

## PIERCE COUNTY CONSERVATION FUTURES AGREEMENT TO FUND

THIS PIERCE COUNTY CONSERVATION FUTURES AGREEMENT TO FUND (“Agreement”) is made and entered into as of the Effective Date (defined in Section 24 below) by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County") and \_\_\_\_\_, a Washington nonprofit nature conservancy corporation **OR OTHER ENTITY** (“Sponsor”). Pierce County and Sponsor may collectively be referred to hereinafter as “the Parties” or individually as a “Party.”

### R E C I T A L S

WHEREAS on \_\_\_\_\_ the Pierce County Council adopted Resolution No. \_\_\_\_\_ ("Resolution") identifying certain parcels of open space, farm and agricultural and timber lands in Pierce County eligible for protection from future development through expenditures from the Pierce County Conservation Futures Fund ("Eligible Properties"); and

WHEREAS the Eligible Properties contain elements, features and characteristics consistent with the purposes and values described in Chapter 84.34 RCW and Chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; (b) forest lands; (c) wetlands; and (d) marine shorelines **ADD/EDIT AS APPROPRIATE**(collectively "Conservation Characteristics"); and

WHEREAS the Resolution authorized the Pierce County Executive to negotiate with owners of Eligible Properties and with nonprofit nature conservancy corporations and receiving agencies to acquire fee simple or lesser interests therein to preserve the Conservation Characteristics of the Eligible Properties in perpetuity; and

WHEREAS Sponsor is a nonprofit nature conservancy corporation and nonprofit receiving agency as defined in RCW 84.34.250 and RCW 64.04.130, respectively, and, as such, is authorized by RCW 84.34.200 - .250 and RCW 64.04.130 to purchase and hold fee simple title and lesser interests in open space, farm and agricultural and timber lands; and

WHEREAS Sponsor desires to purchase in fee simple the Eligible Property described and identified in Section 2 below ("Protected Property") to preserve its Conservation Characteristics in perpetuity; and

WHEREAS to complete its purchase of the Protected Property and preserve its Conservation Characteristics in perpetuity, it is necessary for Sponsor to obtain purchase money grant funding from the Pierce County Conservation Futures Fund; and

WHEREAS subject to the terms, covenants and conditions set forth in this Agreement, Pierce County desires to provide purchase money grant funding from the

Pierce County Conservation Futures Fund to assist Sponsor in purchasing the Protected Property.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Pierce County and Sponsor agree as follows:

## A G R E E M E N T

**1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

**2. Identification of Protected Property.** The Protected Property consists of those certain parcels of real property in Pierce County, Washington, legally described in attached **Exhibit A**.

**3. Definitions.**

**3.1 "Seller"** means \_\_\_\_\_, the record owner(s) of the Protected Property;

**3.2 "Purchase and Sale Agreement" or "PSA"** means the written agreement between Seller and Sponsor for the purchase and sale of the Protected Property;

**3.3 "Closing Agent"** means the title insurance or escrow company selected by Seller and Sponsor to close and provide title insurance services for the transaction contemplated by the PSA;

**3.4 "Closing"** means the date upon which the Statutory Warranty Deed from Owner to Sponsor is recorded by Closing Agent pursuant to the PSA and the proceeds of sale are legally available for disbursement to Seller.

**3.5 "Purchase Price"** means the sum of \_\_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_), the amount to be paid by Sponsor to Seller to acquire the Protected Property;

**3.6 "MAI Appraisal"** means an independent written appraisal of the Protected Property commissioned by Sponsor and conducted in accordance with the Uniform Standards for Professional Appraisal Practice ("USPAP") by an appraiser who is licensed and certified by the state of Washington and a member in good standing of the Appraisal Institute;

**3.7 "Review Appraisal"** means a review of the MAI Appraisal of the Protected Property commissioned by Pierce County and conducted in accordance with USPAP by an appraiser who is licensed and certified by the state of Washington and a member in good standing of the Appraisal Institute;

**3.8 "Sponsor's Closing Costs"** means the following documented costs allocated by Closing Agent to Sponsor under the PSA: (a) ONE-HALF (1/2) of Closing Agent's escrow fee; and (b) the recording fees for the Statutory Warranty Deed and the Stewardship Agreement (defined in Section 3.12 below);

**3.9 "Sponsor's External Costs"** means the documented cost incurred by Sponsor for the MAI Appraisal and for such other amounts as Pierce County may approve in advance, in writing, in its sole and absolute judgment and discretion;

**3.10 IF NON-PROFIT "Sponsor's Internal Costs"** means the documented internal costs incurred by Sponsor's staff to: (a) review title reports, appraisals, review appraisals, environmental site assessment reports and structural inspection reports related to the Protected Property; (b) negotiate with Seller; and (c) draft the PSA and other required transaction documents;

**3.11 "Administrative Guidelines"** means the 20\_\_ Pierce County Conservation Futures Administrative Guidelines attached hereto as **Exhibit B**; and

**3.12 "Stewardship Agreement"** means the Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenant attached hereto as **Exhibit C**.

**4. Pierce County Funding Commitment.** Pierce County's expenditure from the Conservation Futures Fund ("Pierce County Funding Commitment") shall not exceed the following:

**4.1** \_\_\_\_\_ PERCENT (\_\_\_\_%) of the fair market value of the Protected Property as determined by the MAI Appraisal and confirmed by any Review Appraisal commissioned and approved by Pierce County in its sole and absolute judgment and discretion, or \_\_\_\_\_/100 DOLLARS (\$\_\_\_\_\_), whichever is less ("Pierce County Purchase Money Grant");

**4.2** All of Sponsor's Closing Costs;

**4.3** All of Sponsor's External Costs; provided, Pierce County's obligation to reimburse Sponsor's External Costs shall not exceed \_\_\_\_\_/100 DOLLARS (\$\_\_\_\_\_); and

**4.4 IF NON-PROFIT** All of Sponsor's Internal Costs; provided, Pierce County's obligation to reimburse Sponsor's Internal Costs shall not exceed FIVE PERCENT (5%) of the Pierce County Purchase Money Grant as determined pursuant to Section 4.1 above or \_\_\_\_\_/100 DOLLARS (\$\_\_\_\_\_), whichever is less.

**5. Disbursement of Pierce County Funding Commitment.** Upon satisfaction or waiver of all conditions precedent set forth in Section 6 below, Pierce County shall disburse the Pierce County Funding Commitment as follows:

**5.1** At Closing, Pierce County shall deposit the Pierce County Purchase Money Grant with Closing Agent by cashier's check, certified check or wire transfer of immediately available funds and Closing Agent shall hold the same pending receipt of written escrow instructions from Pierce County and Sponsor to release the same in accordance with the PSA;

**5.2** After Closing, Pierce County shall, within FORTY FIVE (45) calendar days from receipt of a written invoice from Sponsor, reimburse Sponsor's Internal Costs and External Costs, regardless of whether the transaction contemplated by the PSA closes; provided, if the failure to close is due to Sponsor's breach of the PSA or of this Agreement, Pierce County's reimbursement obligation shall automatically terminate and neither Party shall have any further rights or remedies hereunder except those that expressly survive termination hereof.

**6. Conditions Precedent to Disbursement of Funding Commitment.** Pierce County's obligation to disburse the Pierce County Funding Commitment as provided in Section 5 above is subject and conditioned upon satisfaction or waiver by Pierce County, acting in its sole and absolute judgment and discretion, of each of the following conditions precedent. If any of the conditions precedent set forth in the PSA or in this Section 6 are not satisfied or waived on or before Closing by the Party benefited thereby, this Agreement shall automatically terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive termination hereof. The foregoing notwithstanding, Pierce County may, in its sole and absolute judgment and discretion, elect at any time or times on or before the date (and, if indicated, the time) specified for the satisfaction of the condition, waive in writing the benefit of any condition precedent:

**6.1 Purchase and Sale Agreement.** Inclusion of the following terms, covenants and conditions in the PSA:

**6.1.1 Due Diligence Review.** A period of not less than SIXTY (60) calendar days during which Sponsor shall have access to the Protected Property to conduct a due diligence review and determine if it is satisfied with all aspects of the Protected Property including, without limitation, the physical, health and safety, environmental and land use aspects thereof.

**6.1.2 Preliminary Commitments for Title Insurance.** Issuance of a preliminary commitment for title insurance by Closing Agent within TEN (10) calendar days from the effective date of the PSA, together with complete and legible copies of any recorded exceptions identified in Schedule B thereof;

**6.1.3 Approval of Title.** A period of not less than THIRTY (30) calendar days from the effective date of the PSA during which Sponsor may review title to the Protected Property and identify exceptions to title to which it does not object ("Permitted Exceptions");

**6.1.4 Conveyance of Title.** Conveyance of title to the Protected Property to Sponsor at Closing by Statutory Warranty Deed free and clear of all encumbrances and defects except the Permitted Exceptions;

**6.1.5 Title Policy.** Issuance of an owner's standard coverage policy of title insurance insuring: (a) the Protected Property in the full amount of the Purchase Price, free and clear of all liens, encumbrances and defects except the Permitted Exceptions; and (b) the Stewardship Agreement in first lien position, free and clear of all liens, encumbrances and defects except the Permitted Exceptions;

**6.1.6 Stewardship Agreement.** Seller's written consent to the Stewardship Agreement within THIRTY (30) calendar days from the effective date of the PSA; and

**6.2 Performance of PSA.** Seller's and Sponsor's timely exercise of all rights and performance of all duties granted to or imposed upon them under the PSA and this Agreement;

**6.3 Title Insurance Policy.** Closing Agent's written commitment to issue at Closing or as soon as practicable thereafter a standard coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price, subject only to: (a) the Permitted Exceptions; and (b) the Stewardship Agreement.

**6.4 Seller's Closing Deliveries.** Delivery to Closing Agent on or before Closing of all instruments, documents and monies required of Seller under the PSA;

**6.5 Sponsor's Closing Deliveries.** Delivery to Closing Agent on or before Closing of all instruments, documents and monies (except the Pierce County Purchase Money Grant and Sponsor's Closing Costs) required of Sponsor under the PSA and this Agreement;

**6.6 Acceptance of Encumbrances.** Written acceptance of and consent to record at Closing the Stewardship Agreement by: (a) Seller; (b) Sponsor; and (c) Pierce County;

**6.7 Recording of Stewardship Agreement.** Closing Agent's written commitment to record the Stewardship Agreement next in sequence after recording the Statutory Warranty Deed;

**6.8 Review of Appraisal.** Pierce County's review and written approval, in its sole and absolute judgment and discretion, of the MAI Appraisal;

**6.9 Closing.** Closing of the transaction contemplated by the PSA on or before \_\_\_\_\_, or such extended Closing Date to which the Parties may mutually agree in writing, but in any event not later than \_\_\_\_\_, the date upon which Pierce County's budget appropriation for acquisition of the Protected Property unconditionally expires.

**7. Milestone Reporting.** The Parties acknowledge and agree that prior to the Effective Date they mutually agreed to the milestones and milestone target dates set forth in the Milestone Report attached hereto as **Exhibit D**. Sponsor shall use its best efforts to complete each milestone on or before the target date and shall, on or before each such target date, advise Pierce County of its progress with respect thereto.

**8. Representations and Warranties.**

**8.1 By Sponsor.** In addition to any other representations and/or warranties contained elsewhere in this Agreement, Sponsor represents and warrants to Pierce County as follows:

**8.1.1 Authority.** Sponsor has full right, title, authority and capacity to execute and perform the PSA and this Agreement and to consummate the transactions contemplated thereby and the individual(s) who on Sponsor's behalf executes and delivers the PSA and this Agreement and all documents to be delivered under the PSA and this Agreement are and shall be authorized to do so;

**8.1.2 Litigation.** To the best of Sponsor's knowledge there are no actions, suits, proceedings or litigation pending or threatened against Seller or Sponsor in any court or before any administrative agency that might result in Seller or Sponsor being unable to consummate the transaction contemplated by the PSA or this Agreement; and

**8.1.3 Change in Circumstances.** If, prior to Closing, Sponsor becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement, then Sponsor shall promptly give written notice thereof to Pierce County. If Sponsor gives written notice of any such change, or if Pierce County otherwise has actual notice of any such change, Pierce County shall have the option to terminate this Agreement within TEN (10) business days from the date Pierce County receives written notice of the changed fact or circumstance, whereupon neither Party shall have any rights or remedies against the other except those that expressly survive termination hereof.

**8.2 By Pierce County.** In addition to any other representations and/or warranties contained elsewhere in this Agreement, Pierce County represents and warrants to Sponsor as follows:

**8.2.1 Authority.** Pierce County has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated hereby, and the individuals who on Pierce County's behalf execute and

deliver this Agreement and all instruments and documents to be delivered to Closing Agent hereunder are and shall be authorized to do so;

**8.2.2 Litigation.** There is no litigation pending or, to Pierce County's knowledge, threatened, against Pierce County before any court or administrative agency which might result in Purchaser being unable to consummate the transactions contemplated by the PSA and this Agreement; and

**8.2.3 Change in Circumstances.** If, prior to Closing, Pierce County becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement, then Pierce County shall promptly give written notice thereof to Sponsor. If Pierce County gives written notice of any such change, or if Sponsor otherwise has actual notice of any such change, Sponsor shall have the option to terminate this Agreement within TEN (10) business days from the date Sponsor receives written notice of the changed fact or circumstance, whereupon neither Party shall have any rights or remedies against the other except those that expressly survive termination hereof.

**8.3 Condition of Protected Property.** Sponsor acknowledges and agrees Pierce County has not made any statement, representation, warranty or agreement as to any matter concerning the condition of the Protected Property or the suitability thereof for Sponsor's intended uses. Sponsor represents and warrants to Pierce County that Sponsor has made or will make its own independent examination, inspection and investigation of the Protected Property and is acquiring the same in its present "AS-IS" condition, with all faults and without any warranties whatsoever, express or implied.

**9. Release, Defense, Indemnity and Hold Harmless.** As of the Effective Date, Sponsor shall release, defend, indemnify and forever hold harmless Pierce County, and its elected and appointed officials, employees, agents, attorneys, successors and assigns, of and from all claims, demands, damages, actions or causes of action, costs, attorney fees and expenses of any kind, type or nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way relating to the transaction contemplated by the PSA and/or this Agreement, except those arising from Pierce County's sole conduct. The release, defense, indemnity and hold harmless obligations set forth in this Section 9 shall survive Closing and shall not be deemed extinguished by any legal doctrine including, without limitation, the doctrine of merger by deed.

**10. Notices.** Notices required or desired to be given under this Agreement shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record; or (c) fax to the address of such person as set forth in this Agreement, or such address or addresses designated in writing from time to time. The notice shall be deemed delivered on the earlier of: (a) three (3) business days from deposit in the United States mail; (b) the delivery date as shown in the regular business records of the overnight courier service; or (c) the date of automatic confirmed receipt by the recipient's fax. Notices shall be addressed as follows:

**To Sponsor:**

To Pierce County: Pierce County Parks & Recreation Services  
Attn: Resource Stewardship Division  
9112 Lakewood Drive SW Suite 100  
Lakewood, WA 98499  
Telephone: 253-798-4252  
Facsimile: 253-798-4233  
Email: ryan.walker@piercecountywa.gov

**Copy to:**

Pierce County Prosecuting Attorney/Civil Division

**Closing Agent:**

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: The electronic mail addresses provided above are for convenience only and do not constitute a valid method of giving notice under this Agreement.**

**11. Attorneys' Fees/Venue.** The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Agreement shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating in any way to this Agreement shall be in the Superior Court of Pierce County, Washington.

**12. Negotiation, Construction & Interpretation.** This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed under the laws of the state of Washington according to its fair meaning and not strictly for or against either Party.

**13. Time.** Time is of the essence of this Agreement and of every term and provision hereof.

**14. Entire Agreement.** This Agreement and the documents executed and delivered in accordance herewith constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all written or oral agreements or understandings, if any.

**15. Modification.** This Agreement may be modified only in writing signed by both Parties.



**16. Date of Performance.** If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

**17. Cost of Performance.** Except as otherwise expressly provided in this Agreement, all covenants, agreements and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

**18. Recording.** Unless otherwise expressly required by law, neither this Agreement, nor any memorandum hereof, shall be recorded.

**19. Survival of Provisions.** The covenants, representations, warranties, agreements, terms and provisions contained in this Agreement shall survive Closing and shall not be deemed to have been extinguished by any legal doctrine including, without limitation, the doctrine of merger by deed.

**20. Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**21. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and/or assigns.

**22. Exhibits.** The following exhibits are attached hereto and by this reference are incorporated herein as if fully set forth:

- Exhibit A** - Legal Description of Protected Property
- Exhibit B** - Administrative Guidelines
- Exhibit C** - Stewardship Agreement
- Exhibit D** - Milestone Report

**23. Outside Closing Date; Termination.** The provisions of the PSA and this Agreement notwithstanding, in the event the transaction contemplated thereby does not close by \_\_\_\_\_, Pierce County may, acting in its sole and absolute judgment and discretion, elect to terminate this Agreement, whereupon neither Party shall have any rights or remedies against the other except those that expressly survive termination hereof.

**24. Effective Date.** The Effective Date of this Agreement shall be the date upon which the Pierce County Executive (who shall be the last person to sign) shall have executed this Agreement as indicated opposite his name below.

***[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]***

DRAFT





**EXHIBIT A**  
**Legal Description of Protected Property**

DRAFT

**EXHIBIT B**  
**Administrative Guidelines**

DRAFT

**EXHIBIT C**  
**Stewardship Agreement**  
**FORM ONLY - DO NOT SIGN**

WHEN RECORDED RETURN TO:  
Pierce County Parks & Recreation Services  
ATTN: Ryan Walker, Conservation Futures Coordinator  
9112 Lakewood Drive SW, Suite 114  
Lakewood, WA 98499-3998

**WASHINGTON STATE COUNTY AUDITOR'S/RECORDERS  
INDEXING FORM**

**Document Title:** Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenant

**Grantor:**

**Grantee:** Pierce County, a municipal corporation and political subdivision of the state of Washington

**Abbreviated Legal:** \_\_\_\_\_

**Tax Parcel Number(s):** \_\_\_\_\_

**PIERCE COUNTY CONSERVATION FUTURES  
STEWARDSHIP AGREEMENT AND DECLARATION OF  
RESTRICTIVE COVENANTS**

THIS PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of the Effective Date (defined in Section 26 below) by and between \_\_\_\_\_, a Washington \_\_\_\_\_ ("Sponsor") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County"). Sponsor and Pierce County may hereinafter be referred to collectively as "the Parties" or individually as a "Party."

**RECITALS**

WHEREAS Sponsor is sole owner in fee simple of that certain parcel real property in Pierce County, Washington, legally described in **Exhibit A** attached hereto and by this reference incorporated herein ("Protected Property"); and

WHEREAS the Protected Property includes Pierce County Tax Parcel Nos. \_\_\_\_\_, containing approximately \_\_\_\_\_ (\_\_\_\_) acres in the aggregate according to the Pierce County Assessor-Treasurer, and was previously owned by \_\_\_\_\_; and

WHEREAS Sponsor acquired title to the Protected Property in part with funds from Pierce County's Conservation Futures Fund in exchange for its promise to hold title thereto in perpetuity as open space land for and on behalf of the general public in accordance with the terms of this Declaration; and

WHEREAS the Protected Property contains significant elements, features, attributes and amenities of great importance to Sponsor, Pierce County, the people of Pierce County and the state of Washington, described in and designated for protection under chapter 84.34 of the Revised Code of Washington ("RCW") and chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; (b) forest lands; (c) wetlands; and (d) marine shorelines **ADD/EDIT AS APPROPRIATE** (collectively "Conservation Characteristics"); and

WHEREAS the Parties desire to establish in this Declaration the terms, covenants and conditions under which Sponsor shall use and manage the Protected Property and to impose upon the Protected Property such restrictive covenants as are necessary to protect, preserve, maintain, improve, restore, limit the future development and use of and otherwise conserve, in perpetuity, the Protected Property and its Conservation Characteristics.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Sponsor and Pierce County hereby agree as follows:



## A G R E E M E N T

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Restrictive Covenants; Purpose.**

2.1 **Restrictive Covenants.** Sponsor hereby declares that the terms, covenants and conditions of this Declaration shall, pursuant to Chapter 84.34 RCW and Chapter 2.97 PCC: (a) constitute restrictive covenants and/or equitable servitudes running with the Protected Property in perpetuity in fulfillment of the legal and contractual obligations of Sponsor with respect thereto; and (b) forever bind Sponsor and its successors-in-interest.

2.2 **Purpose.** The intention and purpose of the Parties (collectively "the Purpose") in executing, delivering and performing this Declaration is: (a) to ensure the Protected Property is held by Sponsor and its successors-in-interest in perpetuity as open space land so as to protect, preserve, maintain, conserve, enhance and improve its Conservation Characteristics; and (b) to prevent any use of the Protected Property that will damage or destroy its Conservation Characteristics or prevent their maintenance, restoration or enhancement.

3. **Stewardship.** Sponsor agrees for itself and its successors-in-interest to use and manage the Protected Property in perpetuity in accordance with the Purpose, this Declaration and all Applicable Laws (defined in Section 4.1 below).

4. **Permitted Uses.** *EDIT/ADD ACCORDING TO COUNCIL RESOLUTION*

4.1 **By Sponsor.** Sponsor shall use the Protected Property in accordance with: (a) all applicable federal, state, county and local laws, rules, regulations and standards (collectively "Applicable Laws"); (b) the Property Management Plan (defined in Section 7 below); and (c) this Declaration; so as to forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics thereof.

4.2 **By Public.** Sponsor shall permit the public to have access to the Protected Property year-round at reasonable hours and times consistent with the Purpose, this Declaration and the Property Management Plan. Said access shall include, but not be limited to: (a) hiking and trail-walking; (b) wildlife viewing; and (c) nature study. Sponsor's obligation to permit access to the Protected Property by the public does not include an affirmative duty to develop any facilities or infrastructure, other than trails.

4.2.1 **Passive Recreational Activities.** Sponsor may, without the prior written consent of Pierce County, make improvements and alterations to the Protected Property to promote and support passive recreational activities thereupon (e.g., hiking trails, wildlife viewing platforms, etc.) consistent with the Purpose, this Declaration and the Property Management Plan.

**4.3 Acknowledgements, Written Materials and Signs.** Sponsor may, at its sole cost and expense, elect to create written materials and/or erect signs describing the Protected Property or any past, present or future Conservation Futures projects related thereto. If Sponsor shall make such an election, all such written materials and signs shall comply with the Purpose, this Declaration and all Applicable Laws and shall include an express acknowledgement of the role played by the Pierce County Conservation Futures program in acquiring the Protected Property. In addition, all signs placed upon the Protected Property shall be: (a) prominently placed upon Protected Property in full view of the general public; and (b) designed to harmonize with the aesthetic features of the Protected Property.

## **5. Prohibited Uses and Restrictions on Permitted Uses.**

**5.1 General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose, this Declaration or any Applicable Law is prohibited and Sponsor acknowledges and agrees it will not knowingly conduct, engage in, or permit any such use or activity.

**5.2 No Conversion to Incompatible Uses.** Sponsor shall not convert the Protected Property to any residential, commercial or industrial development or use or to any other use that is incompatible with the Purpose, this Declaration or any Applicable Laws.

**5.3 Land Division.** Sponsor shall not further subdivide or partition the Protected Property, whether by physical or legal process, including, without limitation: (a) subdivision; (b) short subdivision; (c) platting; (d) binding site plan; (e) testamentary division; or (f) other process by which the Protected Property is divided into lots, or in which title to different portions of the Protected Property are not held in unified ownership (collectively “Land Division”), without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion, and then only for purposes, and in a manner, consistent with the Purpose, this Declaration and all Applicable Laws.

### **5.4 Limitations on Natural Resource Use.**

**5.4.1 Aquatic Products.** Sponsor shall not engage in, or permit others to engage in, the commercial production of cultivated marine or freshwater aquatic products.

**5.5 Limitations on Mining.** Sponsor shall not conduct, engage in, or permit the commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method. Sponsor may conduct or engage in mineral extraction if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the land that does not damage, impair or endanger the Conservation Characteristics of the Protected Property. No extraction permitted pursuant to this Section 5.5 shall occur

without prior written notice to and consent of Pierce County and such notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

**5.6 No Significant Erosion or Pollution.** Sponsor shall not knowingly engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

**5.7 Forest Health and Timber Management.** Sponsor may not conduct, engage in, or permit commercial forest management on the Protected Property; provided, timber management solely for purposes of forest health is permitted if in accordance with recommendations as described in the Forest Management Plan on file with Pierce County. The Forest Management Plan may be incorporated into the Property Management Plan described in Section 7 below. Forest management on the Protected Property shall meet the Pierce County Forest Practices requirements set forth in Title 18H PCC.

**5.8 Limitations on Waste Disposal.** Sponsor shall not accumulate and store ashes, garbage or other waste on the Protected Property. Nor shall Sponsor knowingly dispose of or Release (or knowingly permit the disposal or release of) any Hazardous Substance on the Protected Property. The term “Release” shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. The term “Hazardous Substance” shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term “Hazardous Substances” shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with all Applicable Laws. No storage of Hazardous Substances shall be allowed on the Protected Property.

**5.9 No Compensatory Mitigation.** The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Sponsor on the Protected Property (“Compensatory Mitigation”) is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Protected Property.

## **6. Transfers by Sponsor.**

**6.1 Definition.** “Transfer” includes, but is not limited to: (a) any sale, grant, lease, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; (b) any transaction the purpose of which is to effect a sale, grant, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; or (c) any legal proceeding the purpose of which is to effect a taking of the Protected Property, or any portion thereof or interest therein.

**6.2 Limitations on Transfers.** Sponsor shall not effect a Transfer except to a city, town, federally recognized Indian tribe, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion.

**6.3 Notice; Binding Effect.** Sponsor shall give Pierce County written notice of not less than SIXTY (60) calendar days and not more than ONE HUNDRED TWENTY (120) calendar days prior to the date of any Transfer. In addition, any deed or other legal instrument effecting a Transfer shall: (a) expressly provide that the new owner of the Protected Property shall be subject to and strictly bound by all of the terms, covenants and conditions of this Declaration; and (b) incorporate therein the terms, covenants and conditions of this Declaration by express reference. The failure of Sponsor to perform any act required by this Section 6.3 shall not impair the validity of this Declaration or limit its enforceability in any way.

**7. Property Management Plan.** Sponsor shall, within ONE (1) year from the Effective Date, prepare and deliver to Pierce County a comprehensive written property management plan describing in detail how the Protected Property will be managed and stewarded over time (hereinafter "Property Management Plan"). The Property Management Plan shall include the follow elements as applicable to the Protected Property: (a) long-term management goals for the Protected Property (desired future conditions); (b) restoration and development goals (if applicable or included in the application or scoring); (c) monitoring program for the Protected Property; and (d) a description of public access opportunities on the Protected Property. The Property Management Plan shall also include the following: (i) a U.S. Geological Survey quadrant map or recent aerial photo and county assessor’s parcel map; (ii) a map showing all human-made and natural features; and (iii) the location of public access and use areas; (f) an implementation timeline and budget that identifies the source of funding for elements of the plan.

## **8. Maintenance; Reporting.**

**8.1 Maintenance.** Sponsor shall, at its sole cost and expense, keep and maintain the Protected Property, together with any improvements or alterations in, on, under or about the Protected Property, in a good and sound state of repair and in a neat, clean, safe

and sanitary condition in accordance with the Purpose, all Applicable Laws and this Declaration.

**8.2 Reporting.** Sponsor shall, at least once every THREE (3) years from the Effective Date, issue to Pierce County a comprehensive written report documenting the then physical condition of the Protected Property, any improvements or alterations to the Protected Property, and Sponsor's compliance with Section 4.1 above.

**9. Pierce County's Rights.** To accomplish the Purpose, Pierce County shall have the following rights under this Declaration:

**9.1 Protection.** Pierce County shall have the right to identify, protect, preserve, maintain, improve, restore and conserve, in perpetuity, the Conservation Characteristics of the Protected Property.

**9.2 Access.** To enter upon the Protected Property at such other times as are necessary if there is reasonable cause to believe that a violation of this Declaration is occurring, solely for the purposes of enforcing the provisions of this Declaration. Prior to entry, Pierce County shall provide notice to Sponsor and shall describe the reasonable cause to believe that a violation is occurring on the Protected Property.

**9.3 Uses and Practices.** To enter upon, inspect, observe and study the Protected Property, with such persons as Pierce County may require, at mutually agreeable dates and times and upon prior notice of not less than THIRTY (30) calendar days to Sponsor, solely for the purposes of: (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property; and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with the Purpose. For each such entry, Sponsor shall have the right to designate an individual to accompany Pierce County during its inspections, observations and studies.

**9.4 Natural Events.** To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Sponsor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods.

**9.5 No Material Interference.** Pierce County shall exercise its rights in compliance with all Applicable Laws and in a manner that will not materially disturb or interfere with Sponsor's rights hereunder or its quiet enjoyment of the Protected Property.

**9.6 Consent.** Sponsor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Pierce County.

**9.7 Prevention and Restoration.** Pierce County shall have the right to prevent, or cause Sponsor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose, this Declaration or any Applicable Laws, and shall have the right to cause to be undertaken the restoration of such areas or features of the Protected Property as may be materially damaged by activities contrary to the provisions hereof.

**9.8 Assignment or Conveyance.** Pierce County shall have the right in its sole and absolute judgment and discretion to assign, convey or otherwise transfer its right, title and interest in and to the Protected Property under this Declaration to a city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior consent of Sponsor. In the event of any such assignment, conveyance or transfer, Pierce County shall have absolutely no further liability with respect to the Protected Property or to Sponsor under this Declaration except as to matters of liability that have accrued and remain unsatisfied. Pierce County's successor-in-interest shall have all rights of Pierce County hereunder.

## **10. Dispute Resolution.**

**10.1 Preventive Discussions.** Sponsor and Pierce County shall promptly give the other Party notice of problems or concerns arising in connection with the others' actions under this Declaration or the use of or activities or conditions on the Protected Property, and shall meet as needed, but no later than THIRTY (30) calendar days after receipt of a written request for a meeting, to minimize the same.

**10.2 Mediation.** If the Parties disagree as to the consistency of any proposed use or activity with the Purpose, this Declaration or any Applicable Laws, and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Sponsor agrees not to proceed with the use or activity pending resolution of the dispute, Sponsor and Pierce County shall refer the dispute to mediation by request made in writing upon the other. Within TEN (10) business days of the receipt of such a request, the Parties shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

**10.2.1 Purpose.** The purpose of the mediation is to: (a) promote discussion among the Parties; (b) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, covenants or conditions of this Declaration.

**10.2.2 Participation.** The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

**10.2.3 Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective legal counsel. The mediator shall not be subject to subpoena

by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).

**10.2.4 Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of SIXTY (60) calendar days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

**10.2.5 Costs.** The costs of the mediator shall be borne equally by the Parties and the Parties shall thereafter bear their own expenses, including attorney's fees, individually.

**10.3 Arbitration.** The Parties may submit disputed matters to binding arbitration upon such rules of arbitration as Grantors and Grantee may mutually agree.

## **11. Pierce County's Remedies.**

**11.1 Notice of Non-Compliance.** If Pierce County determines Sponsor is in violation of the terms of this Declaration or that a violation is likely to occur, Pierce County shall give written notice to Sponsor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with this Declaration, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan to which Pierce County has given consent.

**11.2 Grantors' Failure to Respond.** Pierce County may bring an action as provided in Section 11.3 below if Sponsor: (a) fails to cure the violation within NINETY (90) calendar days after receipt of notice thereof from Pierce County; (b) under circumstances where the violation cannot reasonably be cured within the NINETY (90) calendar day period, fails to begin curing such violation within the NINETY (90) calendar day period; or (c) fails to continue diligently to cure such violation until finally cured.

**11.3 Pierce County's Action.** Pierce County may bring an action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any of the Conservation Characteristics protected hereby, including damages for the loss thereof; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Sponsor's liability therefor, Pierce County, acting in its sole and absolute judgment and discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Pierce County being required to post bond or provide other security.

**11.4 Immediate Action Required.** Notwithstanding any other provision of this Declaration to the contrary, if Pierce County, acting in its sole and absolute judgment and discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Characteristics, Pierce County may pursue its remedies under this Section 11 without prior notice to Sponsor, without participation in dispute resolution as provided in Section 10 above, or without waiting for the period provided for cure to expire.

**11.5 Nature of Remedy.** Pierce County's rights under this Section 11 apply equally in the event of either actual or threatened violations of the terms of this Declaration. Sponsor acknowledges and agrees Pierce County's remedies at law for any violation of the terms of this Declaration are inadequate and that Pierce County shall be entitled to the injunctive relief described in this Section 10 both prohibitive and mandatory, in addition to such other relief to which Pierce County may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Pierce County's remedies described in this Section 11 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**11.6 Damages.** Inasmuch as the actual damages to the Conservation Characteristics that could result from a breach of this Declaration by Sponsor would be impractical or extremely difficult to measure, the Parties agree that the money damages to which Pierce County is entitled shall be the higher of: (a) the amount of economic gain realized by Sponsor from violating the terms of this Declaration; or (b) the cost of restoring any Conservation Characteristics that have been damaged by such violation. If Pierce County chooses the second of these two measures, Sponsor agrees to allow Grantee and its agents or contractors, to enter upon the Protected Property and conduct restoration activities.

**11.7 Pierce County's Discretion.** Enforcement of the terms of this Conservation Easement shall be at the discretion of the Pierce County and any forbearance by Pierce County to exercise its rights under this Declaration in the event of any breach of any of the terms, covenants or conditions hereof by Sponsor shall not be deemed or construed to be a waiver by Pierce County of such term, covenant or condition or of any of Pierce County's rights hereunder. No delay or omission by in the exercise of any right or remedy upon any breach by Sponsor shall impair such right or remedy or be construed as a waiver.

**12. Fees and Charges.** If Sponsor elects to charge user or other types of fees in connection with the public use of the Protected Property, fees and charges shall be commensurate with the value of the recreational services or opportunities furnished and are within the prevailing range of public fees and charges within the state of Washington for the particular activity involved.

**13. Indemnification.** Sponsor, for itself, its successors and assigns, shall defend, indemnify and forever hold Pierce County, and its elected and appointed officials, employees and agents, harmless to the maximum extent allowed by law from and against any and all



liabilities, claims, demands, suits, judgments, costs and attorney fees of any kind, type or nature whatsoever arising out of or relating in any way relating to the Protected Property or to the subject matter of this Declaration.

#### **14. Representations and Warranties.**

**14.1 By Sponsor.** Sponsor represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

**14.1.1 Authority.** Sponsor has full power and authority to execute and deliver this Declaration and the individual(s) who execute and deliver this Declaration are duly authorized to do so;

**14.1.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Sponsor before any court or administrative agency which might result in Sponsor being unable to perform its obligations under this Declaration; and

**14.1.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 14.1, Sponsor makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

**14.2 By Pierce County.** Pierce County represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

**14.2.1 Authority.** Pierce County has full power and authority to execute and perform this Declaration, and the individuals who execute and deliver this Declaration are duly authorized to do so;

**14.2.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Pierce County before any court or administrative agency which might result in Pierce County being unable to perform its obligations under his Declaration;

**14.2.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 14.2, Pierce County makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

**15. Notices.** Notices required or desired to be given under this Declaration shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record; or (c) fax to the address of such person as of this Declaration, or such address or addresses designated in writing from time to time. The notice shall be deemed delivered on the earlier of: (a) Three (3) business days from deposit in the United States mail; (b) the delivery date as shown in the regular business records of the overnight

courier service; or (c) the date of automatic confirmed receipt by the recipient's fax, as the case may be. Notices shall be addressed as follows:

To Sponsor:

To Pierce County: Pierce County Parks & Recreation Services  
Attn: Resource Stewardship Division  
9112 Lakewood Drive SW Suite 100  
Lakewood, WA 98499  
Telephone: 253-798-4252  
Facsimile: 253-582-7461  
Email: ryan.walker@piercecountywa.gov

Copy to: Pierce County Prosecuting Attorney/Civil Division

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: Any electronic mail addresses provided above are for convenience only and are not valid for purposes of providing notices under this Declaration.**

**16. Attorney Fees; Venue.** The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Declaration shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating to this Declaration shall be in the Superior Court of Pierce County, Washington.

**17. Negotiation.** This Declaration was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

**18. Construction and Interpretation.** This Declaration shall be construed and interpreted in accordance with the laws of the state of Washington so as to restrict use of the Protected Property to such activities that are consistent with the Purpose, the terms of this Declaration and all Applicable Laws.

**19. Time.** Time is of the essence of this Declaration and of every term and provision hereof.

**20. Entire Agreement.** This Declaration constitutes the entire agreement of the Parties with respect to the subject matter of this Declaration and supersedes all written or oral agreement or understandings, if any. This Declaration may be modified only in writing signed by both Parties.

**21. Date of Performance.** If the date of any performance under this Declaration falls on a weekend or holiday, the time shall be extended to the next business day.

**22. Cost of Performance.** Except as otherwise expressly provided in this Declaration, all covenants, agreement and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

**23. Binding Effect.** The terms, covenants, conditions and restrictions of this Declaration shall be binding upon and shall inure to the benefit of Sponsor and Pierce County and their respective successors-in-interest in perpetuity.

**24. Invalid Provision.** If any provision of this Declaration is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Declaration.

**25. Recording.** This Declaration shall be recorded in its entirety with the Auditor of Pierce County, Washington.

**26. Effective Date.** "Effective Date" shall mean the date upon which the Pierce County Executive (who shall be last person to sign) shall have executed this Declaration as indicated opposite her name below.

***[SIGNATURES & ACKNOWLEDGEMENS APPEAR ON FOLLOWING PAGES]***

**SPONSOR'S SIGNATURE PAGE**

\_\_\_\_\_, a Washington \_\_\_\_\_ :

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, a Washington \_\_\_\_\_, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**PIERCE COUNTY'S SIGNATURE PAGE**

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Recommended for final action only:

\_\_\_\_\_  
Director, Parks & Recreational Services Date

\_\_\_\_\_  
Director, Budget & Finance Date

Final Action:

\_\_\_\_\_  
Pierce County Executive Date

STATE OF WASHINGTON )  
) ss.  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the executive of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY SIGNATURE  
PRINTED NAME \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Protected Property**

DRAFT

**EXHIBIT D  
Milestone Report**

<b>Task</b>	<b>Target Date</b>
Complete Appraisal and submit to Pierce County	
Submit fully executed Purchase and Sale Agreement to Pierce County	
Execute Stewardship Agreement to Pierce County	Upon closing
Close on Property	
Submit invoice to Pierce County for Sponsor's Costs	