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City of Puyallup  
333 South Meridian  
Puyallup, WA 98371

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**Document Title:** Stormwater Outfall Management & BMP Facilities Agreement  
**Grantor:** East Town Crossing LLC  
**Grantee:** City of Puyallup  
**Abbreviated Legal Description:** A portion of the SE ¼ of the SE ¼ of Sec 26, and the NE ¼ of the NE ¼ of Sec 35, T20N, R04E  
**Complete Legal Description:** See Exhibit 'A', pages 5-7  
**Assessor's Tax Parcel or Account Number(s):** 0420264071, 0420264072, and 0420351082  
**Reference Number of Related Document(s):** Permits PRCCP20230970 and PRCCP20240808

## 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 East Town Crossing 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: 3002 E Pioneer, Puyallup, WA 98372.
  
- C. Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as East Town Crossing 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.

**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 **B**. 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 **C**.
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 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>*

East Town Crossing, LLC

Dated: 6/3/26

BY: [Signature]  
Thomas L. Absher  
Managing Member

City of Puyallup

Dated: 6/3/2026

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

City of Puyallup

Dated: 6/4/2026

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

STATE OF Washington )  
COUNTY OF Pierce )

-ss

On this 3<sup>rd</sup> day of June, 2026, before me personally appeared Thomas L. Absher, to me known to be the Managing Member of East Town Crossing, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said company.

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



[Signature]  
Printed Name: Robin Loewen  
Notary Public in and for the State of WA  
Residing in: Puyallup, WA  
My appointment expires: 6/17/2026

**EXHIBIT "A"**  
**(LEGAL DESCRIPTION FOR LOTS 1-3 OF BLA 202505295001)**

**LOT 1:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 26 WITH THE EAST 1/16TH LINE OF SAID SECTION 26; THENCE ALONG SAID EAST 1/16TH LINE, NORTH 01°06'52" EAST, A DISTANCE OF 167.26 FEET; THENCE DEPARTING SAID EAST 1/16TH LINE, SOUTH 88°55'40" EAST, A DISTANCE OF 52.61 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD PER RIGHT OF WAY DEDICATION RECORDED UNDER RECORDING NUMBER 202505130207 AND THE **POINT OF BEGINNING**:

THENCE CONTINUING, SOUTH 88°55'40" EAST, A DISTANCE OF 161.36 FEET; THENCE SOUTH 01°04'33" WEST, A DISTANCE OF 93.47 FEET; THENCE SOUTH 88°55'40" EAST, A DISTANCE OF 63.49 FEET; THENCE NORTH 01°05'14" EAST, A DISTANCE OF 193.67 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF PIONEER WAY EAST PER SAID RIGHT OF WAY DEDICATION; THENCE ALONG SAID RIGHT OF WAY MARGIN THE FOLLOWING THREE COURSES:

- 1) NORTH 74°07'22" WEST, A DISTANCE OF 184.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 37.00 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 53°29'45" WEST, 58.61 FEET);
- 2) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 104°45'46" AN ARC DISTANCE OF 67.65 FEET
- 3) SOUTH 01°06'52" WEST, A DISTANCE OF 111.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 34,619 SQUARE FEET, OR 0.79 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

**LOT 2:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 26 WITH THE EAST 1/16TH LINE OF SAID SECTION 26; THENCE ALONG SAID EAST 1/16TH LINE, NORTH 01°06'52" EAST, A DISTANCE OF 167.26 FEET; THENCE DEPARTING SAID EAST 1/16TH LINE, SOUTH 88°55'40" EAST, A DISTANCE OF 52.61 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD PER RIGHT OF WAY DEDICATION RECORDED UNDER RECORDING NUMBER 202505130207 AND THE **POINT OF BEGINNING**:

THENCE CONTINUING, SOUTH 88°55'40" EAST, A DISTANCE OF 161.36 FEET; THENCE SOUTH 01°04'33" WEST, A DISTANCE OF 93.47 FEET; THENCE SOUTH 88°55'40" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 01°04'33" WEST, A DISTANCE OF 103.41 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 46°04'27" WEST, 14.14 FEET); THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'47", AN ARC

DISTANCE OF 15.71 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 20.98 FEET; THENCE NORTH 85°21'53" WEST, A DISTANCE OF 43.11 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 74.59 FEET; THENCE NORTH 01°06'38" EAST, A DISTANCE OF 14.56 FEET; THENCE NORTH 88°52'18" WEST, A DISTANCE OF 13.17 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (THE LONG CHORD OF WHICH BEARS NORTH 43°03'40" WEST, 28.68 FEET); THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°37'19", AN ARC DISTANCE OF 31.98 FEET TO THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD PER SAID RIGHT OF WAY DEDICATION; THENCE ALONG SAID RIGHT OF WAY MARGIN THE FOLLOWING TWO COURSES:

- 1) NORTH 02°44'57" EAST, A DISTANCE OF 131.64 FEET;
- 2) NORTH 01°06'52" EAST, A DISTANCE OF 37.46 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 34,721 SQUARE FEET, OR 0.80 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

**LOT 3:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 26 WITH THE EAST 1/16TH LINE OF SAID SECTION 26; THENCE ALONG SAID EAST 1/16TH LINE, NORTH 01°06'52" EAST, A DISTANCE OF 167.26 FEET; THENCE DEPARTING SAID EAST 1/16TH LINE, SOUTH 88°55'40" EAST, A DISTANCE OF 52.61 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD PER RIGHT OF WAY DEDICATION RECORDED UNDER RECORDING NUMBER 202505130207; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 01°06'52" WEST, A DISTANCE OF 37.46 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 02°44'57" WEST, A DISTANCE OF 131.64 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN THE FOLLOWING TWO COURSES:

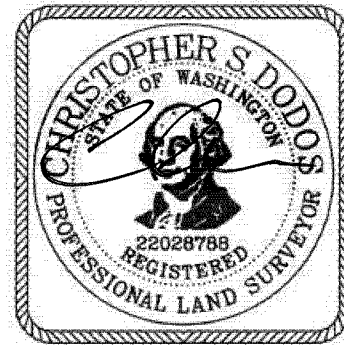
- 1) SOUTH 02°16'50" WEST, A DISTANCE OF 109.88 FEET;
- 2) SOUTH 01°06'37" WEST, A DISTANCE OF 283.94 FEET;

THENCE DEPARTING SAID RIGHT OF WAY MARGIN, SOUTH 88°53'23" EAST, A DISTANCE OF 217.35 FEET TO A POINT ON THE WEST LINE OF LOT 3 PER CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200303315001, RECORDS OF PIERCE COUNTY; THENCE ALONG SAID WEST LINE, SOUTH 01°06'58" WEST, A DISTANCE OF 100.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, SOUTH 88°53'37" EAST, A DISTANCE OF 405.34 FEET TO THE SOUTHEAST CORNER OF LOT 3, SAID CORNER BEING A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE ALONG SAID EAST LINE NORTH 01°15'10" EAST, A DISTANCE OF 491.50 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION SOUTH 88°32'35" EAST, 30.48 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT; THENCE ALONG THE EAST LINE OF SAID LOT 5 NORTH 01°15'10" EAST, A DISTANCE OF 160.14 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF PIONEER WAY EAST PER SAID RIGHT OF WAY DEDICATION; THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 74°07'22" WEST, A DISTANCE OF 438.40 FEET; THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 01°05'14" WEST, A

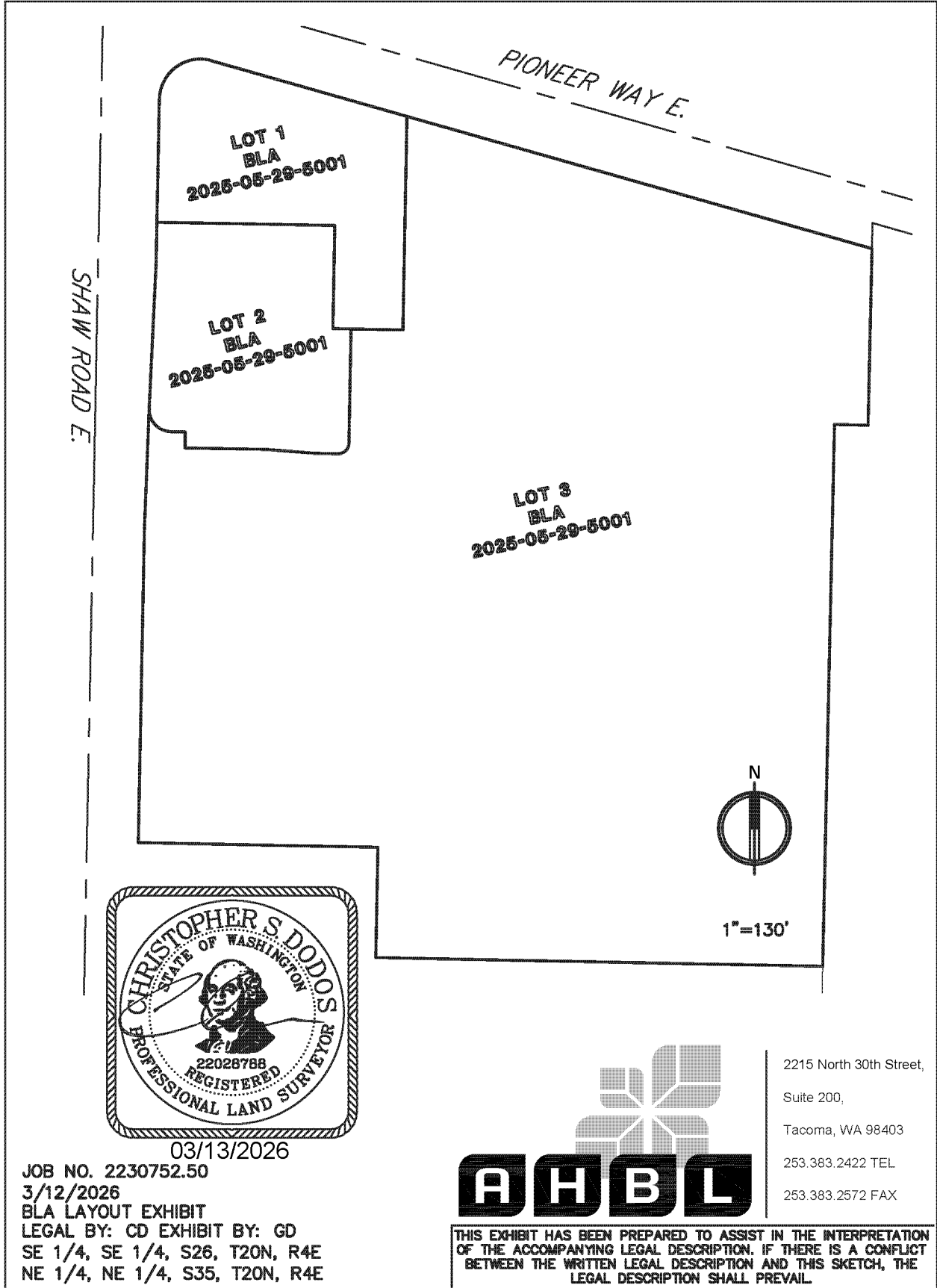
DISTANCE OF 193.67 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 46.99 FEET; THENCE SOUTH 01°04'33" WEST, A DISTANCE OF 103.41 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 46°04'27" WEST, 14.14 FEET); THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'47", AN ARC DISTANCE OF 15.71 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 20.98 FEET; THENCE NORTH 85°21'53" WEST, A DISTANCE OF 43.11 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 74.59 FEET; THENCE NORTH 01°06'38" EAST, A DISTANCE OF 14.56 FEET; THENCE NORTH 88°52'18" WEST, A DISTANCE OF 13.17 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (THE LONG CHORD OF WHICH BEARS NORTH 43°03'40" WEST, 28.68 FEET); THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°37'19", AN ARC DISTANCE OF 31.98 FEET TO THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD PER SAID RIGHT OF WAY DEDICATION AND THE POINT OF BEGINNING.

CONTAINING 395,481 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.



03/13/2026



**Exhibit B**

**STORMWATER OPERATIONS & MAINTENANCE MANUAL**

A copy of the Stormwater Agreement and Operations and Maintenance Manual shall be kept on site. The Operations and Maintenance Manual for East Town Crossing is on file with the City of Puyallup Stormwater Engineering team and is available upon request.

## EXHIBIT "C"

### Annual Inspection Report

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

Facility Name East Town Crossing

Address 3002 E. Pioneer

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

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

Facility Name East Town Crossing

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

To view the stormwater site plan pages for East Town Crossing Phase 1 (civil construction permit PRCCP20230970), go to the City of Puyallup City View permit portal using the web address shown below:

<https://permits.puyallupwa.gov/Portal/Permit/GetFile?docId=148023>

To view the stormwater site plan pages for East Town Crossing Phase 2 (civil construction permit PRCCP20240808), go to the City of Puyallup City View permit portal using the web address shown below:

<https://permits.puyallupwa.gov/Portal/Permit/GetFile?docId=171246>