditches	Erosion Damage to Slopes	Erosion damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	No erosion damage present. Slopes stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
Open Ditches	Erosion Damage to Slopes	Any erosion observed on a compacted berm embankment.	<i>If erosion is occurring on compacted berms a professional engineer should be consulted to resolve source of erosion.</i>
Open Ditches	Rock Lining Out of Place or Missing (If Applicable)	Native soil is exposed beneath the rock lining.	Rocks replaced to design standards.

If you are unsure whether a problem exists, contact a professional engineer.

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Exhibit B

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

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To view the stormwater site plan pages, go to the City of Puyallup CityView permit portal using this web address:

<https://permits.puyallupwa.gov/Portal/Permit/GetFile/70408>