

After recording return to:

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

info@puyallupwa.gov

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**Document Title:** Stormwater Outfall Management & BMP Facilities Agreement

**Grantee:** City of Puyallup

**Grantor:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

**Complete Legal Description on \_\_\_\_ Page of this Document**

**Assessor's Tax Parcel or Account Numbers:** \_\_\_\_\_

**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 \_\_\_\_\_ (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:  
\_\_\_\_\_.
- C. Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as \_\_\_\_\_, 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 \_\_\_\_\_. 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 \_\_\_\_\_.
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>*

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## **Exhibit A**

## **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 |
|------|---------|--------------------------|---------------|----------------------|------------------|----------------------------|
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**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.

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

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