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3 *Only those portions of Chapter 2.97 that are proposed to be amended are shown.*
4 *Remainder of text, tables, and/or figures is unchanged.*
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7 **2.97.020 Definitions**

8 X. **"Prairie Land"** means open areas predominated by native, drought-resistant grasses,
9 forbs (flowering non-woody plants), and herbs. In Pierce County, prairies are an
10 unusual vegetation regime found in areas of extremely well-drained soils.

11 *(Note: Reletter remaining definitions accordingly)*
12

13 **2.97.030 Categories of Open Space Resource Lands.**

14 The County considers all of the open space resources identified in Chapter 19D.170 PCC
15 important to the health, safety, and welfare of Pierce County citizens. However, to more
16 efficiently use County Conservation Futures Funds the following priorities are hereby
17 established:
18

<u>High Priority</u>
<ul style="list-style-type: none"> · Agricultural Lands · Critical Salmon Habitat · Fish and Wildlife Habitat Conservation Areas · Marine Waters · Prairie Land · Streams · Wetlands, Estuaries, and Tidal Marshes · Wooded Areas
<u>Medium Priority</u>
<ul style="list-style-type: none"> — Agricultural Lands · Aquifer Recharge Areas · Flood Hazard Areas · Lakes · Private Open Space Passive Recreation Areas · Privately Owned and Operated Recreational Facilities · Private Trails and Corridors
<u>Low Priority</u>
<ul style="list-style-type: none"> · Archaeological Sites · Historic Landmark Sites · Landslide Hazard Areas (Steep Slopes) · Private Parks and Private Golf Courses with Developed Facilities · Scenic View Points and Corridors · Seismic Hazard Areas · Volcanic Hazard Areas

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1 **2.97.050 Annual Nomination, Application and Acquisition Requirements**

2 A. The Parks and Recreation Services Department shall develop the forms upon which
3 sponsors may annually nominate properties for consideration. All nominations shall, at
4 a minimum:

- 5 1. Set forth how the proposal satisfies the selection criteria and what the intended
6 future uses are,
7 2. Identify the priority resources that the property contains as listed in Section
8 2.97.030, and
9 3. Be accompanied by:
10 a. A sponsor affidavit signed by the sponsor;
11 b. A receiving agency affidavit signed by the receiving agency;
12 c. A leverage statement, if applicable;
13 ~~d. A completed and reviewed "Tacoma Pierce County Health Department Site~~
14 ~~Assessment Information Request" form with investigation of underground~~
15 ~~storage tanks, spill response incident reports since 1988, existing or abandoned~~
16 ~~landfill listing, possible hazardous materials storage sites within 1,000 feet of the~~
17 ~~property and contaminated water supply to the site;~~
18 ~~ed.~~ d. A copy of the current year Pierce County Assessor's tax statement showing the
19 assessed value for that year; and
20 ~~fe.~~ e. For each nominated property that seeks points under the Bonus Category of
21 "additional or matching funds," an appraisal or letter of opinion must be
22 submitted as part of the application materials.

23 B. The following process is hereby established for the County's negotiation of a purchase
24 and sales agreement for those properties selected by the Pierce County Council in
25 Section 2.97.040.

- 26 1. All offers to purchase property or lesser interests in property under this Section shall
27 be made in writing ~~and upon a Purchase and Sales Agreement substantially in~~
28 ~~conformance with attached Appendix "B".~~
29 2. The Executive shall attempt to purchase each property in the order established by the
30 Council: PROVIDED, The Pierce County Executive is authorized to stop the
31 negotiation of a purchase and sales agreement if in the opinion of the Executive
32 pursuit of the property is no longer in the public interest: PROVIDED, After such a
33 finding, the Executive shall begin negotiation of a purchase and sales agreement for
34 next ranked property in the Council's Resolution: PROVIDED, Sufficient funds are
35 available, in the opinion of the Executive, to warrant commencement of these
36 negotiations.
37 3. Unless otherwise provided for in the purchase and sales agreement, the Pierce
38 County Executive shall place an executed Purchase and Sales Agreement into an
39 Escrow account chosen by Pierce County.
40 4. All properties that remain listed on the Council's Resolution and for which an
41 executed Purchase and Sales Agreement has not been placed into Escrow shall by
42 June 1 of the next proceeding year automatically become null and void and shall no
43 longer be pursued by the Executive.
44
45



1 **2.97.060 Selection Criteria.**

- 2 A. **Eligibility.** Each property nominated by a sponsor must meet each of the following
3 criteria to be eligible for selection.
4 1. At the time the property is nominated for consideration, it must be a legal lot of
5 record or in the case of a lesser property interest, described upon a legal lot of
6 record;
7 2. The property shall not be landlocked;
8 3. The general public shall be provided access to the property;
9 4. The property shall not be part of a current or anticipated eminent domain process;
10 5. The nomination shall be presented on a fully completed form which complies with
11 the requirements of Section 2.97.050;
12 6. ~~A minimum of three priority resource points are necessary to qualify for~~
13 ~~consideration under the program. This would be 1 high priority resource for 5 points~~
14 ~~or 1 medium resource for 3 points or 3 priority resource types in low for 3 points.~~
15 The nominated property must exhibit at least one high priority resource, or two
16 medium priority resources, or three low priority resources, or a combination of two
17 or more priority resources.
18

19 **2.97.070 Property Acquisition Costs.**

- 20 A. Receiving agencies of selected property shall bear all costs relating to reports including
21 but not limited to land surveys, hazardous materials assessment and cleanup, structural
22 inspections and repairs: PROVIDED, said agency may waive in writing any of the
23 reports: PROVIDED, said waiver shall be submitted to the County prior to the County
24 beginning preliminary negotiations with a seller.
25 B. The County shall charge to the Conservation Futures Fund all buyers' acquisition closing
26 costs directly associated with the purchase of the property including but not limited to:
27 buyers' appraisal fees, buyers title insurance commitment, preparation of conveyance
28 and reconveyance instruments, buyers' recording fees, ~~land survey costs~~, and buyers'
29 escrow fees.
30 C. Costs for all notices required by this Chapter shall be paid from the Conservation
31 Futures Fund.
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APPENDIX "A"

**TABLE 2.97-1. CONSERVATION FUTURES SELECTION
CRITERIA AND POINTS**

	Categories	Points
PRIORITY RESOURCE	<u>High Priority</u> <ul style="list-style-type: none"> · Agricultural Lands · Critical Salmon Habitat · Fish and Wildlife Habitat Conservation Areas · Marine Waters · Prairie Land · Streams · Wetlands, Estuaries, and Tidal Marshes · Wooded Areas 	5 points each 7 to 10 points
	<u>Medium Priority</u> <ul style="list-style-type: none"> · Agricultural Lands · Aquifer Recharge Areas · Flood Hazard Areas · Lakes · Private Open Space Passive Recreation · Privately Owned and Operated Recreational Facilities · Private Trails and Corridors 	3 points each 4 to 6 points
	<u>Low Priority</u> <ul style="list-style-type: none"> · Archaeological Sites · Historic Landmark Sites · Landslide Hazard Areas (Steep Slopes) · Private Parks and Private Golf Courses with Developed Facilities · Scenic View Points and Corridors · Seismic Hazard Areas · Volcanic Hazard Areas 	1 point each 1 to 3 points
BONUS CATEGORIES	The property is within a designated Urban Growth Area (UGA), the Comprehensive Urban Growth Area (CUGA), or is zoned Open Space	5 points
	The property is 5 acres or greater in area either by itself or is contiguous with other nominated or preserved open space	5 points
	Acquisition of the property is supported by other environmental goals	1 to 5 points
	The property is threatened to some degree	1 to 10 points
	The property is adjacent to (abuts) or creates linkage with another open space property	1 to 10 points
	Additional or matching funds are available and can be applied toward the purchase of the property (appraisal needed)	1 to 10 points
	The acquisition is supported by the local community	1 to 10 points
	The property already includes a perpetual property restriction which limits the use of the land, such as a conservation or historic easement	1 to 10 points



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APPENDIX "B"

**PIERCE COUNTY CONSERVATION FUTURES
PURCHASE AND SALE AGREEMENT**

This agreement is made by and between _____, (Seller), and Pierce County, a Political Subdivision of the State of Washington (Buyer), for purchase and sale of that certain real property situated in Pierce County, Washington, described in Exhibit "A", attached hereto, and all rights appurtenant thereto.

TOTAL PURCHASE PRICE. The total purchase price for the property as described in Exhibit "A" is \$ _____ dollars, payable as follows;

~~2. **TITLE INSURANCE.** Within 15 days of mutual execution of this Agreement, Seller shall provide at Seller's expense a preliminary commitment for title insurance issued by together with complete and legible copies of all exceptions noted therein and said attached as Exhibit "B" to this agreement. At closing, Buyer shall receive, at Seller's expense, an owner's Policy of Title Insurance, dated as of the closing date and insuring Buyer in the amount of the purchase price against loss or damage by reason of defect in Seller's title to the property subject only to the printed exclusions and general exceptions appearing in the policy.~~

~~3. **TITLE; DEED, ASSIGNMENT, SECURITY.** At closing, Seller will execute and deliver to Buyer a statutory warranty deed conveying good and marketable title to the property, free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable, and those defects, encumbrances, or conditions, if any, identified in Exhibit "B" and accepted by the Buyer.~~

~~3.1 Seller acknowledges that at Buyer's sole discretion, Buyer may assign the Deed to the property to the **City of _____** or another Public or Non-Profit receiving Agency within Pierce County as such are defined in Section 2.97.020 Pierce County Code.~~

~~3.2 Seller acknowledges that at Buyer's sole discretion and expense, Buyer may assign any Appraisals herein provided for to an independent Appraisal-Reviewer.~~

~~4. **RISK OF LOSS.** Seller will bear the risk of loss or damage to the property until the date of closing. In the event of material loss or damage to the property prior to closing, Buyer may terminate this Agreement by giving written notice of termination to the Seller.~~

~~5. **SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Seller represents, warrants and covenants to Buyer at the date of execution of this Agreement and the date of closing that:~~

~~5.1 Seller, and the person signing on behalf of Seller, is legally competent, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation or partnership, that all necessary corporate action to authorize this transaction has been completed.~~



1 ~~5.2 The property is not subject to any leases, tenancies, or rights of persons in possession except~~
2 ~~as listed in Exhibit "B".~~

3
4 ~~5.3 Seller is unaware of any material defect in the property not already provided for in this~~
5 ~~Agreement.~~

6
7 ~~5.4 Unless otherwise provided in this Agreement, at Seller's sole cost and expense, Seller shall~~
8 ~~remove all personal property located on the property before closing. All personal property~~
9 ~~located on the property at closing shall become the property of the Buyer unless provided for in~~
10 ~~writing by the Seller and Buyer.~~

11
12 ~~5.5 The property described in Exhibit "A" is not the subject of an unrecorded Deed of Trust,~~
13 ~~Real Estate Contract, Lease or Option, or other encumbrance which is to remain unpaid after~~
14 ~~closing.~~

15
16 ~~5.6 Seller has not received notification from any agency that the property is, or may be in~~
17 ~~violation of, any environmental laws, or is, or may be targeted for a Superfund cleanup. To the~~
18 ~~best of Seller's knowledge, the property has not been used for dumping, as a landfill, waste~~
19 ~~storage, or disposal site, or for the storage or disposal of any chemicals, petroleum products, or~~
20 ~~hazardous or dangerous wastes or substances.~~

21
22 ~~5.7 Seller has removed or abandon in place all underground storage tanks that have been out of~~
23 ~~service for one year or more (Chapter 51-34 WAC; 6103 UFC) and all permits as may be~~
24 ~~required for such action have been issued.~~

25
26 ~~5.8 Seller has not incurred any obligation for broker's fees or other commissions or fees in~~
27 ~~connection with the sale of the property except to _____, which Seller~~
28 ~~agrees to pay from the purchase price at closing.~~

29
30 ~~6. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Buyer~~
31 ~~represents and warrants to Seller that this Agreement is made without the threat of condemnation~~
32 ~~of the property described in Exhibit "A" and all terms contained herein are enforceable as~~
33 ~~provided for in this Agreement.~~

34
35 ~~6.1 Buyer represents and warrants to Seller that at the date Buyer executes this Agreement and~~
36 ~~at the date of closing, Buyer, and the person signing on behalf of Buyer, has full power and~~
37 ~~authority to execute this Agreement and to perform Buyer's obligations hereunder. Buyer makes~~
38 ~~no warranty regarding Buyer's authority at the time Seller executes this Agreement.~~

39
40 ~~6.2 This Agreement is expressly subject to, and conditioned upon, the existence of the Pierce~~
41 ~~County Council's approval and funding authorization for the purchase. Seller acknowledges that~~
42 ~~at Buyer's sole discretion, Buyer may rescind this Agreement in the instant that Pierce County~~
43 ~~Council approval or funding authorization has been withdrawn.~~



1 ~~7. BUYER'S CONDITIONS.~~

2
3 ~~7.1 At Buyer's sole discretion, this Agreement is subject to Buyer's acceptance of a reviewed~~
4 ~~appraisal of the property, approval of surveys, studies and reports received, commissioned, or~~
5 ~~performed by Buyer or Buyer's agents and Buyer's acceptance of those defects, encumbrances, or~~
6 ~~conditions, if any, identified in any survey, study and report received by the Buyer. Buyer shall~~
7 ~~have 60 days from the date both Seller and Buyer have signed this Agreement to satisfy or waive~~
8 ~~this condition in writing ("Feasibility Period").~~

9
10 ~~7.2 If Buyer fails to deliver notice of satisfaction or waiver to Closing Agent before the~~
11 ~~expiration of the Feasibility Period, as extended, if applicable, this Agreement will terminate and~~
12 ~~Closing Agent will return to the Buyer all Buyer's documents and all monies deposited by the~~
13 ~~Buyer.~~

14
15 ~~7.3 At Buyer's option the Feasibility Period may be extended for 30 days each time, by~~
16 ~~delivering to Closing Agent before expiration of the Feasibility Period, as extended, if~~
17 ~~applicable, an extension fee of \$_____ for each day of extension. The extension fees will~~
18 ~~apply to the purchase price at closing.~~

19
20 ~~7.4 During the Feasibility Period, as extended, if applicable, Buyer and Buyer's agents are~~
21 ~~authorized by the Seller to enter the property at reasonable times to perform such studies and~~
22 ~~surveys as Buyer deems necessary, provided that Buyer will not perform any excavation or~~
23 ~~coring on the property without Seller's prior consent. If Buyer performs any excavation or~~
24 ~~coring activities, Buyer will restore the property to its original condition.~~

25
26 ~~8. TIME FOR CLOSING; TERMINATION DATE.~~ This sale will be closed in the office of
27 ~~the Closing Agent on or before _____ which is the termination date of this Agreement.~~
28 ~~Buyer and Seller will deposit in escrow with the Closing Agent all instruments, documents, and~~
29 ~~monies necessary to complete the sale in accordance with this Agreement. As used in this~~
30 ~~Agreement, "closing" or "date of closing" means the date on which all appropriate documents are~~
31 ~~recorded and proceeds of the sale are available for disbursement to Seller.~~

32
33 ~~9. PRORATIONS; CLOSING COSTS.~~

34
35 ~~9.1 Taxes and drainage fees for the current year will be prorated as of the date of closing.~~

36
37 ~~9.2 The Seller will pay the premium for owner's title insurance policy, unless otherwise agreed~~
38 ~~to in writing.~~

39
40 ~~9.3 The Seller will pay the State excise tax on the gross sales amount.~~

41
42 ~~9.4 The Seller shall provide proof that all utilities are paid in full as of the closing date.~~

43
44 ~~9.5 The Buyer will pay the costs associated with the preparation and recording the instruments~~
45 ~~of conveyance and reconveyance.~~



1 9.6 Buyer will pay the cost for a full narrative appraisal and all of Buyer's costs for an
2 independent review of the appraisal.

3
4 ~~10. POSSESSION.~~ Buyer shall be entitled to possession of the property upon closing.

5
6 ~~11. DEFAULT AND ATTORNEY'S FEES.~~ Time is of the essence of this Agreement.

7
8 ~~11.1~~ If Seller or the Buyer do not perform the covenants and obligations contained herein in
9 good faith, or if title is not insurable as provided in Section 3; or if the representations and
10 warranties herein are not all true and accurate, either party may (a) seek specific performance of
11 this Agreement and damages or (b) a recession of this Agreement, or (c) all remedies at law and
12 equity.

13
14 ~~11.2~~ In any suit, action, or appeal to enforce this Agreement or to interpret this Agreement, or
15 any claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled
16 to recover any costs incurred therein, including attorney's fees. In the event of trial the amount
17 of the attorney's fee shall be fixed by the court. The venue and jurisdiction of any law suit shall
18 be Pierce County, State of Washington.

19
20 ~~12. AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.~~ Buyer
21 offers to purchase the property on the terms and conditions stated herein. Seller has until 4:00
22 p.m. of _____ to accept, reject, or as provided for in Section 12,
23 counteroffer. Acceptance is not effective until a signed copy is received by the Buyer. If this
24 offer is not so accepted, it shall lapse.

25
26 ~~13. COUNTEROFFERS.~~ If either the Buyer or Seller makes a future counteroffer it shall be
27 made in writing. Acceptance by either party of a counteroffer is not effective until a copy
28 bearing the signatures of both the Seller and Buyer is delivered to the Pierce County Prosecuting
29 Attorney, Office of Budget and Finance, Risk Management, Facilities Management, and the
30 County Executive, and will allow sufficient time for such review and acceptance, but not to
31 exceed 21 days from the date of the counteroffer. If a counteroffer is not accepted within the 21
32 day review time it shall lapse, whereupon this Agreement shall terminate and neither party shall
33 have any further rights or obligations under this Agreement.

34
35 ~~14. ADDENDUM.~~ If either the Buyer or Seller wishes to amend this Agreement, it shall be
36 amended in writing and attached to this Agreement as an Addendum. Acceptance by either party
37 of an addendum is not effective until a copy bearing the signatures of both the Seller and Buyer
38 is received by the Closing Agent. Seller acknowledges that all addendum must be reviewed and
39 accepted by the Pierce County Prosecuting Attorney, Office of Budget and Finance, Risk
40 Management, Facilities Management, and the County Executive, and will allow sufficient time
41 for such review and acceptance, but not to exceed 21 days from the date the addendum is
42 delivered to the Buyer and Seller. If an addendum is not accepted within the 21 day review time
43 it shall lapse and all provisions of this Agreement shall continue unchanged.

44
45 ~~15. NOTICES.~~ All notices, waivers, elections, approvals and demands required or permitted to
46 be given under this Agreement must be in writing and personally delivered, sent by United States
47 certified mail, return receipt requested, to the addressee's mailing address set forth below. Any



1 notice will be effective when actually received or, if mailed as provided herein, on the earlier of
2 actual receipt, or two days after the date deposited in the mail.

3
4 ~~16. **FACSIMILE TRANSMISSION.** A signed facsimile (FAX) document and retransmission~~
5 ~~of a FAX shall be the same as delivery of an original.~~

6
7 Buyer: ——— Pierce County Parks and Recreation Services Department
8 9112 Lakewood Drive S.W., Suite 121
9 Tacoma, WA 98499-3998
10 Telephone: 798-4049 Fax: 582-7461

11 Seller: ———

12
13 Closing Agent:—
14

15 ~~17. **GENERAL.** This is the entire Agreement of Buyer and Seller with respect to the property~~
16 ~~and supersedes all prior Agreements between them, written or oral. This Agreement may be~~
17 ~~modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must~~
18 ~~be in writing. A waiver of any right or remedy in the event of a default will not constitute a~~
19 ~~waiver of such right or remedy in the event of any subsequent default. This Agreement,~~
20 ~~negotiated at arms length, is for the benefit of, and binding upon, Buyer and Seller and their~~
21 ~~heirs, personal representatives, successor and assigns. The invalidity or inability to enforce any~~
22 ~~of the provisions of this Agreement will not affect the validity or enforcement of any other~~
23 ~~provision. The Closing Agent is authorized to distribute the "Sponsor's Reimbursable" monies as~~
24 ~~directed by the Buyer.~~

25
26 ~~18. **SURVIVAL OF WARRANTIES.** The terms, covenants, representations, and warranties~~
27 ~~shall merge in the deed of conveyance.~~

28
29 Signed in quadruplicate original,

30
31 BUYER: Pierce County, a Political Subdivision of the State of Washington.

32
33 By: _____ Date
34 — Pierce County Executive

35
36 SELLER: _____ Date

37
38 APPROVED AS TO FORM:
39 Deputy Prosecuting Attorney
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