



Don Anderson  
Mayor

November 8, 2013

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

Helen McGovern  
Councilmember

Marie Barth  
Councilmember

Paul Bocchi  
Councilmember

John J. Caulfield  
City Manager

## NOTICE

### LAKWOOD CITY COUNCIL MEETING WITH LEGISLATORS, LOCAL ELECTED OFFICIALS, BUSINESSES AND COMMUNITY GROUPS

Notice is hereby given that the Lakewood City Council will be hosting a meeting with legislators, local elected officials, businesses and community groups on Wednesday, November 13, 2013. The meeting will be held at 5:00 p.m., at the Oakbrook Golf & Country Club, 8102 Zircon Drive SW, Lakewood, Washington.

The purpose of the meeting is to discuss funding for the I-5 JBLM Corridor in a state transportation revenue package.

A handwritten signature in cursive script, appearing to read "Alice M. Bush".

Alice M. Bush, MMC  
City Clerk



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## NOTICE

### LAKWOOD CITY COUNCIL AND YOUTH COUNCIL JOINT MEETING

Notice is hereby given that the Lakewood City Council and the Youth Council will be meeting on Monday, November 18, 2013, at 5:30 p.m., at Lakewood City Hall, Conference Room 1E, 6000 Main Street SW, Lakewood, Washington.

The purpose of the meeting is to discuss the RACE: Are We So Different exhibit now showing at the Pacific Science Center.

Alice M. Bush, MMC  
City Clerk



## LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Tuesday, November 12, 2013

7:00 P.M.

City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

Page No.

### Call to Order

### Items for Discussion:

1. Proclamation declaring the month of November as Veterans Month. - *Colonel Jody Miller and Command Sergeant Major Oscar Vinson, 4-2 Stryker Brigade*
- ( 1) 2. IJR/I-5 JBLM corridor improvements update. - *Mr. Bill Elliott, Program Manager, Washington State Department of Transportation, Colonel H. Charles Hodges, Jr., JBLM Commander and Mr. Perry Shea, Project Manager, Lochner/Shea-Carr-Jewell*
- ( 33) 3. Review of the proposed 2014 human services funding recommendations. - (Memorandum)
- ( 36) 4. Review of the purchase of property at 8807 25<sup>th</sup> Avenue South for Wards Lake Park. - (Memorandum)
- ( 67) 5. Review of the Oakbrook Golf Course open space application for property tax credit. - (Memorandum)
- (117) 6. Marijuana sales, processing and production update. - (Memorandum)

### Briefing by the City Manager

### Items Tentatively Scheduled for the November 18, 2013 Regular City Council Meeting:

1. Item Nos. 3 - 5 above.
2. Setting Monday, December 2, 2013, at approximately 7:00 p.m., as the date for a public hearing by the City Council on the 2013 budget amendments. - (Motion - Consent Agenda)

*The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

<http://www.cityoflakewood.us>

*The Council Chambers will be closed 15 minutes after adjournment of the meeting.*

3. This is the date set for a public hearing on the proposed vacation of a portion of 104<sup>th</sup> Street Court South right-of-way. (Public Hearing - Regular Agenda)
4. Adopting the 2014 property tax levy. - (Ordinance - Regular Agenda)
5. Approving the condemnation of property at 8008 to 8248 Bridgeport Way SW. - (Ordinance - Regular Agenda)

### **City Council Comments**

### **Adjournment**

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**LAKWOOD CITY HALL**  
 6000 Main Street SW, Lakewood, WA 98499-5027  
 (253) 589-2489

**MEETING SCHEDULE**  
**November 11, 2013 – November 15, 2013**

Date	Time	Meeting	Location
November 11	No Meetings Scheduled	City Hall Closed in observance of Veteran's Day	
November 12	7:30 A.M.	Redevelopment Advisory Board	Lakewood City Hall 3rd Floor, Executive Conference Room 3A
	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
November 13	9:30 A.M.	Lakewood Community Collaboration	Lakewood City Hall Council Chambers
	5:00 P.M.	City Council Meeting with Legislators, local elected officials, businesses & community groups	Oakbrook Golf & Country Club 8102 Zircon Dr. SW
November 14	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3rd Floor, Executive Conference Room 3A
	3:30 P.M.	City Talk with the Mayor or another Councilmember Please call 253-589-3489 for an appointment	Lakewood City Hall 3rd Floor, Mayor's Office
	6:00 P.M.	Lakewood Sister Cities Association	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
	7:00 P.M.	Lake City Neighborhood Association	Lake City Fire Station 8517 Washington Blvd. SW
November 15	No Meetings Scheduled		

**TENTATIVE MEETING SCHEDULE**  
**November 18, 2013 – November 22, 2013**

Date	Time	Meeting	Location
November 18	5:30 P.M.	City Council & Youth Council Joint Meeting	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
November 19	7:30 A.M.	Coffee with the Mayor	St. Clare Hospital Resource Center 4908 112 <sup>th</sup> Street SW
	7:00 P.M.	Northeast Neighborhood Association	Lakewood Fire Department 10928 Pacific Highway SW
November 20	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
November 21	6:00 P.M.	Landmarks & Heritage Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Executive Conference Room 3A
November 22	No Meetings Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.

**DRAFT**

9/24/2013

# *Summary Report*

**I-5 JBLM VICINITY IJR AND ENVIRONMENTAL DOCUMENTATION**  
*PHASE 1 – CORRIDOR FEASIBILITY STUDY*



Washington State  
Department of Transportation

LOCHNER || SHEA - CARR - JEWELL

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## WHY IS I-5 THROUGH JBLM BEING STUDIED?

In 2012 the Washington State Department of Transportation (WSDOT) undertook an effort to prepare the studies and analysis necessary to identify the cause and potential solutions for chronic congestion on Interstate 5 (I-5) in the vicinity of Joint Base Lewis-McChord (JBLM). The focus area of the project is the five-mile section of I-5 between the Steilacoom-DuPont interchange (Exit 119) and the Thorne Lane interchange (Exit 123). These studies, known as Interchange Justification Reports (IJR), are required for any new or revised access points on limited access freeways such as I-5. Federal law requires Federal Highway Administration (FHWA) approval of all revisions to the interstate system, and the IJR is the document used for this process.

The I-5 JBLM Vicinity IJR and Environmental Documentation project is being completed in two phases:

**Phase 1** addresses the development of a framework plan for the future I-5 mainline improvements through the JBLM area. This framework plan is critical to the success of the project because there is not currently an established corridor plan addressing future capacity needs of I-5 to help guide the access improvement decision making process. Accurately identifying the number and type of lanes needed on I-5 in the study area is necessary to determine the width new interchange bridges must span. The final

### *An IJR documents...*

- ♦ *The assumptions and design of preferred alternatives,*
- ♦ *The planning process,*
- ♦ *The evaluation of alternatives considered, and*
- ♦ *The coordination that supports and justifies the request for an access revision.*



report for Phase 1 is called the *I-5 JBLM Area Corridor Plan Feasibility Study (Corridor Plan Feasibility Study)*. The *Corridor Plan Feasibility Study* will be the guiding document to achieve the following outcomes:

- ♦ Creating a plan to provide transitional flexibility and preservation of ultimate right-of-way (ROW) need
- ♦ Identifying program needs for a multi-use corridor, such as managed lanes, improved transit and transportation demand management (TDM)
- ♦ Identifying and evaluating interchange alternatives that support cross-circulation for JBLM operations and internal connectivity
- ♦ Evaluating the need and priority for strategically adding general purpose lanes
- ♦ Incorporating functional design elements to improve operations and safety
- ♦ Assessing local street options to improve connectivity within local communities as a means to ease demand on I-5
- ♦ Exploring transit priority options and enhanced service opportunities along I-5 and at JBLM
- ♦ Identifying a short-list of reasonable interchange alternatives to be advanced into the formal IJR and environmental process

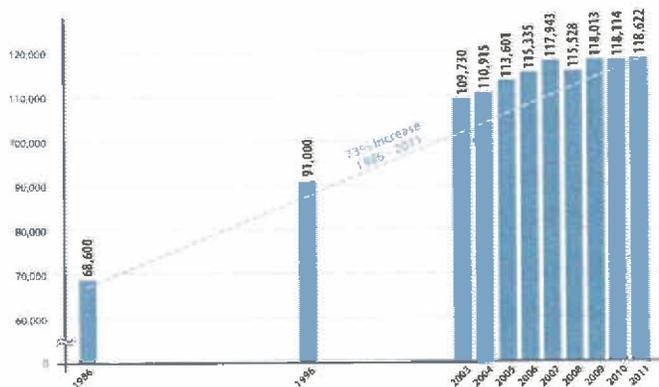
**Phase 2** of the project will identify a preferred alternative for the I-5 mainline and each interchange, define highest priority projects (those with the most benefits), and prepare the necessary IJR and environmental documentation.

This Summary Report describes the study findings from Phase 1, and provides an overview of the process that was completed to arrive at the initial results. For more detailed information, the reader is referred to the full study document.

## WHAT IS CONTRIBUTING TO THE PROBLEM?

In Washington, I-5 links key population centers, such as Vancouver, Olympia, Tacoma, Seattle, Everett and Bellingham (**Figure 1**). In the study area, I-5 also serves a function in national defense by providing access to JBLM.

Over the past several years, traffic has increased along the entire I-5 corridor. Within south Pierce County, I-5 Average Annual Daily Traffic increased 73 percent between 1986 and 2011 to approximately 118,000 vehicles per day (**Figure 2**). This volume is approaching the carrying capacity of the facility. Additionally, truck traffic along I-5 in the study area has grown from approximately 8,900 vehicles on a



**Figure 2** Average Annual Daily Traffic Volume for 1986-2011, I-5 at DuPont.

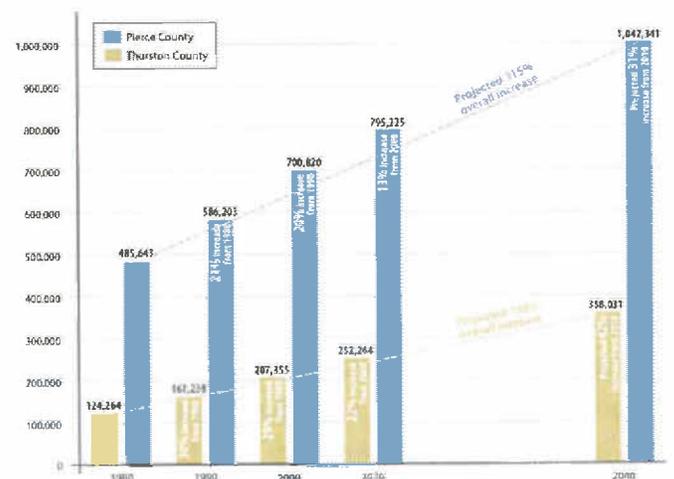


**Figure 1** Interstate 5 through Washington.

typical weekday in 1986 to over 14,200 in 2011. The freeway has not been widened in the study area since 1975, and is inadequate to meet today's demand.

The traffic increase in the study area has been driven both by population and employment growth, and by increased economic activity including a rapid increase in freight movement.

Between 1970 and 2010, the population of Washington State almost doubled, with similar trends in the South Puget Sound. Population growth in Pierce and Thurston Counties is projected to continue at a similar pace through 2040. The communities



**Figure 3** Population Growth Trends, Pierce and Thurston County, 1980-2040.

## WHAT ARE THE STUDY AREA BOUNDARIES?

The study area boundaries are as follows:

- ♦ The **focus interchanges** are shown in green in **Figure 6**. This area encompasses the Steilacoom-DuPont Road, Main Gate, Berkeley Street, and Thorne Lane interchanges. Based on legislative direction, this area will be the primary focus of study analysis and development of potential recommendations for freeway and/or interchange improvements.
- ♦ **Minimum study area** for the IJR is shown in blue in the figure. This area includes the interchanges immediately north and south of the focus interchanges (Gravelly Lake Drive and Center Drive), as well as the freeway segments on either side of the focus interchanges. The area shown in both green and blue constitutes

the minimum study area to meet federal and state requirements for consideration in an IJR.

- ♦ **Potential influence area** is shown in purple in the figure. Three additional interchanges are included, one to the south and two on the north which could be influenced by recommendations within the minimum IJR study area. Impacts to these interchanges will also be addressed in the IJR if they are affected by the proposed changes within the minimum study area.

I-5 is part of the National Highway System (NHS) and is classified as a Highway of Statewide Significance (HSS). In the study area I-5 is a divided freeway with three through lanes in each direction south of the I-5/Thorne Lane interchange and four through lanes in each direction north of the Thorne Lane interchange. As illustrated in Figure 6, I-5 traverses



**Figure 6** Study Area Boundaries for the I-5 JBLM Vicinity IJR & Environmental Documentation Study.

through nine interchanges in the study area, with the study's primary focus on:

- ♦ Steilacoom-DuPont Road (Exit 119) – a diamond interchange
- ♦ Main Gate (41st Division Drive/Exit 120) – a cloverleaf interchange
- ♦ Berkeley Avenue (Exit 122) – a diamond interchange
- ♦ Thorne Lane (Exit 123) – a diamond interchange

## WHAT IS THE PURPOSE OF THE PROJECT?

The purpose of this project is to address existing and expected future mobility needs along the highway. Phase 1 establishes a vision for I-5 through the JBLM area to achieve a specific series of objectives:

- ♦ Reduce congestion on I-5 within the study area;
- ♦ Improve local street and freeway efficiency;
- ♦ Enhance mobility;
- ♦ Improve safety and operations;
- ♦ Increase transit and TDM opportunities.

The results of Phase 1 will provide guidance in developing the forthcoming *I-5 JBLM Interchange Justification Report* (IJR) and associated environmental documentation that will be needed for specific improvements. In addition to the IJR, Phase 2 will identify a prioritized program of interstate highway, transit and TDM improvements.

Decisions about specific freeway, interchange or other improvements will be made within the context of the *Moving Washington* initiative. This initiative provides a framework for making transparent, cost-effective decisions that keep people and goods

moving to support a healthy economy and environment, and stable, vibrant communities.

This initiative establishes transportation priorities through a three-pronged approach that includes:

- ♦ **Operating efficiently** using a variety of management tools that get the most out of existing highways.
- ♦ **Managing demand** on overburdened routes to encourage the use of other routes or other modes, or traveling during less congested times of day.
- ♦ **Adding capacity strategically** by targeting hot spots or filling critical system gaps that fix bottlenecks or add facilities to encourage the use of carpools, vanpools and transit.



## HOW WAS THE STUDY CONDUCTED?

As a starting point, the *Corridor Plan Feasibility Study* considered the findings and recommendations of many studies that have been conducted in the area. Key among these studies included:

- ♦ I-5 Transportation Alternatives Report (aka Lakewood Study)
- ♦ Point Defiance Bypass Project
- ♦ JBLM Joint Coordination Plan



The I-5 Transportation Alternatives Report was completed in 2010. It identified potential interchange configurations for Steilacoom-DuPont and Main Gate and was the precursor to the current I-5 JBLM Vicinity IJR and Environmental Documentation Project.

The Point Defiance Bypass project will upgrade existing rail line adjacent to the I-5 corridor to support a new Amtrak route through the study area. Signal controls will be upgraded facilitate rail crossings at existing freeway ramps and surface streets. Amtrak service is expected to begin on the corridor in 2017.



The JBLM Growth Coordination Plan was completed in 2010. The Plan formalized new methods of regional collaboration between military facilities and local communities. It also evaluated local facilities and infrastructure and their

ability to keep pace with the demands imposed by rapid growth at JBLM.

The *Corridor Plan Feasibility Study* also took into consideration related projects that have been recently completed or are currently underway, including:

- ♦ Center Drive Interchange Modifications: Improvements have been made to the Center Drive interchange to improve operational performance. The updated lane channelization is included in the analysis of operations for the *Corridor Plan Feasibility Study*.
- ♦ Camp Murray Gate Relocation: The primary access to Camp Murray was relocated to remove pressure on the Berkeley Street interchange. The new location is further way from the freeway, relieving pressure caused by the close spacing of the freeway on and off-ramps at the previous gate location.
- ♦ TIGER III Grant Projects: WSDOT is currently implementing a number of projects within the study area that are funded by a \$15 million federal grant. The projects include installation of variable message signs, ramp metering, and congestion monitoring to help improve lane utilization between SR 510 and SR 512.
- ♦ Madigan Access Improvements: The City of Lakewood is planning to reconfigure the Berkeley Street Bridge (Freedom Bridge) to add a third travel lane and sidewalks. A second left turn lane will be added to the I-5 southbound off-ramp. The improvement is expected to begin construction in mid-2014.

In addition to collecting information from previous planning efforts and on-going projects within the study area, Phase 1 included an extensive stakeholder engagement process. This process

began with one on one briefings and interviews with the cities and towns along the corridor, as well as JBLM, Camp Murray, the Nisqually Tribe and transit agencies. These interviews provided an opportunity to explore in detail the impacts chronic congestion on I-5 within the study area posed on communities. Information garnered from these meetings provided insight into the particular concerns and interests of the various parties.

Following the one on one interviews, the project team assembled two Stakeholders groups to help guide the overall study and provide technical feedback. An Executive Committee, comprised of elected officials and senior staff from the adjacent cities and towns, Pierce County, JBLM, Camp

### Phase 1 – Stakeholder Participants

- ♦ FHWA
- ♦ JBLM
- ♦ Camp Murray
- ♦ Cities of Lakewood, DuPont & Lacey
- ♦ Town of Steilacoom
- ♦ Pierce County
- ♦ Nisqually Tribe
- ♦ South Sound Military Communities Partnership
- ♦ Puget Sound Regional Council
- ♦ Thurston Regional Planning Council
- ♦ Intercity Transit
- ♦ Pierce Transit
- ♦ Sound Transit

Murray, WSDOT, FHWA, Puget Sound Regional Council (PSRC), Thurston Regional Council (TRPC), Nisqually Tribe, and the South Sound Military Communities Partnership (SSMCP), was convened four times over the course of Phase 1 (7 months). This committee provided executive level support and feedback on the data and findings.

A Technical Support Team, comprised of staff with expertise in transportation from all of the agencies, as well as staff from Pierce Transit, Intercity Transit and Sound Transit, was also assembled. This team provided review and input on the analysis methods and results. The Technical Support Team met eight times throughout Phase 1 of the project. Each Technical Team meeting was a half day in length and delved into the details behind the analysis, and the mainline and interchange alternatives being considered.



The project team, Executive Committee, and Technical Team were focused on responding to three fundamental questions:

1. What is the nature of the problem to be solved, both existing and in the future?
2. How can we most effectively manage expected demand?
3. Where and when should we add capacity, and of what type?

Each of these questions is addressed in the following sections.

## WHAT DID THE STUDY DISCOVER ABOUT EXISTING AND PROJECTED FUTURE TRANSPORTATION PROBLEMS?

The segment of I-5 through the JBLM area is currently experiencing many challenges that must be addressed in the identification, evaluation and recommendation of specific solutions. These challenges include:

- ◆ Existing and growing traffic congestion during peak periods of the day
- ◆ Safety and vulnerability to disruptions from collisions or other incidents
- ◆ A mix of local and through traffic that results, in part, from the lack of alternative travel corridors and the need to use the highway for short trips
- ◆ Physical limitations and deficiencies
- ◆ Impacts on transit operations and efficiency
- ◆ Growing impacts on freight mobility and reliability along I-5
- ◆ Impacts to I-5 associated with the location and use of JBLM gates

As traffic continues to grow in the future, these problems will worsen. The following pages provide a short summary of existing and expected future (2040) transportation problems in the study area.

### EXISTING AND GROWING CONGESTION

Since the last widening of I-5 through the study area in 1975, there have been significant increases in traffic volumes and accompanying congestion impacts. Part of this growth is associated with



*Congestion on I-5 in the study area.*

through traffic and local community development. However, a significant share of recent growth is attributable to the circulation needs of JBLM.

Existing weekday travel demand along I-5 exceeds available capacity in several locations, primarily during the PM peak hour. Congestion is particularly pronounced in the area south of Thorne Lane where the freeway narrows from four general-purpose lanes to three. Southbound PM peak speeds through the most congested segments of the study area range between 22 and 36 mph. Northbound speeds range between 29 and 36 mph (**Figure 7**). Existing travel times during the PM peak are significantly longer than during other parts of the day (up to 75 percent longer



**Figure 7** 2013 existing I-5 PM peak mainline speeds.

than the off-peak). PM peak congestion currently spreads over a period of up to three hours on a typical weekday.

Without additional capacity, by 2040 congestion is expected to worsen, becoming more critical during both the AM and PM peaks where travel demand on I-5 is expected to exceed capacity for up to thirteen hours each weekday. Average speeds will drop, in some cases to less than 20 mph, and travel times will increase accordingly (Figure 8). The congestion is also expected to extend outside the study area into Thurston County and north of SR 512.

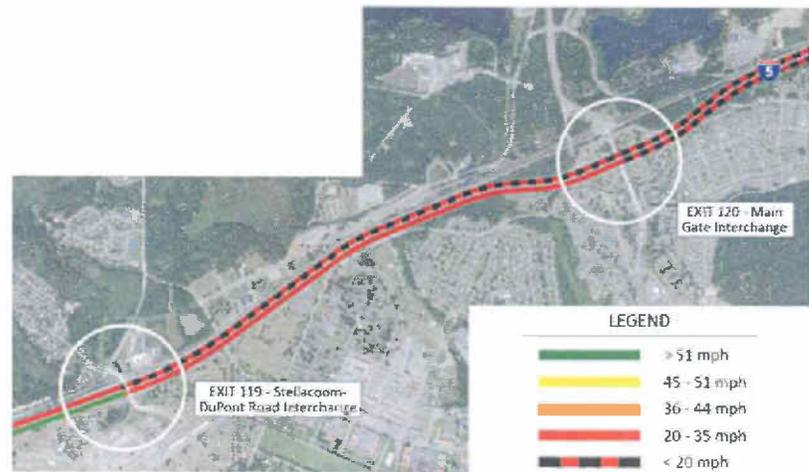


Figure 8 2040 baseline projected I-5 PM peak mainline speeds.

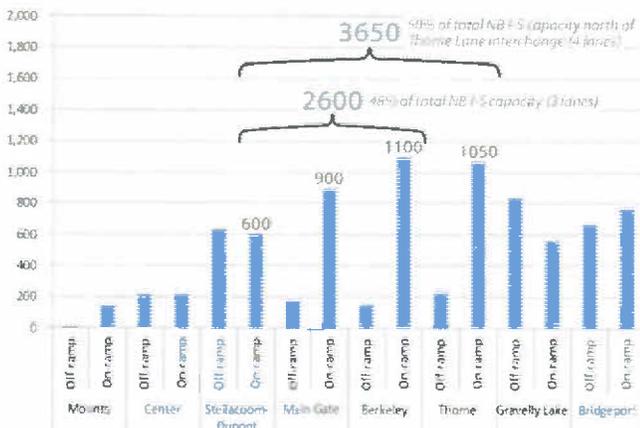


Figure 9 Existing I-5 northbound on and off volumes by interchange, PM peak hour.

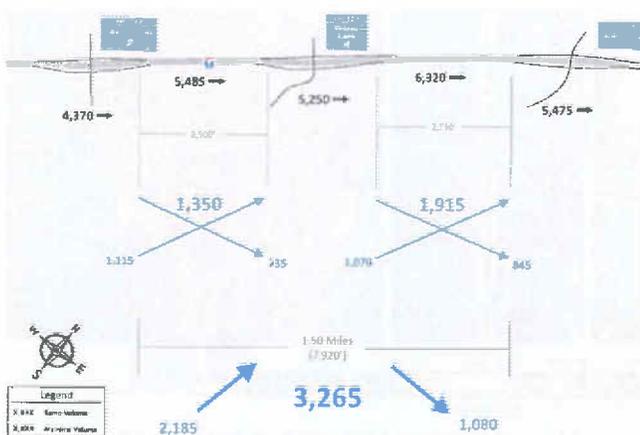


Figure 10 2013 PM peak hour northbound weaving activity.

### MIX OF LOCAL AND THROUGH TRIPS

Because of the secure military installations along the freeway, I-5 is the main traffic artery through the area. As a result, there are several issues that affect traffic operations, these issues include:

- ◆ Heavy through traffic volumes
- ◆ High on and off-ramp volumes
- ◆ High merging and weaving volumes
- ◆ Short trips on I-5

Approximately 50 percent of the traffic on I-5 in the study area is through trips, or vehicles traveling between Thurston County and points north of SR 512 in Pierce County. At the same time, there are heavy on and off-ramp volumes using the various interchanges in the study area. These trips make up the other 50 percent of traffic using I-5, as illustrated in Figure 9. Through the area, these vehicles change lanes to enter and exit I-5. At several interchange locations these merging volumes are substantial as illustrated in Figure 10.

Within the 1.5 mile distance between the Gravelly Lake Drive and Berkeley Street interchanges, over 3,200 vehicles enter or exit the freeway today. This traffic cannot all be in the outside lanes, so drivers

must change lanes. This “side friction” slows traffic and reduces throughput by affecting all travel lanes. By 2040, nearly 3,600 vehicles will be entering or exiting I-5 in the same area, increasing weaving activity and worsening congestion and safety issues.

Another issue affecting traffic flow is a high volume of short trips on the system. These are trips that begin and end within the study area. Many of these short trips are military personnel living off-base with their families in DuPont, Steilacoom, Lakewood or other nearby communities who generally use the gates closest to where they are stationed on the base. This traffic competes with through traffic and contributes to the congestion and safety problems experienced on the corridor.

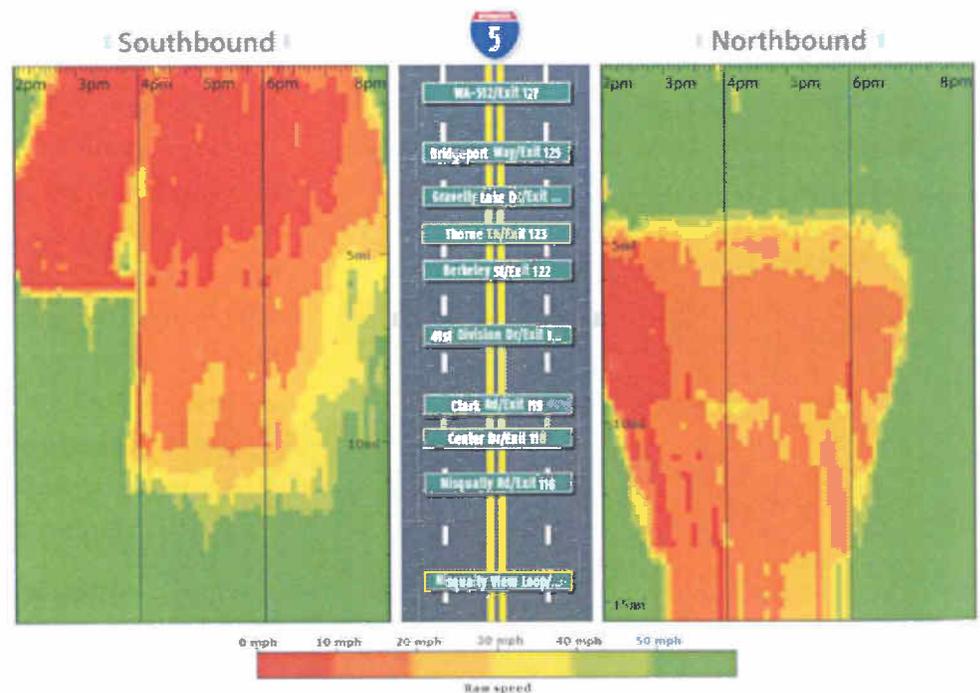
### IMPACTS ON FREIGHT MOBILITY

I-5 is the most significant freight corridor in Washington State and is essential to the economic vitality of the Puget Sound region. I-5 is designated as a Class 1 freight highway indicating that it carries over 10,000,000 annual tons of freight, the highest category in the state. Within the study area, trucks currently comprise 12 percent of total traffic on I-5 north of the Steilacoom-DuPont Road interchange, of which more than half were doubles (trucks with two trailers). Trucks accounted for 10 percent of total traffic north of the Bridgeport Way interchange, of which half were doubles. As indicated in research done for the Washington Freight Plan,

congestion translates into a direct increase in the cost of doing business for freight-dependent businesses. This cost increase is often passed along to consumers.

### SAFETY AND VULNERABILITY TO DISRUPTIONS

Over the past 5 years, there were 1,876 recorded collisions on I-5 (mainline, ramps and ramp intersections) in the study area from south of Mounts Road to north of Gravelly Lake Drive. Of this total, 63 percent involved rear end crashes and 14 percent involved sideswipes. This equates to about 289 collisions per year within the area. Both collision types are indicative of high levels of congestion with frequent lane changes. Most of these collisions involved only property damage, but there were 27 collisions involving serious injury and three fatalities. Collision experience is particularly significant in the vicinity of the Main Gate, Berkeley Street and Thorne Lane interchanges. Along with the interchange at Steilacoom-DuPont Road, these interchanges represent the focus of the study area.



**Figure 11** I-5 speeds between Exits 114 and 127 after 2 PM crash on February 28, 2013; data shown is averaged at 5-minute intervals.

Collisions can have a major impact on freeway operations due to the length of time it can take to clear the incident and resume normal traffic operations. For example, a recent collision occurred on a weekday at approximately 2 PM. Traffic did not clear and begin to move until 4 PM, and back-ups did not reach normal speeds until after 7 PM (Figure 11).

## IMPACTS ON TRANSIT OPERATIONS AND EFFICIENCY

Existing bus transit through the study area consists primarily of through trips or trips to/from Sound Transit's Lakewood Station or the Lakewood Transit Center. With over 56,000 employees, JBLM is the third largest employer in Washington State and is the largest potential transit destination in the study area. However, the secure nature of JBLM limits the effectiveness of regular fixed route transit. Currently only two routes serve the base – one to Madigan Hospital and the other to the McChord Commissary.

Unlike fixed route bus service, vanpools and carpools that carry base personnel do have ready access to and from JBLM. There are many vanpools sponsored by the major transit providers in the area that are currently connecting JBLM with destinations throughout the region. In 2013, these vanpools carried approximately 1,100 people through the study area during the PM peak hour. Both transit service and these vanpools are affected by freeway congestion, with existing PM peak travel times exceeding off-peak travel time by 75 percent. By



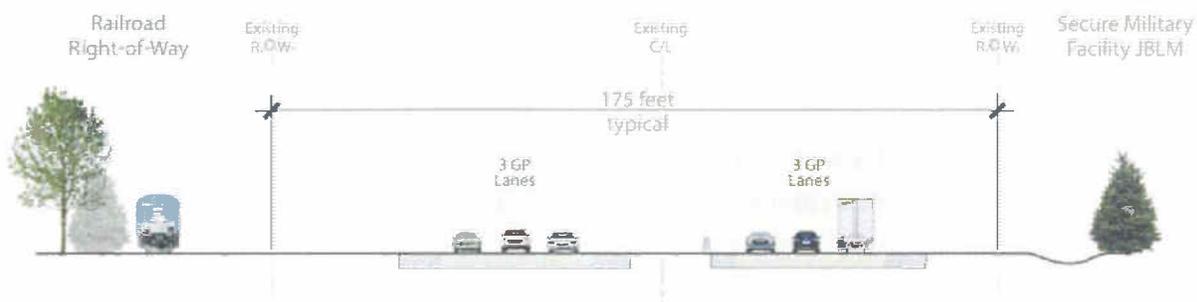
**Figure 12** Many of the existing bridges crossing I-5 in the study area limit the ability to widen the freeway, such as this one at the Berkeley Street interchange.

2040, travel times and the resulting reliability of transit and vanpool travel will worsen due to the lack of HOV lanes in the study area.

## PHYSICAL CONSTRAINTS

There are a number of physical constraints affecting I-5 which limit both its operational effectiveness and its ability to address congestion. Several of the existing bridges along the highway were built during the 1950's and are functionally obsolete (e.g., Thorne Lane, Berkeley and Steilacoom-DuPont). The narrow span of these bridges prevent widening the freeway, and constrain local cross-freeway traffic circulation (Figure 12).

An existing railroad corridor adjacent to the southbound lanes of I-5 prohibits expansion of I-5 into the railroad right-of-way (Figure 13).



**Figure 13** Typical cross section of existing I-5 corridor through JBLM.

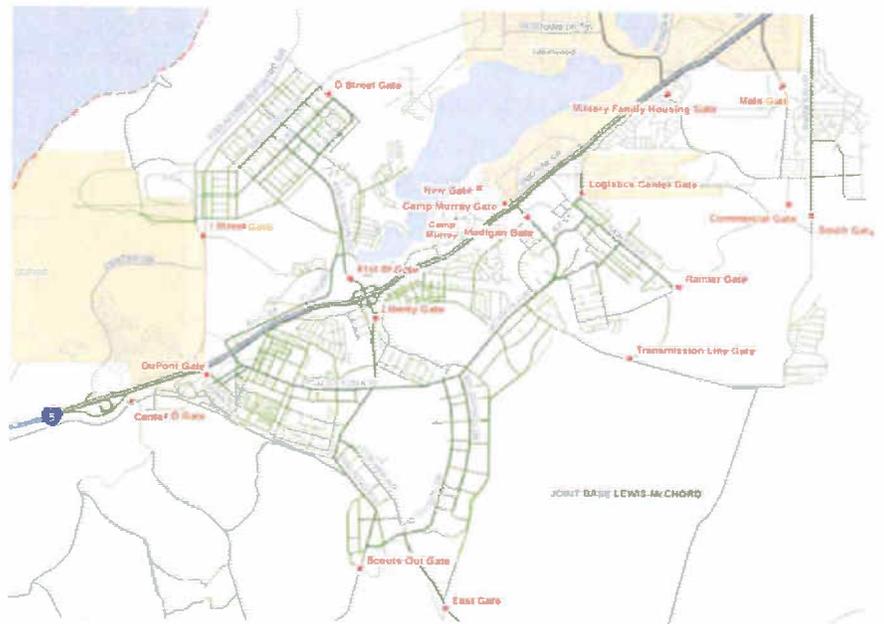
Additionally, there are military installations on both sides of the freeway. Because of security restrictions, access to these installations is limited and alternative travel routes around JBLM would require long detours.

I-5 is situated partially on an easement from the Department of Defense (DOD). Expansion of the existing easement to accommodate freeway improvements will require approval from DOD. If improvements are proposed that would affect the military residential areas, the process to adjust the easement will take up to three years and will involve a private enterprise with a long-term lease on housing facilities within JBLM.

## LOCATION AND USE OF JBLM GATES

An average of 450,000 vehicles travel through the JBLM gates each week, with 80 percent using the I-5 corridor. This has significant implications for understanding the impact of JBLM traffic on the freeway, both today and in the future. All vehicles destined for JBLM must be processed through one of 17 active security gates located on the controlled perimeter of the base. The location of these gates is shown in **Figure 14**. Four of the highest volume JBLM gates are located within close proximity to the I-5 corridor including:

- ♦ **DuPont Gate** (Exit 119) which serves Lewis Main. This interchange lacks sufficient capacity to accommodate the heavy demand of traffic leaving JBLM, resulting in significant on-base congestion, as well as congestion



**Figure 14** JBLM gate locations.

on I-5.<sup>1</sup> Additionally, the existing railroad crossing immediately west of the interchange contributes to poor inbound and outbound JBLM operations at the DuPont Gate.<sup>2</sup>

- ♦ **Main/Liberty Gate** (Exit 120) which serves as the major access point to the heart of Lewis Main. The gate connects directly with 41st Division Drive from which all destinations within Lewis Main can also be reached. In combination with the 41st Division Gate, Main Gate serves approximately one-third of all traffic destined to and from JBLM.<sup>3</sup>
- ♦ **41st Division Gate/North Fort** (Exit 120) which is located on the opposite side of the freeway (e.g., the west side) from the Main Gate. It also connects with 41st Division Drive and serves as the major access point to Lewis North. In addition to heavy traffic volumes at

<sup>1</sup> *Engineering Field Evaluation for Joint Base Lewis-McChord, Center Drive Interchange Modifications, Evaluation Report, FHWA, 2011.*

<sup>2</sup> *Defense Access Roads Needs Report – Dupont Gate, JBLM, 2011.*

<sup>3</sup> *Defense Access Roads Needs Report – Main Gate, JBLM, 2011.*

the interchange, the existing at-grade railroad crossing located between the interchange and the gate also constrains access to/from JBLM at this location.<sup>4</sup>

- ♦ **Madigan Gate** (Exit 122) is located adjacent to the east side of I-5 and is the primary access from I-5 for JBLM traffic to and from Pierce County and destinations to the north. It also directly serves the Madigan Army Medical Center and connects to the heart of Lewis Main.

Main Gate/McChord (Exit 125) has a relatively high volume of traffic serving McChord Field. This gate is located slightly east of I-5 at exit 125 (Bridgeport Way).

Historically poor gate operations have, on occasion, resulted in gate queues extending onto the surrounding roadway system.<sup>5</sup> This has occurred primarily along I-5 at ramp intersections. Recent changes to gate operations have improved traffic queuing such that adjacent ramp intersections, or ramp and mainline traffic on I-5 are now infrequently impacted. However, day-to-day variability in gate traffic levels may result in freeway and/or ramp operational impacts.

Accommodating this level of traffic growth in the study area is difficult. Travel options are limited due to natural and man-made barriers. As JBLM evolves in the future, accommodating the safe and efficient movement of people and goods along I-5 will become an increasing challenge.

4 Ibid.

5 *Joint Base Lewis-McChord Growth Coordination Plan, Transportation Technical Appendix*, The Transpo Group, December 2010.

## WHAT OPTIONS WERE CONSIDERED TO MANAGE DEMAND MORE EFFECTIVELY?

WSDOT is currently implementing a number of improvements to help manage demand through the study area. These include installation of ramp meters, variable message signs, and new closed circuit TV (CCTV) cameras connected via fiber optic cables. Several of these improvements were installed and made operational in 2010, including several new CCTV cameras and associated cable in the vicinity of Main Gate and Mounts Road. A ramp meter at the Mounts Road Northbound on-ramp was also installed in 2010.

Additional ramp meters, fiber optic cable, CCTVs and variable message signs will be installed within the study area by the end of 2014. These improvements, funded through the TIGER III (federal) grant program, will help manage entering traffic volumes at on ramps, provide opportunities for drivers to evaluate traffic conditions on the corridor before leaving home/office, and obtain information regarding travel conditions while on the highway via the new variable message signs, consistent with the *Moving Washington* tenets of managing demand and operating efficiently.

**Figure 15** shows the general location of the new traffic management tools on the corridor.

In addition to the physical improvements mentioned above, Phase 1 included evaluation of the current use of transit and vanpooling through the corridor. Both Intercity Transit (Thurston County) and Pierce Transit offer bus routes and vanpool programs that traverse the corridor. Intercity Transit provides the most transit service through the corridor. Many of the buses operate at standing room only during peak commute times. In addition to bus service, Intercity Transit runs a robust vanpool program that provides vans assigned to JBLM and Camp Murray



## WHAT OPTIONS WERE CONSIDERED TO STRATEGICALLY ADD CAPACITY?

The study team worked in conjunction with the Stakeholders to develop a series of improvement scenarios for the I-5 mainline through the study area. Six potential cross-sections for the I-5 mainline were identified and tested to determine their ability to improve traffic operations on the corridor. The three tenets of the *Moving Washington* initiative were used to identify and evaluate the mainline alternatives. A variety of lane types and configurations were considered. The team developed options that included the following types of lanes:

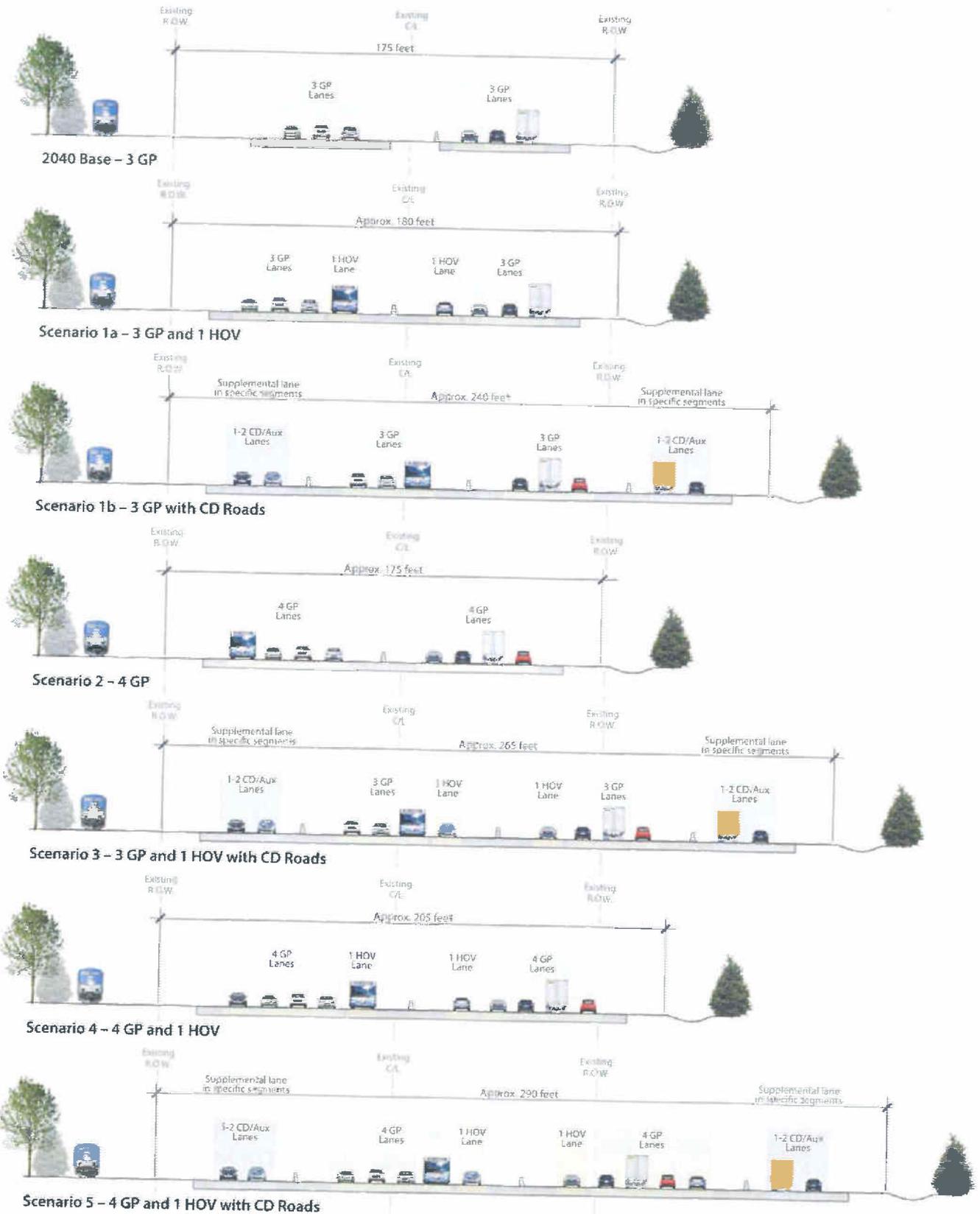
1. **Managed Lanes/HOV Lanes:** Travel lanes that are restricted to use by transit or ride-share vehicles (2+ passengers) only, or require toll payments for use.
2. **General Purpose (GP) Lanes:** Travel lanes that are open to all types of traffic without restriction.
3. **Collector/Distributor (CD) Lanes:** Travel lanes that run parallel to the interstate and are separated by a barrier. These lanes serve traffic that is entering or exiting and help reduce the number of conflict points associated with entering/exiting traffic on the mainline.
4. **Auxiliary Lanes:** A lane that is added to a freeway and extended for a short distance, generally connecting two or three interchanges.

Determining the configuration of the I-5 mainline is a key consideration. The design year (2040) build-out width of I-5 is critical to assuring that interchanges, when built, are of sufficient width to span the future freeway width. Because overpass structures have a typical design life of 75 years, a primary objective and guiding principle of this study is to maintain

flexibility in the design and ultimate configuration of I-5 over the long term. This will require a careful balance between securing the needed right-of-way (ROW) for the project design year of 2040 and allowing for future needs that go beyond the 2040 horizon. This will be more evident as footprints of the new bridges are sized to support the long term width needs of I-5 without requiring reconstruction in later years.

To achieve this objective, the team used a "layering" concept to develop the mainline alternatives. Each mainline scenario was created by adding lanes of various types (HOV, general purpose, collector/distributor, and/or auxiliary) and tested to determine its effectiveness in addressing congestion and improving safety, increasing transit and ride-share opportunities, decreasing friction, and balancing travel lanes through the area. The six scenarios are illustrated in **Figure 16** and described below:

- ♦ **Scenario 1a:** Adds a managed lane/HOV lane in each direction, maintains three general purpose lanes through the study area.
- ♦ **Scenario 1b:** Adds a combination of CD roads and auxiliary lanes at strategic locations, maintains three general purpose lanes through the study area.
- ♦ **Scenario 2:** Adds a GP lane in each direction.
- ♦ **Scenario 3:** Adds a managed lane/HOV lane and a combination of CD roads and auxiliary lanes at strategic locations along I-5.
- ♦ **Scenario 4:** Adds a managed lane/HOV lane and a fourth GP lane in each direction.
- ♦ **Scenario 5:** Adds a managed lane/HOV lane, and a fourth GP lane in each direction, as well as a combination of CD roads and auxiliary lanes at strategic locations.



**Figure 16** Mainline existing cross-section (2040 Base) and alternative scenario cross-sections (Scenario 1a - 5).

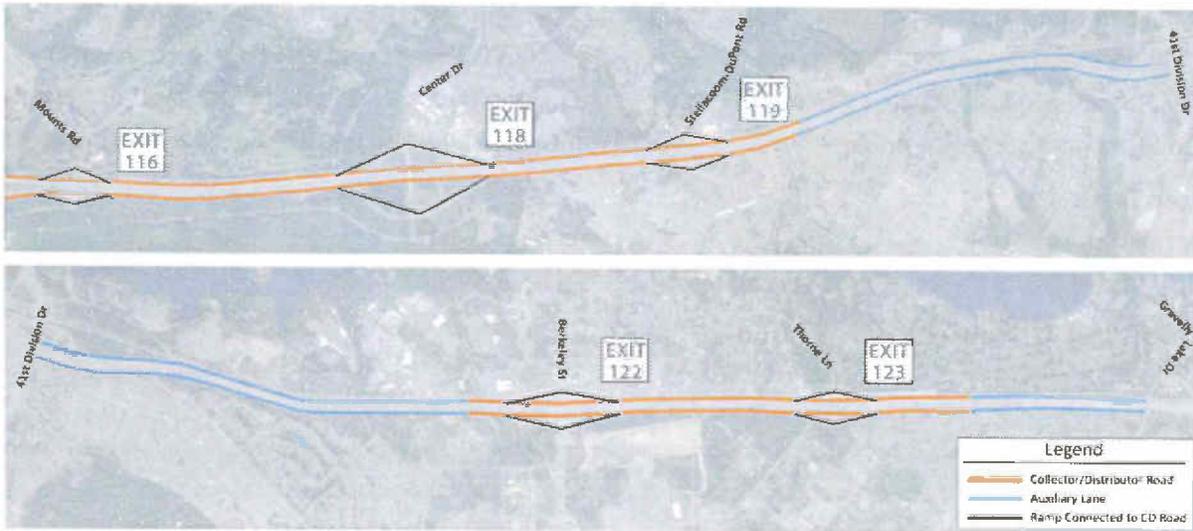


Figure 17 Location of CD roads and auxiliary lanes.

Several of the scenarios include CD roads and auxiliary lanes. These lanes are under consideration due to the constraints along the corridor associated with the secure military installations and railroad line. **These constraints preclude the use of local connections or frontage roads which are typically the first choice in improvements that can relieve pressure on freeway systems.** The CD roads and auxiliary lanes would be integrated into the I-5 mainline where they would provide the most operational benefit. Because the two types of lanes function differently, they are not both needed in the same segments of the corridor. **Figure 17** shows the general locations for the CD roads and auxiliary lanes for the scenarios that include them.

## WHAT PROCESS WAS USED TO EVALUATE THE I-5 MAINLINE SCENARIOS?

In order to determine which I-5 mainline scenario, or scenarios, to carry forward into Phase 2, an evaluation framework was created to score each scenario across several metrics. The specific metrics were selected for their representation of freeway performance as measured several different ways:

- ♦ **Speed:** This data provides a measure of operational performance for the single highest travel hour during both the morning and evening commute periods. The evaluation used a weighted average of AM and PM peak hour speeds on all segments of I-5 through the study area in both the northbound and southbound directions.

<ul style="list-style-type: none"> <li>● &gt; 50 mph</li> <li>◐ 45 to 50 mph</li> <li>○ 36 to 44 mph</li> <li>◑ 20 to 35 mph</li> <li>● &lt; 20 mph</li> </ul>
--
  
- ♦ **Hours of Congestion:** This metric provides a second operational performance measure that focuses on congestion throughout the day, versus speed which captures only

<ul style="list-style-type: none"> <li>● 0 hours</li> <li>◐ 1 hour</li> <li>○ 2 hours</li> <li>◑ 3-4 hours</li> <li>● 5+ hours</li> </ul>
---

the peak morning and evening travel hour. The evaluation used the worst case segment for each of the 12 hour AM and PM time periods in both northbound and southbound directions.

♦ **Person Trips:** The total number of people anticipated to travel through the corridor in both directions during the morning

- > 9,600 person trips
- 8,400 - 9,599 person trips
- 7,200 - 8,399 person trips
- 6,000 - 7,199 person trips
- < 6,000 person trips

and evening peak hours. This is important because it captures the benefit of enhanced transit on the corridor. The study used the weighted average of AM and PM peak hour person trips on all segments of I-5 through the study area in both the northbound and southbound directions.

♦ **Friction/Conflict Relief:** The high number of vehicles entering and exiting the freeway through the study area has been indentified as a significant cause of the congestion experienced today. CD roads in appropriate locations would address this issue by reducing

- excellent: removes friction/conflict points
- very good: removes several friction/conflict points
- good: provides some friction/conflict point relief
- fair: provides minimal friction/conflict point relief
- poor: removes zero friction/conflict points

the number of conflict points. Added capacity in the form of general purpose lanes will also provide some friction relief, but less than a CD road. No scenario will remove all conflict; accordingly, the highest score (excellent) was not given to any of the scenarios.

♦ **Environmental:**

Scores represent the anticipated impacts to the environment based on qualitative information gathered in

- lowest impact
- moderately low impact
- moderate impact
- moderately high impact
- highest impact

Phase 1 regarding the elements evaluated under NEPA. The scoring was categorized as noted at right, and is a comparative analysis of how each of the alternatives performs in relationship to the others.

♦ **Cost:** The cost of each scenario was not quantitatively calculated in Phase 1. Instead, the general magnitude of construction cost was compared among the scenarios, assuming that the No Build alternative would have the lowest cost and Scenario 5 would have the highest cost.

- excellent: lowest magnitude of capital cost
- very good: second lowest magnitude of capital cost
- good: middle range of capital cost
- fair: second highest capital cost
- poor: highest magnitude of capital cost

## SCORING RANGE

Each color ball was assigned a point value as shown at right. The scores for each evaluation category were then calculated to determine which mainline scenarios performed the best overall. The full results of the analysis can be found in the *Corridor Plan Feasibility Study* document.

- 5 points
- 4 points
- 3 points
- 2 points
- 1 point

Following identification of the mainline I-5 scenarios, the cross-sections were input into a transportation model to analyze how they would accommodate the anticipated 2040 traffic volumes. The model provided input on what traffic speeds and volumes in the lanes would be. This information was then used to calculate hours of congestion and number of people the facility could carry through the corridor in the peak period.

The key findings for each of the scenarios are noted on the following pages.

## Scenario 1a – 3 General Purpose Lanes and 1 HOV Lane



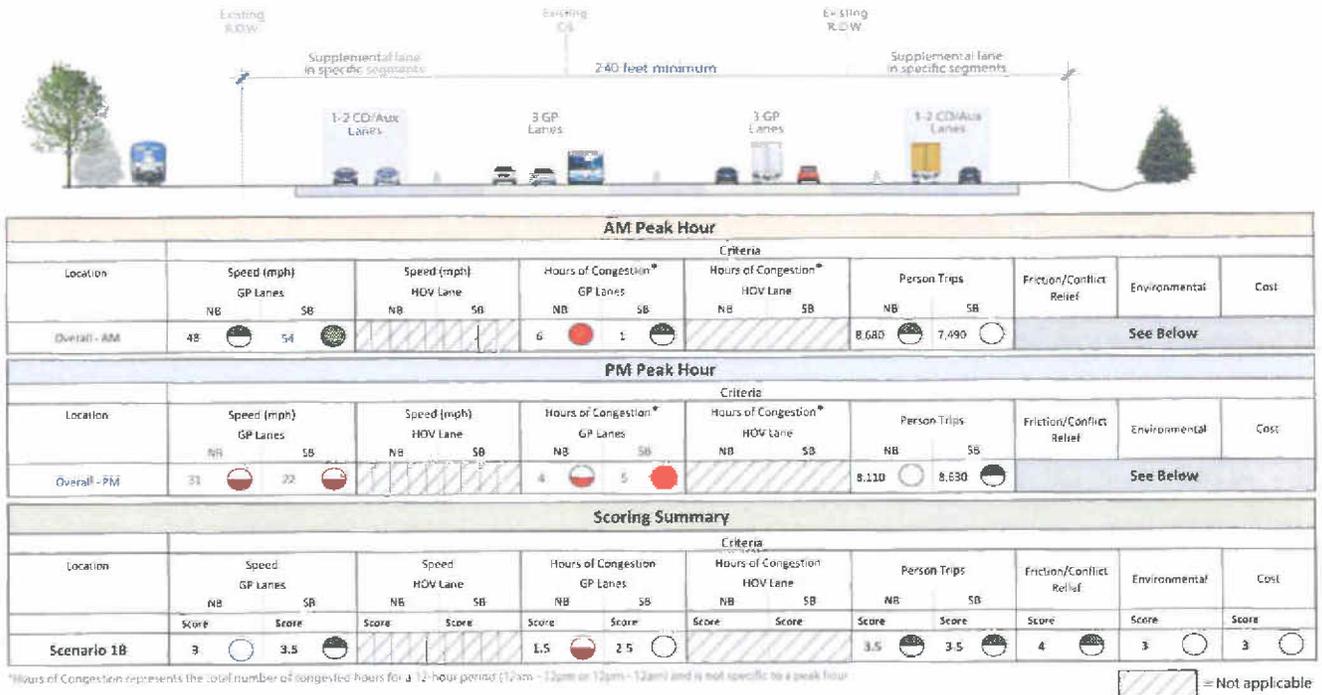
AM Peak Hour																	
Location	Speed (mph) GP Lanes				Speed (mph) HOV Lane				Hours of Congestion*				Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB					
Overall - AM	34	52	56	59	3	3	0	0	8,400	8,400	See Below						
PM Peak Hour																	
Location	Speed (mph) GP Lanes				Speed (mph) HOV Lane				Hours of Congestion*				Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB					
Overall - PM	29	20	53	52	5	7	0	0	7,970	8,780	See Below						
Scoring Summary																	
Location	Speed GP Lanes				Speed HOV Lane				Hours of Congestion*				Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB					
Scenario 1A	2	3.5	5	5	1.5	2.5	5	5	3.5	3	2	3	4				

\*Hours of Congestion represents the total number of congested hours for a 12-hour period (12am - 12pm + 12pm - 12am) and is not specific to a peak hour.

### In 2040:

- ◆ Corridor remains highly congested
- ◆ Speeds:
  - General Purpose Lanes:
    - AM peak northbound = 34 mph, southbound = 52 mph
    - PM peak northbound = 29 mph, southbound = 20 mph
  - HOV Lanes:
    - AM peak northbound = 56 mph, southbound = 59 mph
    - PM peak northbound = 53 mph, southbound = 52 mph
- ◆ Congestion:
  - PM – long durations of congestion especially northbound between Steilacoom-DuPont and Berkeley and southbound south of Steilacoom-DuPont in General Purpose lanes; free flowing in HOV lanes
  - AM – moderate durations, especially northbound between Mounts and Berkeley in General Purpose lanes; free flowing in HOV lanes

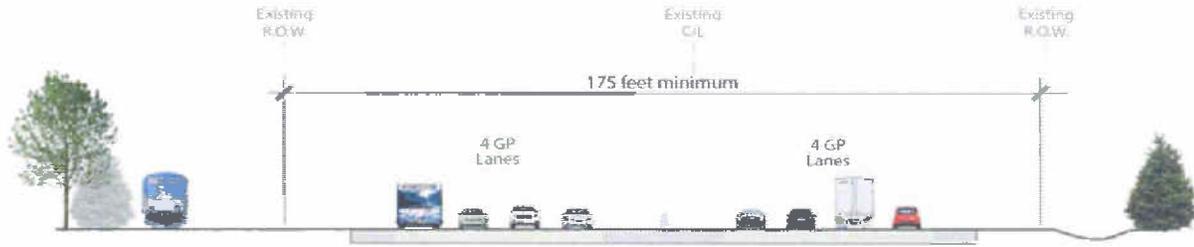
## Scenario 1b – 3 General Purpose Lanes with CD/Auxiliary Roads



### In 2040:

- ♦ Corridor remains congested, especially in PM peak
- ♦ Speeds:
  - AM peak northbound = 48 mph, southbound = 54 mph
  - PM peak northbound = 31 mph, southbound = 22 mph
- ♦ Congestion:
  - PM – moderate to high durations, significant congestion northbound north of Berkeley and southbound south Thorne to Berkeley and south of Steilacoom-DuPont
  - AM – moderate to high durations, significant congestion northbound between Berkeley and Thorne
- ♦ Capacity provided by CD roads is filled back up by latent demand; volumes especially high on CD roads northbound in the AM peak
- ♦ Does not provide HOV facilities to encourage alternative modes

## Scenario 2 – 4 General Purpose Lanes



AM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - AM	37	55	/		2	1	/		8,810	7430	See Below		
PM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - PM	42	26	/		3	4	/		8,700	7950	See Below		
Scoring Summary													
Location	Speed GP Lanes		Speed HOV Lane		Hours of Congestion GP Lanes		Hours of Congestion HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Scenario 2	3	3.5	/		2.5	3	/		4	3	2	3	4

\*Hours of Congestion represents the total number of congestion hours for a 15-minute period (12:00am - 1:00am, 1:00pm - 2:00pm, and 4:00pm - 5:00pm) and is not specific to a peak hour.

/ = Not applicable

### In 2040:

- ♦ Corridor remains moderately congested overall, especially in PM Peak
- ♦ Speeds:
  - AM peak northbound = 37 mph, southbound = 55 mph
  - PM peak northbound = 42 mph, southbound = 26 mph
- ♦ Congestion:
  - PM – moderate durations southbound south of Steilacoom-DuPont and northbound north of Berkeley
  - AM – moderate durations throughout corridor
- ♦ Person trips increase compared to Scenarios 1a and 1b
- ♦ Does not provide HOV facilities to encourage alternative modes
- ♦ Does not mitigate friction/conflict areas due to high on and off ramp movements

### Scenario 3 – 3 General Purpose Lanes, 1 HOV Lane, and CD/Auxiliary Roads



AM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - AM	55	56	56	59	3	1	0	0	9,320	7,280	See Below		

PM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - PM	39	31	53	50	3	2	0	0	8,730	9,710	See Below		

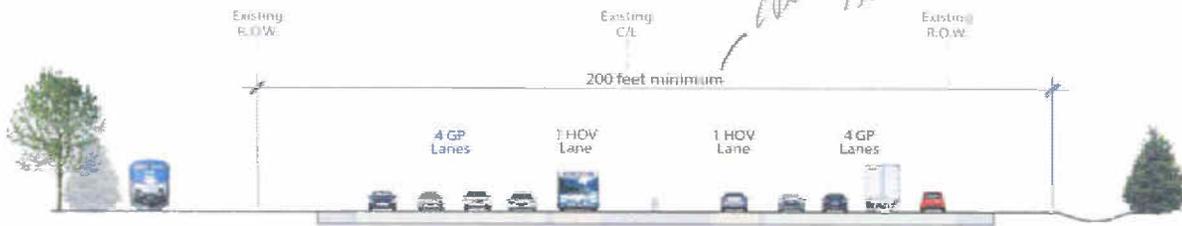
Scoring Summary													
Location	Speed GP Lanes		Speed HOV Lane		Hours of Congestion GP Lanes		Hours of Congestion HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
Scenario 3	4	3.5	5	4.5	2	3.5	5	5	4	4	4	2	2

\*Hours of Congestion (see text) is the total number of congested hours for a 12-hour period (12am - 12pm or 12pm - 12am) and is not specific to a peak hour

#### In 2040:

- ◆ Corridor congestion improved compared to preceding scenarios
- ◆ Speeds:
  - General Purpose Lanes:
    - AM peak northbound = 55 mph, southbound = 56 mph
    - PM peak northbound = 39 mph, southbound = 31 mph
  - HOV Lane
    - AM peak northbound = 56 mph, southbound = 59 mph
    - PM peak northbound = 53 mph, southbound = 50 mph
- ◆ Congestion:
  - PM – moderate durations north and southbound in General Purpose lanes; HOV lane experiences no congestion during PM peak
  - AM – moderate durations northbound and low durations southbound; HOV lane experiences no congestion during AM peak
- ◆ Person trips is second highest among all the alternatives
- ◆ HOV lane runs at 90% capacity during peak periods
- ◆ CD road close to capacity northbound north of Berkeley in the PM and northbound north of Mounts Road in the AM, may need 2 lane CD configuration due to demand

## Scenario 4 – 4 General Purpose Lanes and 1 HOV Lane



AM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - AM	45	57	56	58	2	0	0	0	9,260	7,250	See Below		
PM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
Overall - PM	53	29	52	52	2	4	0	0	8,510	9,640	See Below		
Scoring Summary													
Location	Speed GP Lanes		Speed HOV Lane		Hours of Congestion GP Lanes		Hours of Congestion HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score			
Scenario 4	4.5	3.5	5	5	3	3.5	5	5	4	4	3	3	3

\*Hours of Congestion represents the total number of congested hours for a 12-hour period (12am - 12pm) or (12pm - 12am) and is not specific to a peak hour

### In 2040:

- ◆ Corridor congestion improved compared to preceding scenarios
- ◆ Speeds:
  - General Purpose Lanes:
    - AM peak northbound = 45 mph, southbound = 57 mph
    - PM peak northbound = 53 mph, southbound = 29 mph
  - HOV Lane
    - AM peak northbound = 56 mph, southbound = 58 mph
    - PM peak northbound = 52 mph, southbound = 52 mph
- ◆ Congestion:
  - PM – moderate durations northbound and more extended for southbound in General Purpose Lanes; free flowing both directions in HOV lane
  - AM – moderate durations northbound, low southbound in General Purpose lanes; free flowing both directions in HOV lane
- ◆ HOV lane runs at approximately 90% of capacity in PM peak and 70% of capacity in AM peak

## Scenario 5 – 4 General Purpose Lanes, 1 HOV Lane, and CD/Auxiliary Roads



AM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
	Overall - AM	60	60	56	59	0	0	0	0	9,440			

PM Peak Hour													
Location	Speed (mph) GP Lanes		Speed (mph) HOV Lane		Hours of Congestion* GP Lanes		Hours of Congestion* HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
	Overall - PM	60	52	54	52	2	0	0	0	8,590			

Scoring Summary													
Location	Speed GP Lanes		Speed HOV Lane		Hours of Congestion GP Lanes		Hours of Congestion HOV Lane		Person Trips		Friction/Conflict Relief	Environmental	Cost
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB			
	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score			
Scenario 5	5	5	5	5	4	5	5	5	4	4	4	2	1

\*Hours of Congestion represents the total number of congested hours for a 12-hour period (12am - 12pm or 12pm - 12am) and is not specific to a peak hour.

### In 2040:

- ◆ Most of corridor free flowing, with exception of moderate congestion northbound in the PM peak
- ◆ Speeds:
  - General Purpose Lanes:
    - AM peak northbound & southbound = 60 mph
    - PM peak northbound = 60 mph, southbound = 52 mph
  - HOV Lane
    - AM peak northbound = 56 mph, southbound = 59 mph
    - PM peak northbound = 54 mph, southbound = 52 mph
- ◆ CD roads run at or slightly over capacity, need 2 CD lanes to handle AM peak
- ◆ Over builds the facility – lose benefit of HOV lane (no incentive to use it)
- ◆ Widest footprint and ROW impact of all scenarios

The summary table below (Figure 18) shows the rolled up results for all scenarios. The existing congestion commonly experienced by regular users of the study roadways was confirmed and defined by this study. As allowing congestion to worsen does not meet the goals of the study, the 2040 Base Condition (No Build Scenario) is not viable. Also, as the study progressed, Scenario 5 was determined to over build the corridor and cannot be justified. However, the 2040 Base Condition and Scenario

5 have remained in the study as low and high “bookend” scenarios as a basis of comparison for the remaining viable options. When the scores for each of the scenarios across all metrics were compiled, Scenarios 1a through 4 had score ranges from 24.4 to 37.4. The scenarios with the most consistent high performance and point totals were Scenario 3 and Scenario 4. These two scenarios will be advanced to Phase 2 for additional analysis prior to selecting the preferred future mainline configuration.

Summary																	
Scenario	Speed GP Lanes		Speed HOV Lanes		Hours of Congestion GP Lanes		Hours of Congestion HOV Lanes		Person Trips		Friction/Conflict Relief		Environmental		Cost	Score	
Category Weight	1.00		1.00		1.50		1.00		2.00		1.50		1.00		1.00	10.00	
	Score		Score		Score		Score		Score		Score		Score		Score	Score	
2040 Base Condition	2.25				1.5				2.75		1		5		5		21.50
Scenario 1A	2.75		5		2		5		3.25		2		3		4		32.25
Scenario 1B	3.25				2				3.5		4		3		3		25.25
Scenario 2	3.25				2.75				3.5		2		3		4		24.38
Scenario 3	3.75		4.75		2.75		5		4		4		2		2		35.63
Scenario 4	4		5		3.25		5		4		3		3		3		37.38
Scenario 5	5		5		4.5		5		4		4		2		1		38.75



Figure 18 Scoring summary of mainline alternative scenarios; the 2040 Base Condition and Scenario 5 represent bookend scenarios that were used to qualitatively score the other scenarios and were not under consideration as viable solutions.

## WHAT INTERCHANGE OPTIONS WERE CONSIDERED TO SUPPORT THE MAINLINE ALTERNATIVES?

Many improvement concepts were considered at the four focus interchanges: Steilacoom-DuPont Road, Main Gate, Berkeley Street and Thorne Lane. Only the most promising concepts were advanced for further consideration and refinement.

Four types of interchanges were determined to be the most appropriate in the study area. These concepts are illustrated and briefly described in **Figure 19:**

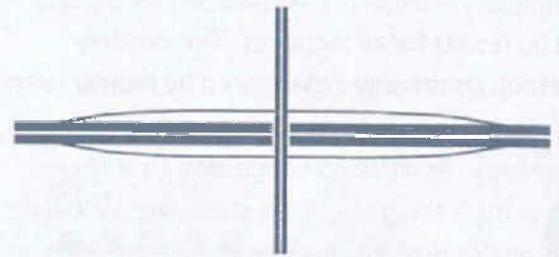
- ◆ Tight Diamond
- ◆ Single Point Urban Interchange (SPUI)
- ◆ Full Cloverleaf Interchange
- ◆ Diverging Diamond

### PREFERRED INTERCHANGE CONCEPTS

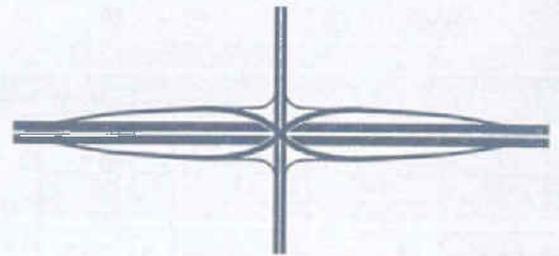
There were many interchange options considered. Each of the potential options were analyzed for their respective benefits and opportunities, as well as issues and impacts. An evaluation matrix was prepared to compare the various options for each of the focus area interchanges and included the following considerations:

- ◆ Mobility and Operations
- ◆ Environmental Factors
- ◆ JBLM Access and Circulation

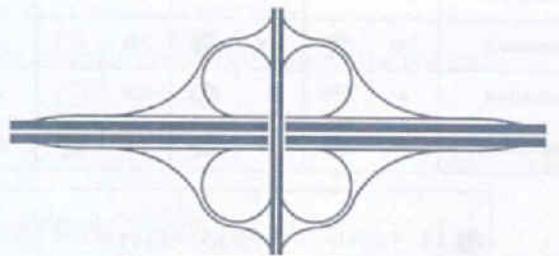
Based on this initial evaluation, it was determined that at least two to three improvement concepts would be advanced and further refined during the IJR development process. The refinement process will ensure that the



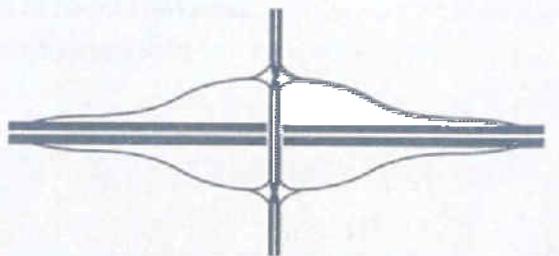
**TIGHT DIAMOND** – The simplest and most common type of interchange. This interchange has two on-ramps and two off-ramps.



**SINGLE POINT URBAN INTERCHANGE (SPUI)** – This interchange improves operations at high traffic interchanges by requiring all left-turning traffic to pass through a single and more efficient intersection.



**FULL CLOVERLEAF** – A two-level interchange where left turns are made on physically-separated, free-flowing ramps. When viewed from the air this interchange resembles a four-leaf clover.



**DIVERGING DIAMOND (DDI)** – Type of diamond interchange in which traffic on the arterial crosses to the opposite side of the road so all left turns can be made without conflicts. Usually has 2 signalized intersections that operate more efficiently than traditional diamonds.

**Figure 19** Interchange types appropriate to the study area.

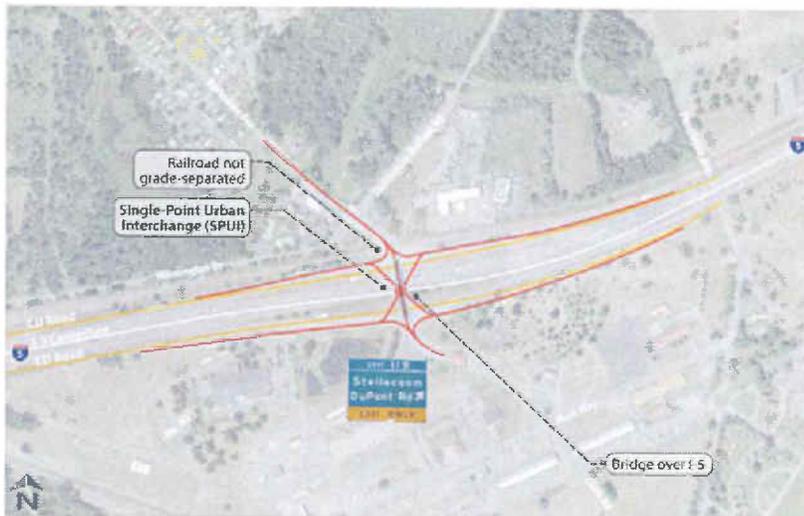
chosen interchange concept will fit with the preferred mainline highway improvement concept. The final interchange recommendation for each location will be made as part of this process and identified in the final IJR document.

Improvement concepts for each focus area interchange are described below. For more detailed information, see the I-5 JBLM Corridor Plan Feasibility Study.

### Steilacoom-DuPont Road Interchange (Exit 119)

The Steilacoom-DuPont Road Interchange serves the eastern portion of the City of DuPont and the future Wharf Road Gate that will serve Lewis North. To the east of I-5, Steilacoom-DuPont Road becomes Clark Road and accesses JBLM through the DuPont Gate. Interchange improvement concepts identified for further study include:

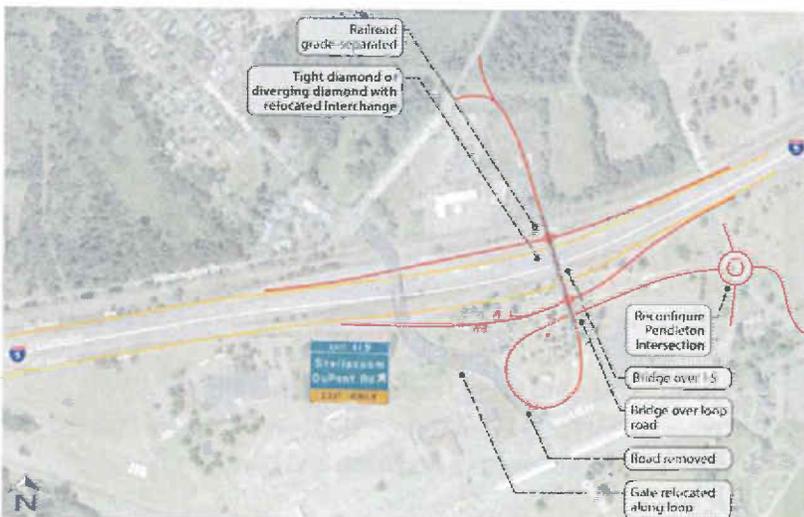
#### CONCEPT A - SINGLE POINT URBAN INTERCHANGE (SPUI)



#### Evaluation

- ◆ Consolidates ramp signals to one location
- ◆ Traffic operates with greater efficiency than tight diamond
- ◆ Does not grade-separate road from railroad or improve interchange spacing along I-5
- ◆ Slightly increases spacing from Barksdale intersection
- ◆ Does not improve queuing at JBLM gate and ramp junctions

#### CONCEPT B - OFFSET TIGHT DIAMOND OR DIVERGING DIAMOND (DDI)



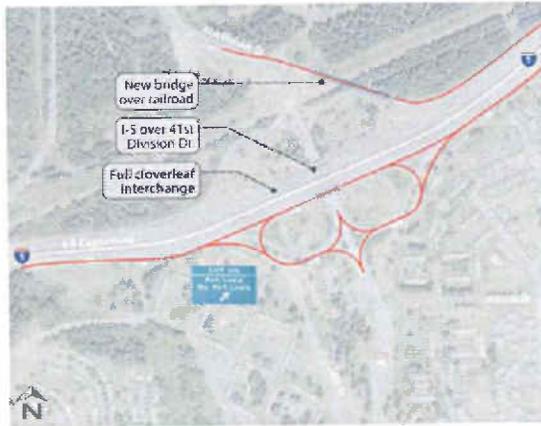
#### Evaluation

- ◆ Changes local street connections including access to commercial properties
- ◆ Provides railroad grade separation and increasing spacing from Barksdale intersection
- ◆ Addresses northbound off-ramp queue to JBLM and increases spacing from Center Drive interchange
- ◆ Diverging diamond consolidates ramp signals to two locations (DDI) with only two signal phases

### 41st Division Drive/Main Gate Interchange (Exit 120)

The 41st Division/Main Gate Interchange serves as the primary access to Lewis Main on the east side of I-5 and to Lewis North on the west side. Interchange improvement concepts identified for further study include:

#### CONCEPT A – MODIFIED CLOVERLEAF WITH NEW SOUTHBOUND OFF-RAMP



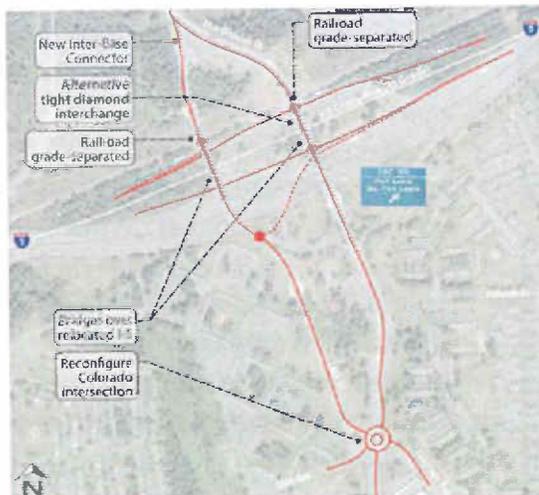
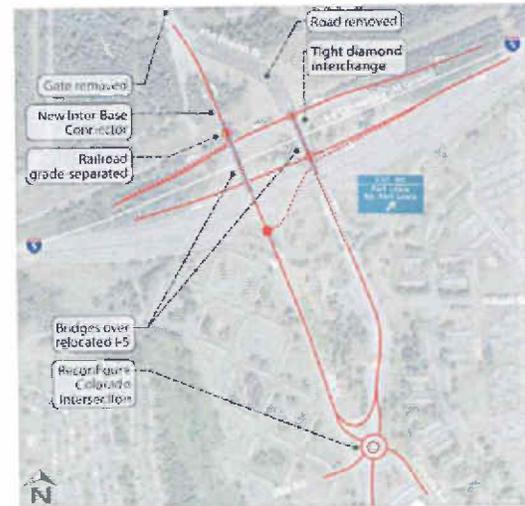
#### Evaluation

- Grade separates southbound off-ramp to Lewis North from railroad
- Reduces morning peak period traffic queues for southbound traffic exiting to Lewis North gate
- Merge and weave areas for northbound exit and entry on loop ramps are improved
- Does not separate 41st Division Drive from the railroad, but reduces traffic volumes crossing the railroad
- Improves access to Lewis North, but reduces space for Main Gate queue
- Would impact JBLM housing and does not improve gate operations or on-base traffic movement

#### CONCEPT B – TIGHT DIAMOND WITH REALIGNED I-5 MAINLINE

#### Evaluation

- Eliminates cloverleaf ramps and at-grade railroad crossing
- Realigns I-5, shifting the mainline west and removing the existing S-curve
- Improves southbound off-ramp queuing and removes inter-base traffic from interchange by providing alternative secure route via new bridge over I-5 between Lewis North and Lewis Main
- Improves on-base traffic circulation and eliminates 41st Division Gate
- May require modifications to Main Gate
- Increases distance of freeway from base housing
- Increases local inter-base traffic adjacent to JBLM housing



#### CONCEPT C – TIGHT DIAMOND WITH INTER-BASE CONNECTOR

#### Evaluation

- Identical to Concept B, but maintains connection between southbound interchange off-ramp and 41st Division Gate
- Eliminates cloverleaf ramps and at-grade rail crossing, shifts Interstate to at-grade as described in Concept B. Does not address southbound ramp queuing, including access to Lewis North
- Requires second bridge over railroad corridor
- Maintains 41st Division Gate, but allows for secure internal connection between Lewis North and Lewis Main

### Berkeley Street Interchange (Exit 122)

The Berkeley Street Interchange accesses the southwestern portion of the City of Lakewood on the west side of I-5. East of I-5, Berkeley Street becomes Jackson Avenue and accesses the Madigan Gate to JBLM. Interchange improvement concepts identified for further study include:

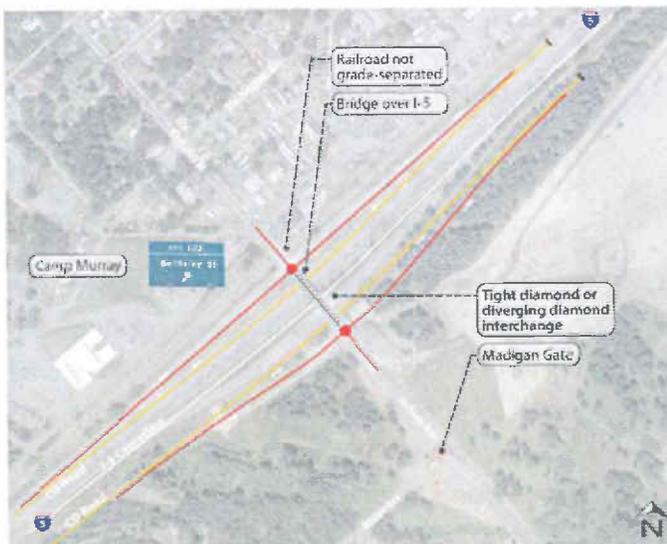
#### CONCEPT A - SINGLE POINT URBAN INTERCHANGE (SPUI)



#### Evaluation

- Consolidates ramp signals to one location for greater efficiency
- Does not grade-separate the railroad
- Improves spacing to the Union Avenue intersection slightly
- Impacts queue area at Madigan Gate

#### CONCEPT B - TIGHT DIAMOND OR DIVERGING DIAMOND (DDI)



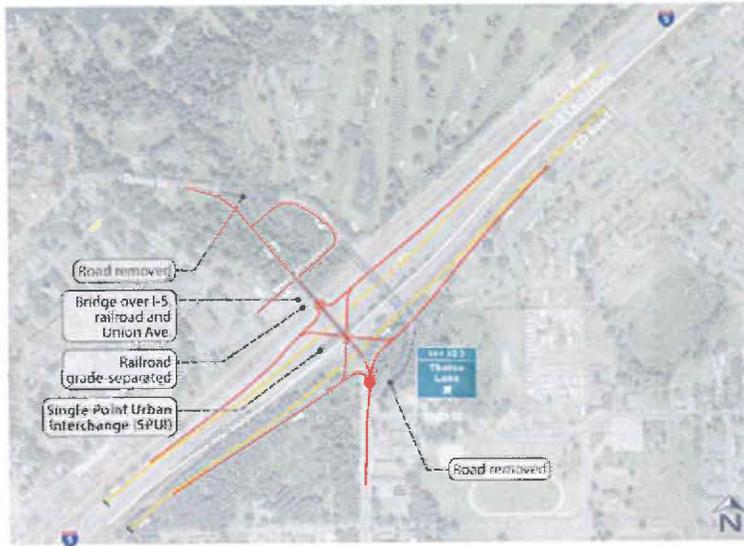
#### Evaluation

- Bridge structure is reduced which may reduce costs
- Does not improve spacing to the Union Avenue intersection
- Impacts queue area at Madigan Gate
- Does not grade-separate the railroad

### Thorne Lane Interchange (Exit 123)

On the west of I-5, Thorne Lane accesses the Tillicum neighborhood of the City of Lakewood. East of I-5, Thorne Lane becomes Murray Road and accesses a small portion of the City and the Logistics Gate to JBLM. Interchange improvement concepts identified for further study include:

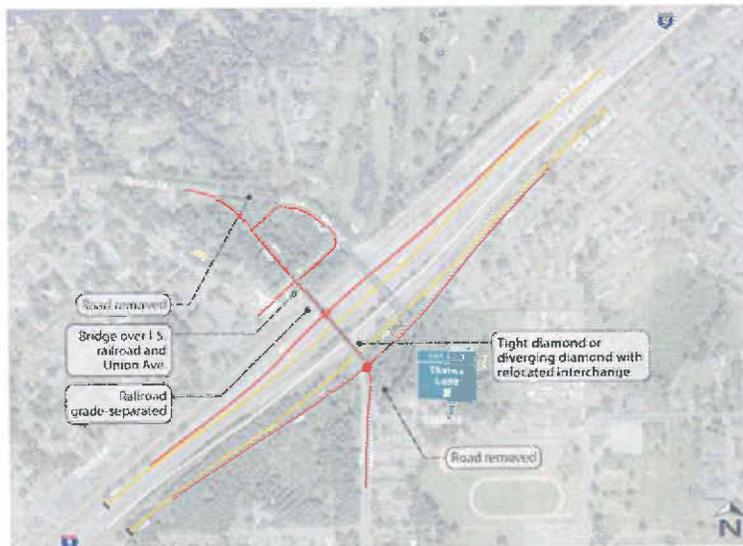
#### CONCEPT A – OFFSET SINGLE POINT URBAN INTERCHANGE (SPUI)



#### Evaluation

- ◆ Consolidates ramp signals to one location for greater efficiency
- ◆ Creates a grade separation from the railroad
- ◆ Requires a loop-back road to connect with Union Avenue
- ◆ Construction is simplified as I-5 bridge is relocated

#### CONCEPT B – OFFSET TIGHT DIAMOND OR DIVERGING DIAMOND (DDI)



#### Evaluation

- ◆ Similar to Concept A but provides reduced bridge structure for cost-effectiveness

## HOW WILL THE CORRIDOR FEASIBILITY STUDY HELP GUIDE FUTURE DECISIONS?

The key outcomes from Phase 1 will be used to advance development of an IJR for the focus area interchanges. This IJR will also be an integral part of establishing a priority array of phased projects in the corridor. This priority array will be used to assist policy makers in endorsing an initial set of improvements for funding and implementation, as well as overall project sequencing.

This framework plan will also validate and maintain the high degree of regional priority in the Puget Sound Regional Council (PSRC) 2040 Plan, as well as on-going planning and future programming by JBLM and the partnering agencies. The public acceptance and awareness of a strategic plan to improve I-5 through the JBLM area will provide significant momentum as the process advances into the next phase of development.

## WHAT ACTIONS AND IMPROVEMENTS DOES THE STUDY RECOMMEND AND WHY?

As noted in the beginning of the Summary Report, this Study represents the first phase of a two-phased effort to address existing and expected future congestion and safety problems along I-5 through JBLM. The purpose of Phase 1 is to recommend a focused range of improvement options that can be further refined in Phase 2, leading to a preferred recommendation. Phase 2 will include preparation of an IJR and completion of environmental review as required under NEPA/SEPA. This is a necessary step for any revisions to I-5.

The guidance provided by Phase 1 includes the following specific actions and improvement recommendations that will be further explored and developed in Phase 2:

- **Make Multimodal Improvements** – There are substantial benefits to implementing a multimodal improvement strategy that includes managed lanes, improved transit service and enhanced TDM activities. As the third largest employer in Washington State, JBLM offers significant potential to benefit from improved transit and TDM services and specific improvement strategies will be developed. However, improved service must also adequately address base security needs. Transit priority options and flyer-stop opportunities will also be explored.
- **Advance I-5 Mainline Scenarios #3 and #4** – Scenario #3 would add an HOV lane as well as a system of CD roads and auxiliary lanes, while Scenario #4 would add a fourth general purpose lane and an HOV lane through the study area. The combination of CD roads and auxiliary lanes, coupled with strategic freeway widening of general purpose and/or HOV lanes will be further evaluated in Phase 2 to refine our understanding of the need and priority for adding general purpose lanes.
- **Identify a Short-list of Reasonable Interchange Alternatives** – Two to three interchange improvement options will be considered at each location to determine which option best fits with the selected freeway mainline option. The ability of these options to improve traffic cross-circulation and internal connectivity for JBLM will also be considered. A preferred combination of mainline and interchange improvements will be

advanced into the formal IJR and Environmental Documentation process.

- ◆ **Reduce Existing Freeway Side Friction** –

The recommended mainline and interchange options need to address the significant existing and projected freeway merging and weaving activity to better accommodate both short- and long-term demand, improve overall traffic operations, and enhance safety.

- ◆ **Improve JBLM Gate Efficiency** – The interchange options need to consider optimization of JBLM gates to both improve accessibility to the base and to reduce the freeway operational and safety impacts resulting from traffic queuing on freeway off-ramps. The existing gate at the Steilacoom-DuPont interchange is particularly problematic due to its close proximity to the interchange.

- ◆ **Assess Local Street Options** – These options would improve connectivity within local communities as an alternative to using I-5 and to ease short trip pressure on the freeway. New connections such as the Gravelly-Thorne connector or enhanced road facilities on JBLM will be explored.

- ◆ **Conduct Environmental Studies Needed for NEPA/SEPA Compliance** – Building on the initial environmental scan conducted for Phase 1, more in-depth evaluation will be conducted of the environmental consequences and benefits associated with a preferred improvement alternative. Early in Phase 2, an environmental scoping Notice of Intent will be prepared and released for public comment. This Notice starts the formal NEPA/SEPA process that will ultimately lead appropriate environmental clearance and an impact mitigation strategy.

- ◆ **Develop an Implementation Strategy** –

With the selection of a recommended set of improvement projects within the study area, a strategy to accomplish the timely and appropriate sequencing of construction along the corridor will be developed. This strategy will be based on the evaluation process conducted during Phase 2. It will include:

- A list of recommended improvements for inclusion in local, regional and state plans.
- A prioritized array of projects will be used to identify funding needs over time.

- ◆ **Maintain Flexibility** – There is a need to maintain long-term flexibility in implementing each component of the preferred improvement plan as the corridor evolves over time. This includes providing bridge crossing structures of sufficient length and width to accommodate recommended mainline improvements and to preserve sufficient rights-of-way to meet long-term needs. The process of acquiring added right-of-way (easements) from the Department of Defense will be lengthy, challenging, and unique for WSDOT. If improvements are made that affect the military residential areas, the process to adjust the easement will also involve a private enterprise with a long-term lease on housing facilities. It will be important to preserve sufficient rights-of-way to meet long-term needs and avoid repeating this process again in the future.



To: Mayor and City Councilmembers

From: Karmel Shields, Human Services Coordinator  
Mary Dodsworth, Director  
Parks, Recreation and Community Services

Through: John J. Caulfield, City Manager 

Date: November 12, 2013

Subject: Human Services Second-year Funding Recommendations

### **Summary**

The Human Services Funding Advisory Board has completed its service-level review and contract performance evaluation of the thirty (30) human services programs receiving City general funds in 2013. The following is their recommendation for (2014) second-year human services funding.

### **Background**

On November 22, 2010, Council approved a two-year funding cycle for the City's human services funds. In 2013, thirty (30) human services contracts were awarded totaling \$345,000. On June 24, 2013, the Human Services Funding Advisory Board (HSFAB) met with Council to receive feedback regarding the process for second-year funding. Council confirmed that anticipated funding levels and the four strategic areas of funding (Basic Needs, Education, Health and Safety) would remain the same for 2014.

### **Review Process**

On September 19 and October 24, 2013, the HSFAB met to review all currently funded programs and to prepare recommendations for second year funding (2014). The HSFAB evaluated each program for contract compliance and to determine whether or not current funding levels were appropriate.

### **Each program was evaluated on the follow set of criteria:**

- Program performance relative to contracted goals for service (3<sup>rd</sup> quarter output reports)
- Staff site monitor report with positive findings and/or corrective action recommendations
- Agency contract compliance: timely and accurate reporting and responsiveness to staff requests
- City of Tacoma and United Way staff assessment of jointly funded programs
- Contract readiness: current board list, insurance certificate and financial audits on file

### **Recommendations for 2014 Funding**

The HSFAB is recommending funding for all thirty (30) programs at the same level in 2014 (Please see the attached chart). All programs have met or exceeded contract performance expectations. The Board also recommends that staff negotiate new contract performance measures for nine programs to achieve greater clarity and accuracy in reporting services to Lakewood citizens.

## **HSFAB Next Steps**

The Human Services Funding Advisory Board will begin planning for the 2015-16 funding cycle by conducting a targeted human services needs analysis and by preparing a recommendation for setting, if necessary, a new set of funding strategies. Listed below is the proposed work plan for 2014.

### **Analyze and assess current human service needs (November 2013 – March 2014)**

- Create specific research questions for each Council priority area
- Conduct interviews or focus groups with key community leaders
- Review other human services funders' current/changing funding priorities
- Identify relevant indicator data and shifting policy priorities at the local and state levels
- Complete a needs assessment report and present findings to prepare for the 2015-2016 funding cycle

### **Conduct the 2015-2016 allocations process (April – December 2014)**

- Meet with Council to establish funding priorities and gain direction for the 2015-2016 allocations process
- Prepare a Request for Proposal (RFP) to be released in July 2014
- Review grant applications and prepare funding recommendations
- Prepare contract performance expectations for programs recommended for funding

**Human Services Funding Advisory Board  
2014 (second-year) Funding Recommendations**

<b>Agency</b>	<b>Program</b>	<b>Strategy</b>	<b>Funding</b>
Catholic Community Services	Phoenix Housing Network	BASIC NEED	20,000.00
Tacoma Rescue Mission	Family Shelter	BASIC NEED	20,000.00
Emergency Food Network	Emergency Food Network	BASIC NEED	20,000.00
FISH Food Banks of Pierce County	Basic Nutritional Food Assistance	BASIC NEED	15,000.00
LASA	Emergency & Transitional Housing	BASIC NEED	15,000.00
St. Leo's Food Connection	Springbrook Mobile Food Bank	BASIC NEED	12,400.00
Caring for Kids	Ready to Learn Fair	BASIC NEED	10,000.00
South Sound Outreach	Emergency Services Outreach	BASIC NEED	10,000.00
LASA	Emergency Services Outreach	BASIC NEED	8,500.00
TACID	HELP for the disabled	BASIC NEED	8,500.00
Rebuilding Together South Sound	Rebuilding Day 2014	BASIC NEED	8,000.00
St. Leo Food Connection	Backpack Food Program	BASIC NEED	2,500.00
St. Leo Food Connection	Summer Meals Program	BASIC NEED	2,000.00
Pierce College	Lakewood's Promise	EDUCATION	26,000.00
Pierce College	Lakewood Computer Clubhouse	EDUCATION	20,000.00
Communities in Schools	After School Program	EDUCATION	15,000.00
Clover Park School District	Lakewood Early Learning	EDUCATION	15,000.00
Communities in Schools	Champions Mentoring Program	EDUCATION	13,000.00
Boys & Girls Club	Delinquency Prevention	EDUCATION	10,000.00
Good Samaritan –Adult Services	Outreach, Education & Respite Care	EDUCATION	9,500.00
Pierce County AIDS Foundation	Oasis Youth Center	EDUCATION	8,000.00
Pierce County Community Connections	ChildReach Developmental Screening	EDUCATION	7,500.00
WA Women Education & Employment	ReachPlus Job-readiness Training	EDUCATION	7,500.00
Franciscan Foundation	Children's Immunizations	HEALTH	14,700.00
Pierce County AIDS Foundation	Medical Case Management	HEALTH	12,000.00
Lindquist Children Dental	Children's Dental Care	HEALTH	10,000.00
Community Health Care	Primary Medical Care in Lakewood	HEALTH	7,500.00
YWCA	Legal Services	SAFETY	8,700.00
Korean Women's Association	We Are Family Home	SAFETY	5,000.00
YWCA	Women's Support Shelter	SAFETY	3,700.00
		<b>TOTAL</b>	<b>\$ 345,000.00</b>



To: Mayor and City Councilmembers

From: Mary Dodsworth, Director

Through: John J. Caulfield, City Manager *John J. Caulfield*

Date: November 4, 2013

Subject: Conservation Futures Grant Acceptance – Wards Lake Park Expansion

Attachment: Pierce County Purchase and Sales Agreement  
Pierce County Assignment of Contract Rights and Agreement

**SUMMARY:**

Wards Lake Park is located in the Northeast neighborhood area of Lakewood. Since incorporation, the City has utilized a variety of funding sources (approx. \$2 million) to purchase several parcels of contiguous land, remove structures, clean up the site and develop a portion of the area now known as Wards Lake Park. Purchasing the property and classifying it as open space has ensured there will be public access to the site and proper stewardship of the land. Pierce County has approved a \$275,000 Conservation Futures grant to offset the purchase of 4.4 acres of land adjacent to Wards Lake Park. The City's contribution would be \$200,000.

**BACKGROUND:**

In 2010 the City applied for Conservation Futures funds to purchase 4.4 acres of land near Wards Lake Park. At the time, the land was valued at \$600,000 and Council authorized a \$50,000 match from the storm water management fund (SWM). Unfortunately, we didn't make the short list and did not receive funding to purchase the property.

As with all grant programs, when actual contracts are processed, some projects move forward and others drop out for various reasons. While closing out the 2010 grant program the County determined they had funds left in the program so projects not previously approved were reconsidered. The Wards Lake project was now eligible. The current property owners were still interested in selling their property. The county has approximately \$275,000 in the grant fund to use towards this project. If the City can provide the necessary matching funds, we can move forward with the property purchase.

An appraisal and an appraisal review were completed and the property is valued at \$475,000. Less the \$275,000 grant, the City would need a total of \$200,000 to purchase land. The land has a large wetland on it and provides storm water management so, therefore, meets SWM fund criteria.

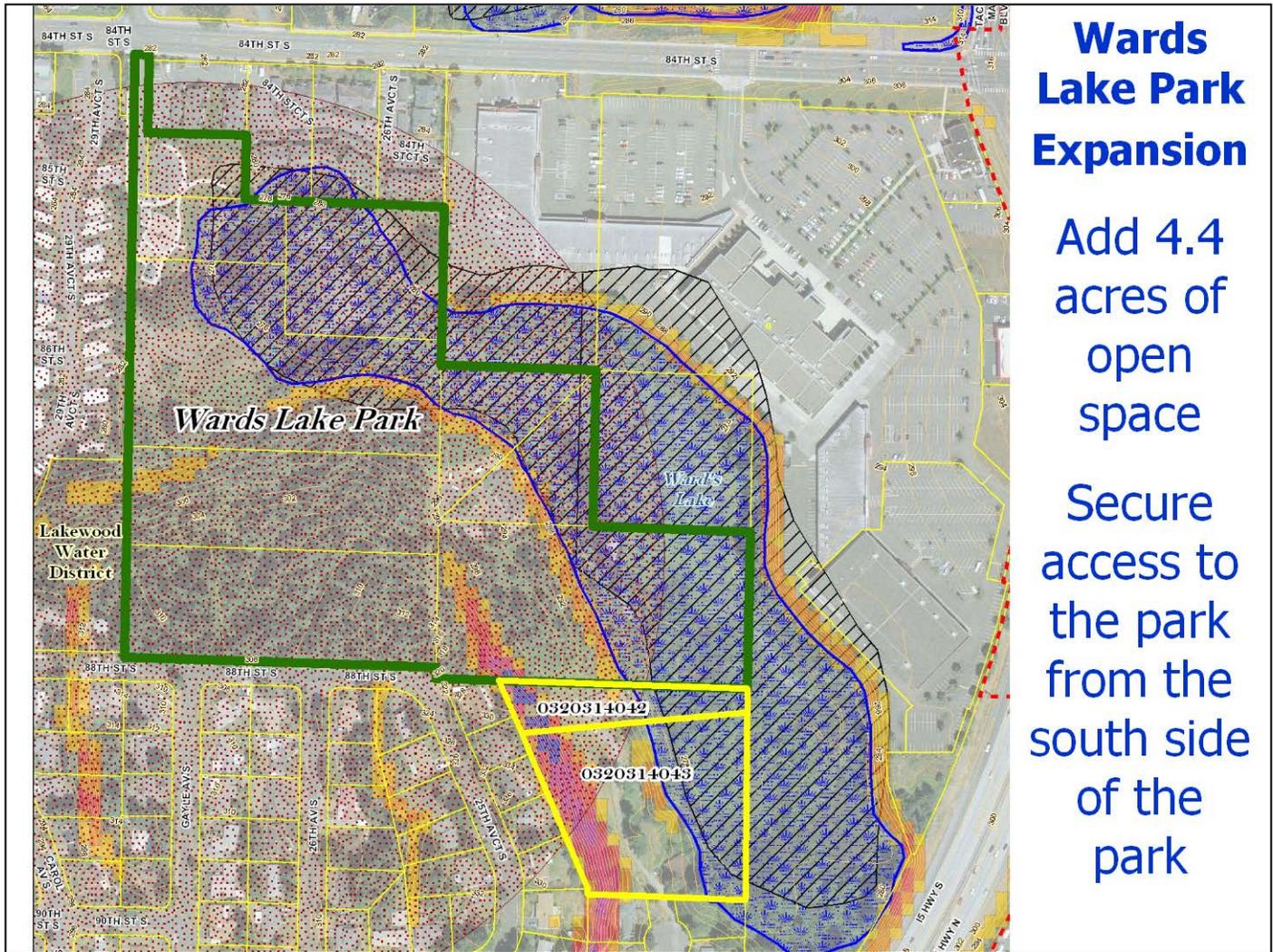
**CURRENT STATUS:**

Two parcels totaling 4.4 acres are considered for purchase. The land is adjacent to Wards Lake Park. There is a large house and shed on one parcel and a duplex on the other parcel along with the lake, open space and wooded areas. Based on current zoning and lot size up to 21 houses could be built on this site. Purchasing the property and classifying it as open space will ensure proper stewardship of the land and enable the City to manage and maintain the site, clean up the area and protect the neighborhood and the land from negative environmental and social impacts (cutting in trails, dumping, illegal activities and vandalism). Until funds are raised to improve the site, the houses would be rented out to generate income to offset maintenance and operations. People living in/near the park can provide oversight, security and protection of the area.

**FINANCIAL IMPACT:**

Pierce County will pay \$275,000 out of the Conservations Futures Fund. The City would pay \$200,000 from SWM funds. The County paid for the appraisals and will cover closing and a portion of the inspection costs. If approved, a budget adjustment would be made at the end of the year.

Staff will be at the November 12 study session to review the project request.



## PIERCE COUNTY CONSERVATION FUTURES PURCHASE AND SALE AGREEMENT

THIS PIERCE COUNTY CONSERVATION FUTURES PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 32 below) by and between RONALD M. SABOVICH, a married man dealing with his sole and separate property (hereinafter "Seller") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter be collectively referred to as "Parties" or individually as a "Party."

### R E C I T A L S

WHEREAS Seller is sole owner in fee simple of those certain parcels of improved residential real property in the City of Lakewood, Pierce County, Washington, collectively and commonly known as 8807 – 25<sup>th</sup> Avenue South, and legally described in attached **Exhibit A** (hereinafter "Subject Property"); and

WHEREAS the Subject Property contains features consistent with the purposes and values described in chapter 84.34 of the Revised Code of Washington (hereinafter "RCW") and chapters 2.96 and 2.97 of the Pierce County Code (hereinafter "PCC") including, without limitation: (a) wildlife habitat areas; (b) streams; (c) wetlands; (d) wooded spaces; (e) open spaces; and (f) aquifer recharge and flood control areas (hereinafter "Conservation Characteristics"); and

WHEREAS on November 16, 2010, the Pierce County Council passed Resolution No. R2010-112s authorizing the Pierce County Executive to acquire the Subject Properties through an expenditure from Purchaser's Conservation Futures Fund; and

WHEREAS the City of Lakewood, a Washington municipal corporation (hereinafter "Lakewood"), has expressed a desire to contribute funds toward acquisition of the Subject Property; and

WHEREAS Seller desires to sell and convey the Subject Property to Purchaser, and Purchaser desires to purchase and accept the same from said Seller, upon the terms, covenants and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser 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. Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in and to the Subject Property.

**3. Purchase Price and Payment.** The total purchase price for the Subject Property (hereinafter "Purchase Price") shall be FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00) and shall be paid by Purchaser to Seller through escrow at Closing (defined in Section 15 below) by cashier's check, certified check or wire transfer of immediately available funds to Closing Agent (defined in Section 6 below).

**4. Seller's Disclosure Statement.** The Subject Property constitutes "improved residential real property" within the meaning of RCW 64.06.005(2). Therefore, Seller shall deliver to Purchaser within TEN (10) calendar days after the Effective Date the seller's disclosure statement contained in RCW 64.06.020.

**5. Due Diligence.**

**5.1 Due Diligence Review.** Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon Purchaser determining in its sole and absolute judgment and discretion it is satisfied with its due diligence review (hereinafter "Due Diligence Review") of the Subject Property including, without limitation, the fair market value of the Subject Property and the environmental, geotechnical, land use and physical aspects thereof.

**5.2 Due Diligence Period.** Purchaser shall have SIXTY (60) calendar days after the Effective Date (hereinafter "Due Diligence Period") within which to conduct its Due Diligence Review of the Subject Property and to notify Seller in writing of its satisfaction with or waiver of the Due Diligence Review. If Purchaser fails to timely deliver to Seller written notice of its satisfaction with or waiver of the Due Diligence Review, this Agreement shall automatically terminate and the Parties shall have no further right or remedies against the other, except those that expressly survive termination of this Agreement, and Purchaser shall pay the cost of canceling the Preliminary Commitment (defined in Section 6 below).

**5.3 Due Diligence Materials.** Seller shall provide to Purchaser, or make available to Purchaser for inspection, as soon as possible (but in any event no later than ten (10) business days after the Effective Date) all materials specified below that are in Seller's possession or control (hereinafter "Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Purchaser. The Due Diligence materials shall include: (a) copies of any existing and proposed easements, covenants, restrictions, agreements, or other documents that affect title to, or Seller's possession and/or use of, the Subject Property that are not disclosed in the Preliminary Commitment; (b) all reports, surveys, plats or plans that affect or relate to the Subject Property; (c) notice of any existing or threatened litigation that affects or relates to the Subject

Property and copies of any pleadings with respect to that litigation; (d) all environmental assessment reports with respect to the Subject Property performed during the FIVE (5) years preceding the Effective Date or that are currently being performed by or for Seller; (e) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous materials (as defined under state and/or federal law) in, on, under or about the Subject Property and any other written information relating to the environmental condition or potential contamination thereof; and (f) any preliminary title insurance reports that affect or relate to the Subject Property.

**5.4 Right of Access.** During the Due Diligence Period, Purchaser and its agents, employees, appraisers, contractors and consultants shall be afforded reasonable access and entry onto the Subject Property to conduct such studies, tests, appraisals, investigations and inspections as are reasonably necessary to complete the Due Diligence Review. All such studies, tests, appraisals, investigations and inspections shall occur at Purchaser's sole cost and expense and shall be performed in a manner not unreasonably disruptive to Seller's possession, use or occupancy of the Subject Property. Purchaser shall repair any and all damage to the Subject Property caused by its studies, tests, appraisals, investigations and inspections and shall indemnify and hold Seller harmless from any claim, liability, loss or expense of any kind, type or nature whatsoever including, without limitation, reasonable costs and attorney fees, asserted against Seller or the Subject Property arising out of or relating in any way to Purchaser's entry thereon; provided, however, that such repair and indemnification shall not cover any claims, demands, liabilities, liens, judgments, costs or expenses, including, without limitation, reasonable costs and attorney fees, attributable to pre-existing adverse conditions affecting the Subject Property or to Seller's sole conduct. Purchaser shall keep confidential all matters it may discover during its investigation and inspection of the Subject Property and, except as required by law, shall not disclose such matters to any third party, other than those assisting Purchaser in its Due Diligence Review, without Seller's prior written consent (and with written notice to Seller prior to any legally compelled disclosure). Unless expressly provided to the contrary elsewhere in this Agreement, Seller shall be under no obligation to correct any deficiency in the Subject Property identified by Purchaser during the Due Diligence Review.

**6. Preliminary Commitments for Title Insurance.** The Parties have received from Puget Sound Title Company, 5350 Orchard Street West, University Place, WA 98467 (hereinafter "Closing Agent") a preliminary commitment for an owner's standard coverage policy of title insurance covering the Subject Properties under Puget Sound Title Order No. 201829 (hereinafter "Preliminary Commitment"). Within FIVE (5) business days after the Effective Date, Seller shall order from Closing Agent an update to the Preliminary Commitment, together with complete and legible copies (to the extent they are available) of any recorded exceptions identified in Schedule B thereof, and shall request of Closing Agent that the Preliminary Commitment be completed and delivered to Purchaser within FIVE (5) business days after Sellers' request.

**7. Approval of Title.** Seller and Purchaser shall conduct their review and approval of title to the Subject Property in accordance with the procedures set forth in Sections 7.1 through 7.4 below.

**7.1 Purchaser's Title Cure Notice.** Purchaser shall have TEN (10) business days after receipt of the update to the Preliminary Commitment within which to notify Seller in writing whether, in its sole and absolute judgment and discretion, Purchaser disapproves of any exception in Schedule B thereof (hereinafter "Purchaser's Title Cure Notice"). All monetary liens, encumbrances or defects, if any, shall automatically be deemed disapproved. Purchaser's failure to deliver Purchaser's Title Cure Notice shall, subject to Section 7.4 below, constitute its unconditional disapproval of all exceptions in Schedule B except monetary liens, encumbrances and defects. Exceptions not disapproved by Purchaser shall become "Permitted Exceptions."

**7.2 Seller's Title Cure Notice.** Seller shall have FIVE (5) business days after receipt of Purchaser's Title Cure Notice within which to notify Purchaser in writing whether, in their sole and absolute judgment and discretion, Seller will cure or remove any exceptions disapproved by Purchaser pursuant to Section 7.1 above (hereinafter "Sellers' Title Cure Notice"). Notwithstanding Seller's discretion in the foregoing sentence, Seller shall remove on or before Closing any and all monetary liens, encumbrances or defects affecting the Subject Property. Except for monetary liens, encumbrances and defects, Seller's failure to deliver Seller's Title Cure Notice shall constitute Seller's election not to remove any such exceptions. Seller shall remove all exceptions it elects to remove on or before Closing.

**7.3 Purchaser's Title Termination Notice.** If Seller elects not to remove all exceptions disapproved by Purchaser pursuant to Section 7.1 above, Purchaser may, in its sole and absolute judgment and discretion, and not later than the expiration of the Due Diligence Period, elect to terminate this Agreement by written notice to Seller (hereinafter "Purchaser's Title Termination Notice"), in which case this Agreement shall automatically terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive the termination hereof. If Purchaser fails to timely deliver Purchaser's Title Termination Notice, disapproved exceptions (except monetary liens, encumbrances and defects) that Seller have elected not to remove shall become Permitted Exceptions.

**7.4 Supplemental Commitments.** If any supplement to the Preliminary Commitment issued after the date of Purchaser's Title Cure Notice contains a lien, encumbrance or defect affecting the Subject Property other than encumbrances and defects in the initial Preliminary Commitment or any previous supplement thereto, or materially modifies a lien, encumbrance or defect contained in the initial Preliminary Commitment or any previous supplement thereto, Purchaser shall be entitled to disapprove any such matter by written notice to Seller delivered within FIVE (5) business days after Purchaser's receipt of any such supplement. If Purchaser timely disapproves, the provisions of Sections 7.2 and 7.3 above shall apply, except Seller shall have only

TWO (2) business days to deliver its notice to Purchaser and Purchaser shall have only TWO (2) business days following receipt of Seller's notice to make its election.

**8. Conveyance of Title.** Seller shall convey fee simple title to the Subject Property to Purchaser at Closing by statutory warranty deed (hereinafter "Statutory Warranty Deed") in the form set forth in attached **Exhibit B**, free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

**9. Title Insurance Policy.** At Closing, or as soon thereafter as permitted by Closing Agent, Seller shall cause Closing Agent to issue to Purchaser an owner's standard coverage policy of title insurance covering the Subject Property (hereinafter "Title Policy") in the full amount of the Purchase Price insuring, as of Closing, fee simple title to the Subject Property in Purchaser or Purchaser's assignee identified in Section 10 below, free and clear of all liens, encumbrances and defects except the Permitted Exceptions.

**10. Assignment of Contract Rights.** For and in consideration of Lakewood's contribution toward the Purchase Price, Purchaser intends to assign, upon terms and conditions acceptable to Purchaser in its sole and absolute judgment and discretion, some or all or of its rights, duties and/or liabilities under this Agreement to Lakewood including, without limitation, the right to receive title to the Subject Property at Closing as grantee under the Statutory Warranty Deed. Upon Purchaser's election to make any such assignment to Lakewood, Purchaser's obligation to complete the transaction contemplated by this Agreement shall be subject to and conditioned upon Lakewood accepting said assignment from Purchaser; provided, that any termination by Purchaser of this Agreement pursuant to this Section 10 shall be conditioned on Purchaser paying the cost of cancelling the Preliminary Commitment. Purchaser shall provide written notice to Seller of any such assignment and thereupon Seller shall: (a) Deal directly with Lakewood with respect to the contract rights and duties assigned; and (b) be conclusively deemed to have released Purchaser from any obligation, liability, claim or demand of any kind, type or nature whatsoever arising out of or relating in any way to the contract rights and duties assigned. The foregoing sentence is not intended to relieve Purchaser of any obligations hereunder not assigned to Lakewood or to release Purchaser from its representations in Section 12.2 below, which shall survive termination, expiration or assignment of this Agreement.

**11. Conduct of Business.** From the Effective Date until Closing or earlier termination of this Agreement, Seller shall: (a) Operate and maintain the Subject Property in the ordinary course of his business; (b) not materially violate or breach any applicable current and future zoning or land use laws, ordinances, rules or regulations applicable to the Subject Property, nor commit any waste or nuisance thereupon; (c) not enter into any leases, operating contracts, or other agreements relating to the Subject Property that have terms extending beyond Closing without Purchaser's prior written consent, which consent may be granted, withheld, conditioned or delayed by Purchaser in its sole and absolute judgment and discretion.

## **12. Representations and Warranties.**

**12.1 By Seller.** In addition to any other representations and/or warranties made by Seller to Purchaser either elsewhere in this Agreement or in the seller's disclosure statement delivered by Seller to Purchaser pursuant to RCW 64.06.020, Seller represents and warrants to Purchaser as follows:

**12.1.1 Authority.** Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby;

**12.1.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Seller in any court or before any administrative agency that might result in Seller being unable to consummate the transaction contemplated by this Agreement;

**12.1.3 Condemnation.** This Agreement is not made or entered into under the threat of condemnation of the Subject Property;

**12.1.4 Possessory Rights.** The Subject Property is not subject to any encroachments, leases, tenancies, or rights of persons in possession;

**12.1.5 Personal Property.** Seller shall remove, at Seller's sole cost and expense, prior to Closing, all personal property located in, on, under or about the Subject Property;

**12.1.6 Unrecorded Encumbrances.** The Subject Property is not the subject of any unrecorded deeds of trust, real estate contracts, leases or options, or any other encumbrances that are to remain unpaid after Closing;

**12.1.7 Hazardous Materials.** Seller has not received notification from any governmental agency that the Subject Property is, or may be, in violation of any environmental law or is, or may be, targeted for a Superfund cleanup site. To the best of Seller's knowledge, the Subject Property have not been used for dumping, as a landfill, waste storage, or disposal site, or for the storage or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances;

**12.1.8 Underground Storage Tanks.** Seller has removed or abandoned in place all underground storage tanks, if any, that have been out of service for one year or more and all permits as may be required for such action have been issued; and

**12.1.9 Real Estate Brokers.** Seller has not had any contact or dealing regarding the Subject Property, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase

and sale contemplated by this Agreement. If Seller has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Seller shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Purchaser harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

**12.1.10 Change in Circumstances.** If, prior to Closing, Seller becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Seller, then Seller shall promptly give written notice thereof to Purchaser. If Seller gives written notice of any such change, or if Purchaser otherwise has actual notice of any such change, Purchaser shall have the option to terminate this Agreement within TEN (10) business days from the date Purchaser receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under Agreement shall terminate, except those that expressly survive a termination hereof.

**12.2 By Purchaser.** In addition to any other representations and/or warranties made by Purchaser to Seller either elsewhere in this Agreement, Purchaser represents and warrants to Seller as follows:

**12.2.1 Authority.** Subject to Section 12.2.4 below, Purchaser has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby and the individual(s) who on Purchaser's behalf execute and deliver this Agreement and all documents to be delivered to Seller hereunder are and shall be authorized to do so;

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

**12.2.3 Condemnation.** This Agreement is not made or entered into under the threat of condemnation of the Subject Property;

**12.2.4 Council Approval.** Purchaser has received all necessary governmental approvals and funding authorizations to purchase the Subject Property. The foregoing notwithstanding, Seller acknowledges Purchaser may, in its sole and absolute judgment and discretion, terminate this Agreement if the Pierce County Council or the Lakewood City Council withdraws its or their approval of or funding authorization for purchase of the Subject Property.

**12.2.5 Conservation Purposes.** Purchaser is acquiring the Subject Property solely for conservation and open space purposes consistent with chapter 84.34 of the Revised Code of Washington and chapters 2.96 and 2.97 of the Pierce County Code.

**12.2.6 Receiving Agency Affidavit.** Lakewood is a Public Receiving Agency as defined in Section 2.97.020 of the Pierce County Code and has executed and delivered to Purchaser a Receiving Agency Affidavit declaring its willingness to take and hold title to the Subject Property in perpetuity as open space land for and on behalf of the general public.

**12.2.7 Real Estate Brokers.** Purchaser has not had any contact or dealing regarding the Subject Property, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Purchaser has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Purchaser shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Seller harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

**12.2.8 Change in Circumstances.** If, prior to Closing, Purchaser becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Purchaser, then Purchaser shall promptly give written notice thereof to Seller. If Purchaser gives written notice of any such change, or if Seller otherwise has actual notice of any such change, Seller shall have the option to terminate this Agreement within TEN (10) business days from the date Seller receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under this Agreement shall terminate, except those that expressly survive a termination hereof.

**12.3 Other Representations and Warranties.** Seller and Purchaser acknowledge and agree, except as may be expressly provided to the contrary elsewhere in this Agreement or in the seller's disclosure statement delivered by Seller to Purchaser pursuant to RCW 64.06.020, neither Party has made any statement, representation, warranty or agreement as to any matter concerning the Subject Property or the suitability thereof for Purchaser's intended uses and that Purchaser has made or will make its own independent inspection and investigation of the Subject Property and is acquiring the same in its present, "AS-IS" condition.

**13. Foreign Investment in Real Property Tax Act.** If requested by Closing Agent, the Parties agree to comply in all respects with the Foreign Investment in Real Property Tax Act (hereinafter "FIRPTA"), as set forth in Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

## **14. Conditions Precedent to Closing.**

**14.1 Purchaser's Conditions.** Purchaser's obligation to purchase the Subject Property is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

**14.1.1 Due Diligence Review.** Acceptance of the Subject Property by Purchaser or Lakewood as a result of its Due Diligence Review;

**14.1.2 Title Policy.** Closing Agent's commitment to issue the Title Policy described in Section 9 above;

**14.1.4 Closing Deliveries.** Sellers' delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Sections 16.1 and 16.2 below;

**14.1.5 Receiving Agency Agreement.** Purchaser having entered into an agreement with Lakewood acceptable to Purchaser in its sole and absolute judgment and discretion outlining the terms, covenants, conditions and restrictions upon which Lakewood shall: (a) contribute toward the Purchase Price of the Subject Property; (b) accept Purchaser's assignment of some or all of Purchaser's rights, duties and/or liabilities under this Agreement; and (c) take and hold title to the Subject Property in perpetuity as open space land for and on behalf of the general public; and

**14.1.6 Other Conditions.** Satisfaction or waiver, on or before Closing of all other conditions to Closing for the benefit of Purchaser as set forth in this Agreement.

**14.2 Seller's Conditions.** Seller's obligation to sell the Subject Property is subject and conditioned upon satisfaction or waiver of each of the following conditions precedent:

**14.2.1 Closing Deliveries.** Purchaser's delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Section 16.3 below;

**14.2.2 Other Conditions.** Satisfaction or waiver, on or before the Closing, of all other conditions to Closing for the benefit of Seller as set forth in this Agreement.

**14.3 Failure or Waiver of Conditions Precedent.** If any of the conditions precedent set forth in this Section 14 are not satisfied or waived by the Party intended to be benefited thereby, this Agreement shall terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive termination hereof. The foregoing notwithstanding, either Party may, in his or its sole and absolute judgment and discretion, 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.

**15. Closing; Possession.** "Closing" means the date upon which the Statutory Warranty Deed is recorded by Closing Agent and the proceeds of sale are legally available for disbursement to Seller. Closing shall take place at the offices of Closing Agent, or at such other place as Seller and Purchaser may mutually agree in writing, within THIRTY (30) business days after Purchaser's waiver or satisfaction of the Due Diligence Review, but in any event not later than December 31, 2013 (hereinafter "Outside Closing Date"). Seller and Purchaser agree to execute and deliver to Closing Agent such closing escrow instructions as may be necessary to implement and coordinate Closing. Subject to any existing tenancies, Purchaser shall be entitled to possession of the Subject Property at Closing. If this transaction fails to close by the Outside Closing Date, the non-defaulting Party (or in the event the failure to close is not due to the default of a party, then either Party) may terminate this Agreement by giving written notice of the same to the other Party, and no Party shall have any further rights or remedies against another, except those that expressly survive termination hereof.

**16. Closing Deliveries.** On or before Closing the following shall be delivered to Closing Agent:

**16.1 By Seller.** The following, duly executed and acknowledged by Seller: (a) the Statutory Warranty Deed; (b) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed; (c) a FIRPTA nonforeign affidavit (if required by Closing Agent); and (d) any and all other instruments, documents and monies required by Closing Agent on or following Closing to consummate the transaction contemplated by this Agreement.

**16.2 By Purchaser.** The following, duly executed and acknowledged by Purchaser: (a) a Real Estate Excise Tax Affidavit relating to the Statutory Warranty Deed; (b) the Purchase Price and any other funds as may be required in order to close hereunder; and (c) any and all other instruments, documents and monies required by Closing Agent on or following Closing to consummate the transaction contemplated by this Agreement.

**17. Closing Costs; Prorations.**

**17.1 Seller's Closing Costs.** Seller shall pay at Closing: (a) the premium for the Title Policy; (b) one-half the Closing Agent's escrow fee; (c) his own attorney fees; and (d) all other costs and expenses allocated to Seller under this Agreement.

**17.2 Purchaser's Closing Costs.** Purchaser shall pay at Closing: (a) the cost of recording the Statutory Warranty Deed; (b) one-half the escrow fee; (c) its own attorney fees; and (d) all other costs and expenses allocated to Purchaser under this Agreement.

**17.3 Prorations; Adjustments.** Any liens, assessments or charges imposed by law upon the Subject Property shall be prorated as of Closing, with such prorations to be a final settlement between the Parties. Seller and Purchaser agree, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or a compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller shall receive the benefit of all income and shall pay all expenses of the Subject Property prior to Closing and Purchaser shall receive all income and shall pay all expenses of the Subject Property after Closing. If Purchaser receives any bill or invoice which relates to periods prior to Closing, Purchaser shall refer such bill to Seller and Seller shall pay, promptly upon receipt, such portion of the bill or invoice as relates to the period prior to Closing for which Seller is or are responsible. If Seller does not pay such bill in a timely manner, Purchaser may, at its option, pay such bill or invoice and Seller shall become and remain liable to Purchaser for the full amount thereof until paid.

**18. Risk of Loss; Change in Condition.** Risk of loss of or damage to the Subject Property shall be borne by Seller until Closing and risk of loss of or damage to the Subject Property shall be borne by Purchaser thereafter. In the event of a material loss of or damage to the Subject Property prior to Closing, or in the event of a material adverse change in the condition thereof prior to Closing, Seller shall promptly notify Purchaser in writing. Purchaser may elect in its sole and absolute judgment and discretion, by notice in writing to Seller within TEN (10) business days after receipt of Seller's notice or, if Seller does not notify Purchaser, within TEN (10) business days after the time Purchaser otherwise has actual notice of the material loss or damage or material adverse change, either to terminate this Agreement or to purchase the Subject Property in the condition existing at Closing. If Purchaser does not give such notice, Purchaser shall be deemed to have elected to proceed with the purchase.

**19. Condemnation.** If, prior to Closing all or, any portion of the Subject Property is taken by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Purchaser, in its sole and absolute judgment and discretion, may elect either: (a) To terminate this Agreement by written notice to Seller given within FIVE (5) calendar days after Seller's receipt of written notice of such action, whereupon neither Party shall have any further rights or duties under this Agreement except those which expressly survive termination hereof; or (b) to agree to close and deduct from the Purchase Price an amount equal to any sum paid to Seller for such governmental acquisition.

**20. Notices.** Notices shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight courier; (c) facsimile; or (d) electronic mail. Notices shall be deemed delivered on the earlier of: (a) three (3) business days after deposit in the United States mail; (b) the delivery date as shown in the delivery records of the overnight courier; (c) the date of confirmed receipt by the recipient's fax; or (d) the send date as shown in the sender's email:

To Seller: Ronald M. Sabovich  
8807 – 25<sup>th</sup> Avenue South  
Lakewood, WA 98499  
Telephone: 253-882-5309  
Facsimile: None  
Email: ronsabo@yahoo.com

To Purchaser: Pierce County Parks & Recreation Services  
ATTN: Hollie Rogge, Associate Planner  
9112 Lakewood Drive SW, Suite 114  
Lakewood, WA 98499  
Telephone: 253-798-4252  
Facsimile: 253-582-7461  
Email: hrogge@co.pierce.wa.us

Copy to: Pierce County Prosecuting Attorney/Civil Division  
ATTN: David H. Prather, Deputy Prosecuting Attorney  
955 Tacoma Avenue South, Suite 301  
Tacoma, WA 98402-2160  
Telephone: 253-798-4168  
Facsimile: 253-798-6713  
Email: dprathe@co.pierce.wa.us

To Lakewood: City of Lakewood  
ATTN: Mary Dodsworth, Director Parks and Recreation  
6000 Main Street SW  
Lakewood, WA 98499  
Telephone: 253-983-7741  
Facsimile: 253-589-3774  
Email: mdodsworth@cityoflakewood.us

To Closing Agent: Puget Sound Title Company  
5350 Orchard Street West  
University Place, WA 98467  
Telephone: 253-474-4747  
Facsimile: 253-474-2407  
Email: Corinne@pstitle.com

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.

**21. Default; Remedies.** If Sellers or Purchaser do not perform the covenants and obligations contained in this Agreement in good faith or if the representations and warranties contained herein are not all true and accurate, either Party may seek: (a)

specific performance of this Agreement and/or damages; or (b) rescission of this Agreement; or (c) all other remedies available at law and equity.

**22. Costs and Attorney Fees.** The substantially prevailing Party in any action or proceeding between the Parties for the enforcement of this Agreement shall be entitled to recover reasonable costs and attorney fees (including, without limitation, reasonable costs and attorney fees incurred in appellate proceedings, or in any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code, and expenses for witnesses, including expert witnesses), in addition to all other relief to which it may be entitled.

**23. Venue.** The venue of any action arising out of or relating to this Agreement shall be in the Superior Court of Pierce County, Washington.

**24. Negotiation and Construction.** This Agreement 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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

**25. Counterparts.** This Agreement may be signed in TWO (2) or more counterparts, which taken together shall constitute the complete agreement between the Parties, and signatures to this Agreement by the Parties transmitted via facsimile shall be acceptable and binding.

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

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the Subject Properties and supersedes all written or oral agreements or understandings, if any. This Agreement may be modified only in writing signed by all Parties.

**28. 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.

**29. 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.

**30. Survival of Provisions; Binding Effect.** The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Statutory Warranty Deed. This Agreement shall be binding upon and shall inure to the benefit of the Parties and upon their heirs, successors and assigns.

**31. 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 of this Agreement; 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.

**32. Effective Date.** The "Effective Date" of this Agreement shall be the date upon which Purchaser's County Executive (who shall be the last person to sign) shall have executed this Agreement as indicated opposite her name below.

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

**SELLER'S SIGNATURE PAGE**

**SELLER:**

Ronald M. Sabovich, a married man dealing with his sole and separate property:

Ronald M. Sabovich  
Ronald M. Sabovich Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

THIS IS TO CERTIFY that on this 26<sup>th</sup> day of Sept, 2013, before me personally appeared RONALD M. SABOVICH, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name: Jeanette E. Peters  
Notary Public in and for the State of  
Washington, residing at: Tacoma, WA  
My Appointment Expires: 06-02-2015



PURCHASER'S SIGNATURE PAGE

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

APPROVED AS TO LEGAL FORM ONLY:

By: [Signature] 9/19/13  
Deputy Prosecuting Attorney Date

RECOMMENDED:

By: [Signature] 10/15/13  
Director, Budget and Finance Date

By: [Signature] 10/2/13  
Director, Parks & Recreation Services Date

FINAL ACTION:

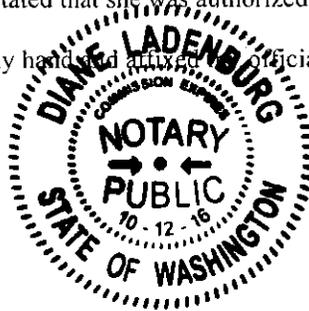
By: [Signature] 10-23-13  
Pierce County Executive Date  
*Deputy Executive*

STATE OF WASHINGTON )  
) ss.  
COUNTY OF PIERCE )

THIS IS TO CERTIFY that on this 23 day of October, 2013, before me personally appeared PAT MCCABETHY *Revis Phellis* to me known to be the Executive *Deputy* of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged 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 she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Name: Diane Ladenburg  
Notary Public in and for the State of  
Washington, residing at: Tuloma  
My Appointment Expires: 10-12-16



**EXHIBIT A**  
**(Legal Description of Subject Property)**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 201829

PARCEL A:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, in Pierce County, Washington, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2; THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of said Section 31; Township 20 North, Range 3 East of the W.M.; THENCE South 89°57'34" East along said North line, 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of said Section 31; THENCE South 0°44'04" East along the East line of said GOVERNMENT SUBDIVISION, 50.00 feet; THENCE Westerly 480 feet, more or less, to the Point of Beginning;

TOGETHER WITH a non exclusive easement for ingress, egress and utilities over and across a strip of land 30 feet in width, the centerline of which is described as follows:

Beginning at a point on the extended North line of Lot 22, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, 15 feet East of the Northeast corner of Lot 22;  
THENCE North 24°46'04" West to a point on a line which runs from a point 40.45 feet South 24°46'04" East from the Northeast corner of Lot 2, Block 2 in said Plat to a point 50 feet South 0°44'04" East of the Northeast corner of the Northwest quarter of a Southeast quarter of Section 31, Township 20 North, Range 3 East of the W.M.;

Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning at a point on the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian, in Lakewood, Pierce County, Washington, 794.96 feet South 89°57'34" East of the Northwest corner of said subdivision;  
THENCE South 24°46'04" East 481.29 feet;  
THENCE South 0°51'29" East 12.04 feet;  
THENCE North 90°00'00" East 333.36 feet to a point on the East line of said subdivision, said point being the Northeast corner of Lot 1, Block 4, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52;  
THENCE North 0°44" West 452.00 feet, more or less, to the Northeast corner of said subdivision;  
THENCE North 89°57'34" West 529.41 feet to the Point of Beginning;

EXCEPT the following described property:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2;  
THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian;  
THENCE South 89°57'34" East along said North line 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of Section 31,  
THENCE South 0°44'04" East along the East line of said subdivision, 50.00 feet;  
THENCE Westerly 480 feet, more or less, to the Point of Beginning;

---

**EXHIBIT B**  
**Statutory Warranty Deed**  
**(FORM ONLY -- DO NOT SIGN)**

WHEN RECORDED RETURN TO:

City of Lakewood

ATTN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WASHINGTON COUNTY AUDITOR/RECORDER**  
**INDEXING FORM**

**Document Title:** STATUTORY WARRANTY DEED

**Grantor:** RONALD M. SABOVICH, a married man dealing with  
his sole and separate property

**Grantee:** CITY OF LAKEWOOD , a Washington municipal  
corporation

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

**Parcel Number(s):** 0320314042 and 0320314043

## STATUTORY WARRANTY DEED

GRANTOR, RONALD M. SABOVICH, a married man dealing with his sole and separate property, for and in consideration of TEN DOLLARS (\$10.00) in hand paid, conveys and warrants to GRANTEE, CITY OF LAKEWOOD, a Washington municipal corporation, in fee simple absolute, the following described real estate situated in Pierce County, Washington, to wit:

### EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 201829

#### PARCEL A:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, in Pierce County, Washington, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2; THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of said Section 31; Township 20 North, Range 3 East of the W.M.; THENCE South 89°57'34" East along said North line, 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of said Section 31; THENCE South 0°44'04" East along the East line of said GOVERNMENT SUBDIVISION, 50.00 feet; THENCE Westerly 480 feet, more or less, to the Point of Beginning;

TOGETHER WITH a non exclusive easement for ingress, egress and utilities over and across a strip of land 30 feet in width, the centerline of which is described as follows:

Beginning at a point on the extended North line of Lot 22, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, 15 feet East of the Northeast corner of Lot 22;  
THENCE North 24°46'04" West to a point on a line which runs from a point 40.45 feet South 24°46'04" East from the Northeast corner of Lot 2, Block 2 in said Plat to a point 50 feet South 0°44'04" East of the Northeast corner of the Northwest quarter of a Southeast quarter of Section 31, Township 20 North, Range 3 East of the W.M.;

Situate in the County of Pierce, State of Washington.

#### PARCEL B:

Beginning at a point on the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian, in Lakewood, Pierce County, Washington, 794.96 feet South 89°57'34" East of the Northwest corner of said subdivision;  
THENCE South 24°46'04" East 481.29 feet;  
THENCE South 0°51'29" East 12.04 feet;  
THENCE North 90°00'00" East 333.36 feet to a point on the East line of said subdivision, said point being the Northeast corner of Lot 1, Block 4, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52;  
THENCE North 0°44" West 452.00 feet, more or less, to the Northeast corner of said subdivision,  
THENCE North 89°57'34" West 529.41 feet to the Point of Beginning;

EXCEPT the following described property:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2;  
THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian;  
THENCE South 89°57'34" East along said North line 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of Section 31,  
THENCE South 0°44'04" East along the East line of said subdivision, 50.00 feet;  
THENCE Westerly 480 feet, more or less, to the Point of Beginning;



## **PIERCE COUNTY CONSERVATION FUTURES ASSIGNMENT OF CONTRACT RIGHTS AND AGREEMENT**

THIS PIERCE COUNTY CONSERVATION FUTURES ASSIGNMENT OF CONTRACT RIGHTS AND AGREEMENT (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 22 below) by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Pierce County") and the CITY OF LAKEWOOD, a Washington municipal corporation (hereinafter "Lakewood"). Pierce County and Lakewood may collectively be referred to hereinafter as "the Parties" or individually as a "Party."

### **RECITALS**

WHEREAS on October 23, 2013, Pierce County entered into that certain Pierce County Conservation Futures Purchase and Sale Agreement (hereinafter "Purchase Agreement") with Ronald M. Sabovich, a married man dealing with his sole and separate property (hereinafter "Seller") to purchase from Seller the real property legally described therein (hereinafter "Subject Property"); and

WHEREAS pursuant to Section 10 of the Purchase Agreement, Pierce County has the right to assign to Lakewood some or all of its rights and/or duties thereunder; and

WHEREAS Pierce County now desires to assign some of its rights and duties under the Purchase Agreement to Lakewood and Lakewood desires to accept such assignment from Pierce County, upon the terms, covenants and conditions set forth herein.

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 Lakewood 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. Definitions.** Terms defined in the Purchase Agreement shall have the same meaning in this Agreement.

**3. Purchase Price.** As a material part of the consideration for this Agreement, Lakewood shall contribute the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) toward the Purchase Price at Closing of the Purchase Agreement.

**4. Assignment of Contract Rights & Duties.** Pierce County hereby assigns to Lakewood, and Lakewood hereby accepts from Pierce County, the following rights and duties under the Purchase Agreement: (a) Pierce County's right to receive title to the Subject Property at Closing as grantee under the Statutory Warranty Deed pursuant to Sections 8 of the Purchase Agreement, together with any and all duties associated therewith; (b) Pierce County's right to conduct a Due Diligence Review of the Subject Properties pursuant to Section 5 of the Purchase Agreement, together with any and all duties associated therewith; (c) Pierce County's right to the review of the Preliminary Commitment described in Section 6 of the Purchase Agreement, together with any and all duties associated therewith; (d) the right to be the named insured under the Title Policy described in Section 9 of the Purchase Agreement; (e) the same rights as Pierce County to rely on and benefit from the Representations and Warranties contained in the Purchase Agreement, particularly in Section 12.1; (f) the same right as Pierce county to be protected by the FIRPTA Affidavit described in Section 13 of the Purchase Agreement; and (g) the same rights as Pierce County under Sections 21 and 22 of the Purchase Agreement. Pierce County shall retain all other rights and duties allocated to it under the Purchase Agreement not expressly assigned to Lakewood herein including, without limitation, the duty to contribute the sum of TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275,000.00) toward the Purchase Price at Closing.

**5. Due Diligence Materials.** Pierce County shall deliver the Due Diligence Materials to Lakewood within FIVE (5) business days after receipt thereof from Seller. Lakewood shall conduct the Due Diligence Review of the Subject Property at its sole cost and expense in accordance with Section 5 of the Purchase Agreement

**6. Review of Preliminary Commitment.** Pierce County shall deliver the updates to the Preliminary Commitment to Lakewood within FIVE (5) business days after receipt thereof from Closing Agent. Tacoma shall conduct the review of the Preliminary Commitment at its sole cost and expense in accordance with Section 6 of the Purchase Agreement.

**7. Stewardship Agreement.** On or before Closing, Lakewood shall execute and deliver to Closing Agent the Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenant attached hereto as **Exhibit A** and by this reference incorporated herein (hereinafter "Stewardship Agreement").

**8. Closing Costs.** Pierce County shall pay from its Conservation Futures Fund all closing costs allocated to Purchaser under Sections 17.2 and 17.3 of the Purchase Agreement and the cost of recording the Stewardship Agreement.

**9. Release, Indemnity and Hold Harmless.** As of the Effective Date, Lakewood shall be deemed to have unconditionally released, and shall thereafter 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 Purchase Agreement, this Agreement, the Stewardship Agreement and/or the Subject Property. The release, indemnity and hold harmless set forth in this Section 9 shall survive closing and shall not be deemed merged with or into the Statutory Warranty Deed.

**10. Notices.** Notices shall be in writing and sent by either: (a) United States mail, return receipt requested; or (b) recognized overnight courier; or (c) facsimile; or (d) electronic mail, to the street address, facsimile number, or electronic mail address of such person as set forth below. Notices shall be deemed delivered on: (a) THREE (3) business days after deposit in the United States mail; (b) the delivery date shown in the delivery records of the overnight courier; (c) the date of confirmed receipt by the recipient's fax; or (d) the delivery date shown in the sender's electronic mail records:

To Pierce County: Pierce County Parks & Recreation Services  
ATTN: Hollie Rogge, Associate Planner  
9112 Lakewood Drive SW, Suite 114  
Lakewood, WA 98499  
Telephone: 253-798-4252  
Facsimile: 253-582-7461  
Email: hrogge@co.pierce.wa.us

Copy to: Pierce County Prosecuting Attorney/Civil Division  
ATTN: David H. Prather, Deputy Prosecuting Attorney  
955 Tacoma Avenue South, Suite 301  
Tacoma, WA 98402-2160  
Telephone: 253-798-4168  
Facsimile: 253-798-6713  
Email: dprathe@co.pierce.wa.us

To Lakewood: City of Lakewood  
ATTN: Mary Dodsworth, Director Parks and Recreation  
6000 Main Street SW  
Lakewood, WA 98499  
Telephone: 253-983-7741  
Facsimile: None  
Email: mdodsworth@cityoflakewood.us

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.

**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 to this Agreement shall be in the Superior Court of Pierce County, Washington.

**12. Negotiation and Construction.** This Agreement 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.

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

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

**15. Construction.** This Agreement shall be construed according to the laws of the state of Washington.

**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. Survival of Provisions.** The covenants, representations, agreements, terms and provisions contained herein shall survive Closing and shall not be deemed to have merged with or into the Statutory Warranty Deed.

**19. 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 of this Agreement; 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.

**20. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns.

**21. Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

**22. 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 her name below.

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



**CITY OF LAKEWOOD SIGNATURE PAGE**

CITY OF LAKEWOOD, a Washington municipal corporation:

By: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF PIERCE     )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, 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 \_\_\_\_\_ of the City of Lakewood, a Washington municipal corporation, 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/she 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**  
**(Stewardship Agreement)**  
**FORM ONLY - DO NOT SIGN**

WHEN RECORDED RETURN TO:  
Pierce County Parks & Recreation Services  
ATTN: Hollie Rogge, Associate Planner  
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:** City of Lakewood, a Washington municipal corporation

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

**Abbreviated Legal:** 31-20N-3E NW SE

**Tax Parcel Number(s):** 0320314042 and 0320314043

## **PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND RESTRICTIVE COVENANT**

THIS PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND RESTRICTIVE COVENANT (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 19 below) by and between the CITY OF LAKEWOOD, a Washington municipal corporation (hereinafter "Lakewood") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Pierce County"). Lakewood and Pierce County may hereinafter be referred to collectively as "the Parties" or individually as a "Party."

### **RECITALS**

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

WHEREAS the Subject Property contains features consistent with the purposes and values described in chapter 84.34 of the Revised Code of Washington (hereinafter "RCW") and chapters 2.96 and 2.97 of the Pierce County Code (hereinafter "PCC") including, without limitation: (a) wildlife habitat areas; (b) streams; (c) wetlands; (d) wooded spaces; (e) open spaces; and (f) aquifer recharge and flood control areas (hereinafter "Conservation Characteristics").

WHEREAS Lakewood received and accepted title to the Subject Property through Pierce County's Conservation Futures Program in exchange for its promise to hold the same in perpetuity as open space land for and on behalf of the general public in accordance with the terms, covenants, conditions and restrictions set forth in this Agreement.

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, Lakewood and Pierce County agree as follows:

### **A G R E E M E N T**

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

**2. Intent of Agreement.** The Parties intend by this Agreement: (a) Lakewood shall hold title to the Subject Property in perpetuity as open space land for and on behalf of the general public in accordance with the terms of this Agreement; (b) Lakewood shall forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics of the Subject Property; and (c) that the terms of this Agreement shall, pursuant to chapter 84.34 RCW and chapters 2.96 and 2.97 of Pierce County Code: (i) constitute a covenant and/or equitable servitude running with the Subject Property in perpetuity in fulfillment of the legal and contractual requirements of Lakewood

and Pierce County with respect thereto; and (ii) forever bind Lakewood and Pierce County and their respective heirs, devisees, executors, administrators, grantees, assigns and successors in interest.

### **3. Use of Subject Property.**

**3.1 By Lakewood.** Lakewood shall use and manage the Subject Property in accordance with all applicable federal, state, county and local laws, rules, regulations and standards so as to forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics thereof.

**3.2 By General Public.** Lakewood shall permit the general public to have access to the Subject Property at reasonable hours and times of year for passive recreational activities consistent with the intent of this Agreement including, without limitation: (a) trail-walking; (b) wildlife viewing; and (c) wetland vegetation identification; provided, however, Lakewood's obligation to permit access to the general public does not include an affirmative duty to develop trails, parking for vehicles and/or bicycles, restroom facilities or any other facilities or infrastructure.

**3.3 No Discrimination.** Uses by the general public as provided in this Section 3 shall be without regard to race, creed, color, gender, religion, national origin or residence of the user.

**4. Maintenance.** Lakewood shall, at its sole cost and expense, keep and maintain the Subject Property, together with any improvements or alterations in, on, under or about the Subject Property, in a neat, clean, safe and sanitary condition in accordance with all applicable federal, state, county and local laws, rules, regulations and standards.

**5. Improvements and Alterations.** Lakewood shall submit any plans for proposed improvements or alterations to the Subject Property to Pierce County for prior review and written approval to assure compliance and consistency with the intent of this Agreement. The term "improvements" shall not include routine maintenance, but shall include, and not be limited to, trails, picnic tables, viewpoints, rest areas, benches, restrooms, parking lots, fencing and signs.

**6. Fees and Charges.** Lakewood may charge user or other types of fees in connection with the public use of the Subject Property; provided, however, that such 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.

**7. Release, Indemnity and Hold Harmless.** As of the Effective Date, Lakewood shall be deemed to have unconditionally released, and shall thereafter 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 Purchase Agreement, this Agreement, the Stewardship Agreement and/or the Subject Property. The release, indemnity and hold harmless set forth in this Section 7 shall be in addition to any other agreements to release, indemnify and/or hold Pierce County harmless and shall survive closing and shall not be deemed merged with or into this Agreement.

**8. 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, as the case may be. Notices shall be addressed as follows:

To Lakewood:           City of Lakewood  
                              ATTN: Mary Dodsworth, Director Parks and Recreation  
                              6000 Main Street SW  
                              Lakewood, WA 98499  
                              Telephone: 253-983-7741  
                              Facsimile: None  
                              Email: mdodsworth@cityoflakewood.us

To Pierce County:     Pierce County Parks & Recreation Services  
                              ATTN: Hollie Rogge, Associate Planner  
                              9112 Lakewood Drive SW, Suite 114  
                              Lakewood, WA 98499  
                              Telephone: 253-798-4252  
                              Facsimile: 253-582-7461  
                              Email: hrogge@co.pierce.wa.us

Copy to:               Pierce County Prosecuting Attorney/Civil Division  
                              ATTN: David H. Prather, Deputy Prosecuting Attorney  
                              955 Tacoma Avenue South, Suite 301  
                              Tacoma, WA 98402-2160  
                              Telephone: 253-798-4168  
                              Facsimile: 253-798-6713  
                              Email: dprathe@co.pierce.wa.us

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.

**9. Enforcement; Remedies.** If either Party fails in any material respect to perform its obligations under this Agreement with respect to the Subject Property, the non-defaulting party may seek: (a) specific performance of this Agreement; or (b) any other remedy available at law or in equity.

**10. Attorney 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 to this Agreement shall be in the Superior Court of Pierce County, Washington.

**11. Negotiation and Construction.** This Agreement 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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

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

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

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

**15. 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.

**16. Binding Effect.** The terms, covenants, conditions and restrictions set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns.

**17. 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 of this Agreement; 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.

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

**19. Effective Date.** "Effective Date" shall mean the date upon which the Pierce County Executive shall have executed this Agreement as indicated opposite her name below.

*[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]*



**EXHIBIT A**  
**(Legal Description of Subject Property)**

PARCEL A:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, in Pierce County, Washington, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2; THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of said Section 31; Township 20 North, Range 3 East of the W.M.; THENCE South 89°57'34" East along said North line, 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of said Section 31; THENCE South 0°44'04" East along the East line of said GOVERNMENT SUBDIVISION, 50.00 feet; THENCE Westerly 480 feet, more or less, to the Point of Beginning;

TOGETHER WITH a non exclusive easement for ingress, egress and utilities over and across a strip of land 30 feet in width, the centerline of which is described as follows:

Beginning at a point on the extended North line of Lot 22, Block 2, SYLVAN PARK NINTH ADDITION, according to Plat recorded in Book 23 of Plats at Pages 51 and 52, 15 feet East of the Northeast corner of Lot 22;  
THENCE North 24°46'04" West to a point on a line which runs from a point 40.45 feet South 24°46'04" East from the Northeast corner of Lot 2, Block 2 in said Plat to a point 50 feet South 0°44'04" East of the Northeast corner of the Northwest quarter of a Southeast quarter of Section 31, Township 20 North, Range 3 East of the W.M.;

Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning at a point on the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian, in Lakewood, Pierce County, Washington, 794.96 feet South 89°57'34" East of the Northwest corner of said subdivision;  
THENCE South 24°46'04" East 481.29 feet;  
THENCE South 0°51'29" East 12.04 feet;  
THENCE North 90°00'00" East 333.36 feet to a point on the East line of said subdivision, said point being the Northeast corner of Lot 1, Block 4, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52;  
THENCE North 0°44" West 452.00 feet, more or less, to the Northeast corner of said subdivision;  
THENCE North 89°57'34" West 529.41 feet to the Point of Beginning;

EXCEPT the following described property:

Beginning at a point on the East line of Lot 2, Block 2, SYLVAN PARK, NINTH ADDITION, according to the Plat thereof, recorded in Volume 23 of Plats at Pages 51 and 52, 40.45 feet South 24°46'04" East of the Northeast corner of said Lot 2;  
THENCE North 24°46'04" West 120.00 feet to the North line of the Northwest quarter of the Southeast quarter of Section 31, Township 20 North, Range 3 East of the Willamette Meridian;  
THENCE South 89°57'34" East along said North line 529.41 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of Section 31,  
THENCE South 0°44'04" East along the East line of said subdivision, 50.00 feet;  
THENCE Westerly 480 feet, more or less, to the Point of Beginning;



To: Mayor and City Councilmembers

From: M. David Bugher, Assistant City Manager/Community Development Director

Through: John J. Caulfield, City Manager 

Date: November 12, 2013

Subject: Review of Oakbrook Golf Course Open Space Property Tax Credit

Chapter 84.34 Revised Code of Washington (RCW) provides an opportunity for certain categories of open space lands, agricultural lands, and timber lands to have a tax structure based upon the *current use* rather than on the traditional fair market value system of *highest and best use*. This alternative taxation method is referred to as the Open Space Current Use Assessment (CUA) Program.

This method of taxation is administered by Pierce County under Pierce County Code, Title 2, Division IV, Management of County Funds and Property, Section 211, Current Use Assessment and Administrative procedures. These regulations provide the mechanism for property owners to apply and participate in this program.

In March 2013, RMG Golf Course Management, LLC, made application through the County to designate portions of the Oak Brook Golf Course as Open Space pursuant to RCW 84.34.020(1). County staff reviewed the application stating that it qualified for the open space classification under state law.

The application consists of nine tax assessor parcels. Pierce County has assigned the application a total of 24 points on 128.63 acres under the Open Space Public Benefit Rating System (PBRs). PBRs ranks various open space features and is composed of high, medium and low priority resources, bonus categories and a super bonus category. A minimum of three priority resources points is necessary to qualify for the program and a maximum of 15 priority points is allowed. The number of PBRs points correlates to a percent of market value reduction during the period of eligibility. The nine tax parcels on the Oak Brook Golf Course received the following points:

- 5 high priority resource points for containing agricultural lands;
- 5 high priority resource points for containing wetlands;
- 3 medium priority resource points for containing the Clover/Chambers Creek aquifer recharge area;
- 1 low priority resource point for private parks and golf courses with developed facilities;
- 5 bonus points for providing public access; and
- 5 bonus points for being located within the municipal boundaries of the City of Lakewood.

The County Assessor has indicated that in the 2012 application year, the current property tax for the nine parcels, based on market land value, was \$41,058. Under the previous Open Space Classification, the property tax was \$1,968. With the new application, referred to as a “re-rate application,” the County Assessor can assign a higher tax based on the new PBRs. The new tax, based on the new PBRs, comes to \$6,244.

The County process requires the County Council to conduct a public hearing. That hearing took place on September 24, 2013; there were no public comments. Following the hearing, the County Council adopted Ordinance No. 2013-46, adopting findings of fact and approving the application for Open Space Classification. On October 2, 2013, Pat McCarthy also approved Ordinance No. 2013-46.

On October 22, 2013, the County Clerk submitted correspondence to the City Clerk (received October 25, 2013) requesting that the City Council also take action on the Open Space Classification pursuant to RCW 84.34.037 which states as follows:

[A]pplications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies (*emphasis added*) where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications.

The County’s correspondence further indicated that the City Council affirmation must take place by October 31, 2013, or it could jeopardize the tax credit to next year’s property taxes. City staff contacted the Assessor indicating that it was not possible for the City Council to take action so quickly. The City and the Assessor’s representative agreed on the review (November 12) and action dates (November 18); however, it is incumbent on the City to move expeditiously. If the City Council is in support of the request for a tax credit, City staff will return on November 18, 2013 with a resolution affirming the action of the Pierce County Council.

Attachments:

Open Space Reclassification Application  
Pierce County Planning and Land Services Staff Report  
Pierce County Assessor – Treasurer Land Values Report  
Pierce County Assessor – Treasurer Fiscal Note  
Pierce County Clerk transmittal Letter (includes County Ordinance No. 2013-46)

SOURCE DOCUMENT

**PIERCE COUNTY**  
**APPLICATION FOR CLASSIFICATION OR RECLASSIFICATION**  
**AS OPEN SPACE FOR CURRENT USE ASSESSMENT**  
 RCW 84.34

**OPEN SPACE LAND MEANS:**

- (a) Any land area so designated by a comprehensive land use plan adopted by a city or county authority, or
- (b) Any land area, in which the preservation in its present use would:
  - (i) Conserve and enhance natural or scenic resources,
  - (ii) Protect streams or water supply,
  - (iii) Promote conservation of soils, wetlands, beaches or tidal marshes,
  - (iv) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space,
  - (v) Enhance recreation opportunities,
  - (vi) Preserve historic sites,
  - (vii) Preserve visual quality along highway, road, and street corridor or scenic vistas, or
  - (viii) Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority.
- (c) Or, any land meeting the definition of "farm and agricultural conservation land".

**Fees:** (a) The non-refundable application fee must be submitted with the application. \$1200.00 in unincorporated or \$1450.00 within city limits. Cities may charge an additional fee. Contact your city to inquire.

(b) Fee for advertising the final public hearing will be billed and payable prior to recording the final contract. The cost varies depending on length of legal. (Approx. \$50.00)

(c) If public access is requested or mandatory, signage requirements are available at the Pierce County Planning and Land Services office.

RE-RATE APPLICATIONS FREE

Name of Applicant: RMG Golf Course Management LLC A site visit must be scheduled for approval.  
 Mail Address: 8102 Zircon Dr. SW List several phone #s where you can be reached (360) 329-5243  
Lakewood, WA 98498 (360) 790-3784  
 E-Mail Address: scucciardi@mccormickwoodsgolf.com

1. Interest in property: Fee owner  Contract Purchaser \_\_\_\_\_ Other \_\_\_\_\_

2. Property location: 8102 Zircon Drive SW, Lakewood, WA 98498

3. Is property within city limits? Yes  No \_\_\_\_\_ If yes, which city? \_\_\_\_\_

4. Assessor's parcel #(s): (see attached)

5. (a) Total acreage of parcel(s): 128.69 (b) Total acreage of unqualified or excluded areas: \_\_\_\_\_

6. Legal description of land to be classified Open Space: (may attach copy) (see attached)  
(see attached)

7. Legal or detailed description of area excluded (if any) from Open Space classification in 5(b) (may attach copy) \_\_\_\_\_

8. Describe the present improvements on this property: (buildings, etc.) Clubhouse, maintenance shed, cart barn

9. Is this land subject to a lease or agreement, which permits any other use than it's present use? Yes \_\_\_\_\_ No   
 If yes, attach copy of the lease agreement.

10. Include a Map or Drawing of the Parcel(s), including location of excluded areas and all structures, etc.

11. Is this a reclassification (transfer) under 84.34.070 or 84.33.7 If yes, complete form 64.0060 or 64.0038.

**STATEMENT OF ADDITIONAL TAX, INTEREST AND PENALTY DUE UPON REMOVAL OF CLASSIFICATION**

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county Treasurer after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
  - (a) The difference between the property tax paid as "Open Space" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
  - (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property tax
  - (c) A penalty of 20% shall be applied to the amount determined in (a) & (b) above if the classified land is applied to a use other than that listed in (2) below except through compliance with the property owner's request for withdrawal process, or except as a result of the listed in (2) below
2. The additional tax, interest, and penalty specified in (1) above shall not be imposed if removal resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the landowner changing the use of such property.
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the use of such land.
  - e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.34.020(2)(c).
  - f) Acquisition of property interest by State agencies or agencies or organizations qualified under RCW 84.34.210 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(e) (farm homestead).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption from notice from the owner to remove the land from classification.
    - i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120
    - j) The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
  - k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land which has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter continuously since 1993. The date of death shown on the death certificate is the date used.
  - l) (i) The discovery that the land was classified under this chapter in error through no fault of the owner. For purposes of this subsection (6)(l), "fault" means a knowingly false or misleading statement, or other act or omission not in good faith that contributed to the approval of classification under this chapter or the failure of the assessor to remove the land from classification under this chapter.  
(ii) For purposes of this subsection (6), the discovery that land was classified under this chapter in error through no fault of the owner is not the sole reason for removal of classification pursuant to subsection (1) of this section if an independent basis for removal exists. Examples of an independent basis for removal include the owner changing the use of the land to meet any applicable income criteria required for classification under this chapter.

**AFFIRMATION**

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the liability involved when the land ceases to be classified as Open Space under provision of CH 84.34 RCW, and the Assessor-Treasurer's office may require pertinent data be periodically submitted as to the continued use of the land. I declare under the penalties for false swearing that this application and any accompanying documents have been prepared by me and to the best of my knowledge it is a true, correct, and complete statement.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at a meeting of the Legislature (RCW 84.34.070)

Signatures of all Owner(s) or Contract Purchaser(s):

Date:

RMG Golf Course Management LLC

3/30/20

 Michael Moore, Managing Member

	CATEGORIES	POINT SYSTEM
<b>PRIORITY RESOURCE</b>  Note: A minimum of three priority resource points are necessary to qualify under the PBRs and not greater than 15 points are allowed	<b>High Priority</b> Agricultural Lands Critical Salmon Habitat Fish & Wildlife Habitat Conservation Areas Marine Waters Prairie Land Streams Wetlands, Estuaries & Tidal Marshes Wooded Areas	5 points each
	<b>Medium Priority</b> Aquifer Recharge Areas Archaeological Sites Flood Hazard Areas Historic Landmark Sites Lakes Private Open Space Passive Recreation Privately Owned and Operated Recreational Facilities Private Trails & Corridors	3 points each
	<b>Low Priority</b> Landslide & Erosion Hazard Areas (Steep Slopes) Private Parks & Private Golf Courses w/Developed Facilities Scenic View Points & Corridors Seismic Hazard Areas Volcanic Hazard Areas	1 point each
<b>BONUS</b>	Public Access Granted (Note: Some priority resource categories require public access.)	5 points
	Conservation/Historic Easement Granted in Perpetuity (forever)	10 points
	Site Within a Designated Urban Growth Area (UGA) or the Comprehensive Urban Growth Area (CUGA)	5 points
<b>SUPER BONUS</b>	Site Is Adjacent to (abuts) or Creates Linkage with Another Open Space Parcel	5 points
	Properties with at least five priority resource points and which allow a degree of public access appropriate to the sensitivity of the resource(s) and which provide a qualifying conservation easement in perpetuity.	25 points
Points	0-2    3    6    9    12    15    18    20    25+	
% Reduction of Market Value	0%    20%    30%    40%    50%    60%    70%    80%    90%	

➤ Applications received by Dec 31st, this year

➤ If approved, will receive an Open Space value next year

➤ For property tax due the following year

# Open Space Parcels

<u>Parcel Number:</u>	<u>Assessed Value:</u>	<u>Land Use Code:</u>	<u>Acres</u>
0220284013 ✓ ✓ 42	\$577,800.00	9400	11.91 ✓
0220284020 ✓ ✓ 44	\$1,426,100.00	9400	29.32 ✓
0220273007 ✓ H 27 32	\$900.00	9400	.02 ✓
0220284017 ✓ ✓ 41	\$318,400.00	9400	6.67 ✓
0220281017 ✓ ✓ 14	\$241,300.00	9400	5.83 ✓
0220272007 ✓ ✓ 23 23	\$312,800.00	9400	6.53 ✓
6430403841 ✓ ✓ 27 32	\$3,219,800.00	9400	67.89 ✓
<del>6430403870 ✓ ✓ 27 32</del>	<del>\$200.00</del>	<del>9400</del>	<del>.06</del>
6430400480 ✓ ✓ 27 32	\$11,600.00	9400	.28 ✓
6430400491 ✓ ✓ 27 32	\$6,600.00	9400	.16 ✓
6430401181 ✓ ✓ 27 23	\$700.00	9400	.02 ✓
			128.6

~~128.54~~  
 128.63  
 .02

**SCHEDULE B**  
(Continued)

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220284013      *Open Space*  
Levy Code: 760  
Assessed Value-Land: \$468,000.00  
Assessed Value-Improvements: \$77,400.00

General and Special Taxes:  
Billed: \$1,293.40  
Paid: \$0.00  
Unpaid: \$1,293.40

Affects: Portion of Parcel A

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220284020      *Open Space*  
Levy Code: 760  
Assessed Value-Land: \$1,152,300.00  
Assessed Value-Improvements: \$193,700.00

General and Special Taxes:  
Billed: \$3,195.91  
Paid: \$0.00  
Unpaid: \$3,195.91

Affects: Portion of Parcel A

4. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220273007      *Open Space*  
Levy Code: 760  
Assessed Value-Land: \$800.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$6.93  
Paid: \$0.00  
Unpaid: \$6.93

Affects: Portion of Parcel A

**SCHEDULE B**  
(Continued)

5. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220284017      *Open Space*  
Levy Code: 760  
Assessed Value-Land: \$262,000.00  
Assessed Value-Improvements: \$38,700.00

General and Special Taxes:  
Billed: 668.17  
Paid: \$0.00  
Unpaid: \$668.17

Affects: Portion of Parcel A

6. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220281017      *open space*  
Levy Code: 760  
Assessed Value-Land: \$229,100.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$106.08  
Paid: \$0.00  
Unpaid: \$106.08

Affects: Portion of Parcel A

7. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220272007      *Open Space*  
Levy Code: 760  
Assessed Value-Land: \$256,600.00  
Assessed Value-Improvements: \$38,700.00

General and Special Taxes:  
Billed: \$666.24  
Paid: \$0.00  
Unpaid: \$666.24

Affects: Portion of Parcel A

**SCHEDULE B**  
(Continued)

8. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430400871  
Levy Code: 760  
Assessed Value-Land: \$11,300.00  
Assessed Value-Improvements: \$3,800.00

*open Spad*

General and Special Taxes:  
Billed: \$324.87  
Paid: \$0.00  
Unpaid: \$324.87

Affects: Lot 1, Block 6, of Parcel B

9. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430403830  
Levy Code: 760  
Assessed Value-Land: \$78,000.00  
Assessed Value-Improvements: \$26,600.00

*Not open Spad*

General and Special Taxes:  
Billed: \$2,109.92  
Paid: \$0.00  
Unpaid: \$2,109.92

Affects: Tract C of Parcel B

10. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430403860  
Levy Code: 760  
Assessed Value-Land: \$139,600.00  
Assessed Value-Improvements: \$1,040,200.00

*Not open Spad*

General and Special Taxes:  
Billed: \$19,283.63  
Paid: \$0.00  
Unpaid: \$19,283.63

Affects: Tract F of Parcel B

**SCHEDULE B**

(Continued)

11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430403841  
Levy Code: 760  
Assessed Value-Land: \$2,668,100.00  
Assessed Value-Improvements: \$374,500.00

*Not open Space*

General and Special Taxes:  
Billed: \$7,159.61  
Paid: \$0.00  
Unpaid: \$7,159.61

Affects: Parcel B of Boundary Line Adjustment No. 200308065008 of Parcel B and portion of Lot 1, Block 12, Oakbrook 4th Addition in Parcel D

12. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430400480  
Levy Code: 760  
Assessed Value-Land: \$11,000.00  
Assessed Value-Improvements: \$0.00

*Not open Space*

General and Special Taxes:  
Billed: \$26.60  
Paid: \$0.00  
Unpaid: \$26.60

Affects: Lot 1, Block 5 of Parcel C

13. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430400491  
Levy Code: 760  
Assessed Value-Land: \$6,300.00  
Assessed Value-Improvements: \$0.00

*Not open Space*

General and Special Taxes:  
Billed: \$24.90  
Paid: \$0.00  
Unpaid: \$24.90

Affects: Portion of Lot 2, Block 5, in Parcel C

**SCHEDULE B**  
(Continued)

14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430408870  
Levy Code: 760  
Assessed Value-Land: \$200.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes: (less than \$500 market value)  
Billed: \$0.00  
Paid: \$0.00  
Unpaid: \$0.00

Affects: Tract G of Parcel D

*Open Space*

*DOES NOT QUALIFY  
NOT ABUTTING  
COURSE*

15. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 0220284019  
Levy Code: 760  
Assessed Value-Land: \$7,300.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$110.41  
Paid: \$0.00  
Unpaid: \$110.41

Affects: Parcel E

*Not open Space*

16. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6454500151  
Levy Code: 760  
Assessed Value-Land: \$22,400.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$325.07  
Paid: \$0.00  
Unpaid: \$325.07

Affects: Parcel F

*Not open Space*

**SCHEDULE B**  
(Continued)

17. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2012  
Tax Account Number: 6430401181  
Levy Code: 760  
Assessed Value-Land: \$700.00  
Assessed Value-Improvements: \$0.00

*Open Space*

General and Special Taxes:  
Billed: \$6.93  
Paid: \$0.00  
Unpaid: \$6.93

Affects: Parcel G

18. The Land has been classified as open space and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording No. 2517701

Any sale or transfer of all or a portion of said Land requires execution of a Notice of Compliance Form by the new owner and submission to the county assessor within 60 days of such sale.

Note: If the proposed transaction involves a sale of the Land so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. Please contact Pierce County Assessor's Records Section or the Company for additional information.

Affects: Parcel Nos. 0220284013, 0220284020, 0220273007, 0220284017, 0220281017, 0220272007, 6430403841, 6430403870, 6430400480, 6430400491 and 6430401181.

19. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,365,000.00  
Dated: September 1, 2009  
Trustor/Grantor: Oakbrook Golf & Country Club, a Washington state non-profit corporation  
Trustee: The Talon Group, a division of First American Title Insurance Co.  
Beneficiary: Oakbrook Investors, LLC., a Washington state limited liability company  
Loan No.: not disclosed  
Recording Date: September 24, 2009  
Recording No: 200909240626

20. Real Estate Environmental Indemnity between Oakbrook Golf & County Club, Indemnitor, to and for benefit of Oakbrook Investors, LLC., a Washington limited liability company, lender, recorded under Auditor's No. 200909240627.

Commitment No. 6485389-C

**LEGAL DESCRIPTION  
SCHEDULE A CONTINUED**

The land referred to in this Commitment is described as follows:

PARCEL A:

THAT CERTAIN REAL PROPERTY SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON, BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 2, OAKBROOK 4TH ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE, RECORDS OF PIERCE COUNTY, SAID WESTERLY CORNER IS MARKED BY AN IRON BAR; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES:

SOUTH 45°34'38" WEST 407.30 FEET;  
SOUTH 62°19'51" WEST 237.35 FEET;  
SOUTH 89°19'21" WEST 112.13 FEET;  
NORTH 87°51'19" WEST 260.01 FEET;  
SOUTH 86°08'07" WEST 318.61 FEET;  
SOUTH 59°12'11" WEST 314.86 FEET;  
NORTH 83°59'01" WEST 90.00 FEET;  
SOUTH 51°18'39" WEST 184.12 FEET;  
SOUTH 59°22'58" WEST 55.00 FEET;  
NORTH 85°52'42" WEST 73.74 FEET;  
NORTH 56°42'02" WEST 78.98 FEET;  
NORTH 43°28'24" WEST 234.24 FEET;  
NORTH 50°46'56" EAST 724.41 FEET;  
NORTH 81°34'31" EAST 530.09 FEET;  
NORTH 65°28'54" EAST 693.57 FEET;  
NORTH 27°55'46" EAST 255.07 FEET;  
NORTH 02°07'30" EAST 67.91 FEET;  
NORTH 25°09'36" WEST 113.09 FEET;  
NORTH 56°45'45" WEST 124.37 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A";  
THENCE NORTH 88°50'11" WEST 922.96 FEET;  
NORTH 72°36'29" WEST 131.55 FEET;  
NORTH 69°28'15" WEST 175.06 FEET;  
NORTH 60°30'02" WEST 184.97 FEET;  
NORTH 07°33'36" EAST 242.01 FEET;  
SOUTH 84°00'43" EAST 382.86 FEET;  
NORTH 89°48'05" EAST 196.84 FEET;  
NORTH 81°19'35" EAST 273.03 FEET;  
NORTH 63°14'16" EAST 222.40 FEET;  
NORTH 52°10'30" EAST 480.77 FEET;  
NORTH 50°07'39" EAST 685.00 FEET;  
NORTH 45°59'37" EAST 289.57 FEET;  
NORTH 52°26'14" EAST 257.22 FEET;  
AND NORTH 62°20'25" EAST 273.55 FEET TO THE MOST WESTERLY CORNER OF TRACT F OF SAID OAKBROOK 4TH ADDITION, LAST SAID WESTERLY CORNER BEING ALSO A POINT ON THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY THE

**SCHEDULE A CONTINUED**

(Continued)

FOLLOWING COURSES:

SOUTH 23°14'13" EAST 308.38 FEET;

SOUTH 41°49'48" WEST 692.35 FEET;

SOUTH 29°44'08" WEST 367.09 FEET;

AND SOUTH 18°42'24" WEST 345.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 1 OF SAID OAKBROOK 4TH ADDITION; THENCE FROM SAID CORNER AND LEAVING THE WESTERLY BOUNDARY, SOUTH 27°01'44" WEST 144.47 FEET; THENCE SOUTH 21°47'53" EAST 44.67 FEET TO A POINT ON THE ARC OF A CURVE WHOSE CENTER BEARS NORTH 21°47'53" WEST 305.00 FEET FROM LAST SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°19'45" A DISTANCE OF 17.72 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK 1 OF SAID OAKBROOK 4TH ADDITION, SAID CORNER BEING ALSO A POINT ON SAID WESTERLY BOUNDARY OF OAKBROOK 4TH ADDITION; THENCE FROM LAST SAID CORNER ALONG THE WESTERLY BOUNDARY THE FOLLOWING COURSES:

SOUTH 25°07'38" EAST 50.00 FEET;

SOUTH 35°23'51" EAST 110.00 FEET;

SOUTH 07°38'48" WEST 20.00 FEET;

SOUTH 57°24'22" WEST 85.00 FEET;

SOUTH 09°42'29" EAST 90.00 FEET;

SOUTH 19°30'13" EAST 75.00 FEET;

AND SOUTH 58°35'43" EAST 50.00 FEET TO THE MOST WESTERLY CORNER OF LOT 8, BLOCK 2 OF OAKBROOK 4TH ADDITION;

THENCE LEAVING THE WESTERLY BOUNDARY SOUTH 77°57'24" WEST 90.00 FEET;

THENCE SOUTH 25°15'44" WEST 335.62 FEET TO THE WESTERLY CORNER OF LOT 4, BLOCK 2 OF OAKBROOK 4TH ADDITION, BEING ALSO A POINT ON THE SAID WESTERLY BOUNDARY;

THENCE ALONG THE WESTERLY BOUNDARY THE FOLLOWING COURSES:

SOUTH 19°56'38" WEST 95.13 FEET;

THENCE SOUTH 19°55'37" WEST 93.90 FEET;

AND SOUTH 26°54'50" WEST 89.93 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT POINT "A" HEREINABOVE MENTIONED;

THENCE SOUTH 56°45'45" EAST 89.38 FEET ALONG THE COURSE HEREINABOVE MENTIONED AS HAVING A LENGTH OF 124.37 FEET AND A BEARING OF NORTH 56°45'45" WEST TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°10'28" EAST 48.82 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'18" A DISTANCE OF 68.21 FEET;

THENCE TANGENT TO SAID CURVE NORTH 19°45'10" EAST 16.67 FEET;

THENCE THE FOLLOWING COURSES:

NORTH 71°37'51" WEST 90.48 FEET;

NORTH 82°00'00" WEST 243.14 FEET;

NORTH 01°03'11" EAST 175.00 FEET;

NORTH 23°27'00" EAST 169.89 FEET;

NORTH 37°17'36" WEST 176.29 FEET;

NORTH 52°10'30" EAST 50.00 FEET;

SOUTH 37°17'36" EAST 142.11 FEET;

NORTH 50°15'28" EAST 18.81 FEET;

NORTH 59°24'38" EAST 276.55 FEET;

**SCHEDULE A CONTINUED**

(Continued)

NORTH 81°02'10" EAST 91.56 FEET;  
SOUTH 69°58'57" EAST 120.03 FEET;  
SOUTH 10°07'14" EAST 124.58 FEET;  
SOUTH 18°22'09" WEST 324.03 FEET;  
SOUTH 70°14'50" EAST 211.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT,  
HAVING A RADIUS OF 114.29 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°02'36" A DISTANCE OF 63.92  
FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 305.00  
FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°50'12" A DISTANCE OF 68.33  
FEET;  
THENCE ALONG A RADIAL LINE TO SAID CURVE SOUTH 25°07'38" EAST 50.00 FEET TO A POINT  
ON A CURVE TO THE RIGHT, BEING CONCENTRIC WITH THE LAST MENTIONED CURVE AND  
HAVING A RADIUS OF 355.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°50'12" A DISTANCE OF 79.54  
FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 164.29 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°02'36" A DISTANCE OF 91.88  
FEET;  
THENCE TANGENT TO SAID CURVE NORTH 70°14'50" WEST 222.53 FEET TO THE BEGINNING  
OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 31.42  
FEET;  
THENCE TANGENT TO SAID CURVE SOUTH 19°45'10" WEST 131.54 FEET TO THE BEGINNING  
OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'18" A DISTANCE OF 77.30  
FEET;  
THENCE TANGENT TO SAID CURVE SOUTH 30°10'28" WEST 61.10 FEET;  
THENCE NORTH 25°09'36" EAST 18.30 FEET;  
THENCE NORTH 56°45'45" WEST 34.99 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PARCEL A CONVEYED TO SAMUEL J. HUNTER AND SYBIL R.  
HUNTER, HUSBAND AND WIFE, BY DEED DATED MAY 29, 1968 AND RECORDED SEPTEMBER 11,  
1968 UNDER AUDITOR'S NO. 2257855, AND

EXCEPT THAT PORTION OF SAID PARCEL A, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF  
LAND CONVEYED TO UNITED HOMES CORPORATION, A DELAWARE CORPORATION, BY DEED  
DATED JULY 9, 1969 AND RECORDED JULY 15, 1969 UNDER AUDITOR'S NO. 2303735.

PARCEL B:  
LOT 1, BLOCK 6, TRACTS C AND F, OAKBROOK 4TH ADDITION, ACCORDING TO PLAT  
RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF  
PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE,  
IN PIERCE COUNTY, WASHINGTON

ALSO REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S  
NO. 200308065008, IN PIERCE COUNTY, WASHINGTON. (BEING A PORTION OF TRACT D OF  
SAID PLAT OF OAKBROOK 4TH ADDITION)

Commitment No. 6485389-C

**SCHEDULE A CONTINUED**  
(Continued)

**PARCEL C:**

LOT 1, BLOCK 5, OAKBROOK 4TH ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE, AND THAT PORTION OF LOT 2, BLOCK 5, OF SAID OAKBROOK 4TH ADDITION, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 5, OAKBROOK 4TH ADDITION;  
THENCE SOUTH 85°12'38" WEST 156.40 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING SOUTH 47°14'04" EAST 15.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2.

**PARCEL D:**

A PORTION OF LOT 1, BLOCK 12, OAKBROOK 4TH ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT;  
THENCE NORTH 28°13'08" WEST 87.14 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT;  
THENCE NORTH 59°45'52" EAST 46.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT;  
THENCE SOUTH 00°50'15" EAST 99.96 FEET TO THE POINT OF BEGINNING.

ALSO TRACT G, OAKBROOK 4TH ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE.

**PARCEL E:**

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 8, BLOCK 2, PLAT OF OAKBROOK 4TH ADDITION, ACCORDING TO THE PLAT RECORDED IN BOOK 35 OF PLATS, PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS, PAGES 52 TO 60, INCLUSIVE, RECORDS OF PIERCE COUNTY, WASHINGTON;  
THENCE SOUTH 77°57'24" WEST A DISTANCE OF 123.96 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 77°57'24" WEST 90.00 FEET;  
THENCE SOUTH 25°15'44" WEST 335.62 FEET TO THE MOST WESTERLY CORNER OF LOT 4, SAID BLOCK 2, OAKBROOK 4TH ADDITION;  
THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID OAKBROOK 4TH ADDITION TO THE MOST WESTERLY CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO W. ALAN STOLTENBERG VIA STATUTORY WARRANTY

Commitment No. 6485389-C

**SCHEDULE A CONTINUED**

(Continued)

DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2766063, DATED SEPTEMBER 20, 1977.

**PARCEL F**

A PARCEL OF LAND SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTER LINE OF ZIRCON DRIVE S.W. WITH THE EASTERLY BOUNDARY OF OAK RIDGE SECOND ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 45 OF PLATS, PAGE 35, AS RECORDED UNDER AUDITOR'S FEE NO. 2468427, RECORDS OF PIERCE COUNTY AUDITOR; THENCE ALONG THE EASTERLY BOUNDARY OF SAID OAK RIDGE SECOND ADDITION SOUTH 11°30'47" EAST TO THE SOUTHERLY LINE OF ZIRCON DRIVE S.W. AND THE EASTERLY CORNER OF LOT A, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTHERLY LINE OF LOT A SOUTH 62°20'25" WEST 227.63 FEET; THENCE NORTH 17°56'09" WEST, 46.91 FEET TO THE SOUTH LINE OF ZIRCON DRIVE S.W.; THENCE ALONG THE SOUTH LINE OF SAID ZIRCON DRIVE S.W. NORTH 72°03'51" EAST 105.93 FEET TO THE POINT OF CURVATURE OF A 770.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 86.32 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG THE SOUTH LINE OF ZIRCON DRIVE S.W. NORTH 78°29'13" EAST 32.49 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL G:**

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 32, BLOCK 6, OAKBROOK 4TH ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 35 OF PLATS AT PAGES 27 TO 35, INCLUSIVE, WHICH IS A RE-RECORD OF PLAT RECORDED IN BOOK 31 OF PLATS AT PAGES 52 TO 60, INCLUSIVE, IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 40 DEGREES 04' 24" EAST ALONG THE NORTHERLY LINE OF SAID LOT 19.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 40 DEGREES 04' 24" EAST 61.32 FEET; THENCE SOUTH 86 DEGREES 07' 56" EAST 31.44 FEET; THENCE SOUTH 57 DEGREES 41' 29" WEST 83.82 FEET TO THE TRUE POINT OF BEGINNING.

# CountyView Web Map



## Map Legend

**Highlighted Tax Parcels**

**Tax Parcels**

- Base Parcel
- Condominium
- Other

**County - 2008 - Ortho**

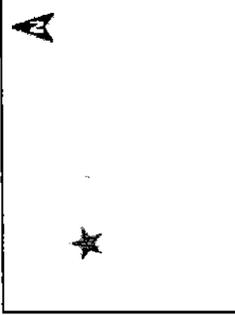
**Roads**

- Interstate
- Limited Access State Routes

**Other State Routes**

- Ramps
- Major Arterial
- Collector
- Local Access

**Pierce County Basemap**



Printed: 5/7/12 8:20 AM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



2401 South 35th Street  
Tacoma, Washington 98409-7460

**STAFF REPORT**

**DATE:** April 26, 2013

**TO:** Joint Determining Authority of Pierce County and City of Lakewood

**FROM:** Sean Gaffney, Manager, Long Range Planning

**BY:** Chad R. Williams, Associate Planner, Long Range Planning

**SUBJECT:** Current Use Assessment Case No. OS3-12 (JDA)

**APPLICANT:** RMG Golf Course Management, LLC

CLASSIFICATION REQUESTED: Open Space (Re-Rate)

LOCATION OF PROPERTY: 8102 Zircon Drive South West, Lakewood vicinity in the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 27 and in the NE ¼ of the SE ¼, the SE ¼ of the NW ¼ and the SE ¼ of the SE ¼ of Section 28, Township 20N, Range 2E, W.M.

**ABBREVIATED TAX PARCEL DESCRIPTIONS:**

0220272007; OAKBROOK GOLF COURSE COM AT NE COR OF NW OF SE OF SEC 28 TH S 89 DEG 58 MIN 12 SEC E 146.70 FT TH S 37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52 DEG 42 MIN 24 SEC E 50 FT TH S 37 DEG 17 MIN 36 SEC E 196.01 FT TH N 52 DEG 10 MIN 30 SEC E 346.82 FT TH N 50 DEG 07 MIN 39 SEC E 685 FT TH N 45 DEG 59 MIN 37 SEC E 289.57 FT TO POB TH N 52 DEG 26 MIN 14 SEC E 257.22 FT TH N 62 DEG 20 MIN 25 SEC E 273.55 FT TO NW COR OF TR F OF OAKBROOK 4TH ADD TH S 23 DEG 14 MIN 13 SEC E 308.38 FT TH S 41 DEG 49 MIN 48 SEC W 677.74 FT TH S 29 DEG 44 MIN 08 SEC W TO INTER S LI OF NW OF SD SEC 27 TH W ON S LI TO SW COR OF SD NW TH N ON W LI OF SD NW TO INTER A LI S 45 DEG 59 MIN 37 SEC W OF POB TH N 45 DEG 59 MIN 37 SEC E TO THE POB SEG F 6123 DC9/25/03JU CURRENT USE OPEN SPACE ORIGINALLY APPROVED IN 1973, WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

0220273007; OAKBROOK GOLF COURSE COM AT NW COR OF L6 B1 OF OAKBROOK 4TH ADD TH N 29 DEG 44 MIN 08 SEC E TO INTER W LI OF SW OF SEC 27 & POB TH N ON SD W LI TO NW COR OF SW TH E ON N LI OF SD SW TO INTER A LI N 29 DEG 44 MIN 08 SEC E TH S 29 DEG 44 MIN 08 SEC W TO POB SEG F 6123 DC9/25/03JU CURRENT USE OPEN SPACE ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX

0220281017; OAKBROOK GOLF COURSE THAT POR OF SE OF NE LY S OF FOLL  
DESC LI BEG AT SW COR OF SE OF NE TH S 89 DEG 58 MIN 12 SEC E 146.70 FT TH S  
37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52 DEG 42 MIN 24 SEC E 50 FT TH S 37 DEG 17  
MIN 36 SEC E 196.01 FT TH N 52 DEG 10 MIN 30 SEC E 346.82 FT TH N 50 DEG 07 MIN  
39 SEC E 685 FT TH N 45 DEG 59 MIN 37 SEC E 289.57 FT & TERMINUS OF SD LI F6123  
DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED IN  
1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

0220284013; OAKBROOK GOLF COURSE COM AT NE COR OF NW OF SE TH S 89 DEG  
58 MIN 12 SEC E 146.70 FT TH S 37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52 DEG 42 MIN  
24 SEC E 50 FT TH S 37 DEG 17 MIN 36 SEC E 196.01 FT TO POB TH S 37 DEG 17 MIN  
36 SEC E 142.11 FT TH N 50 DEG 15 MIN 28 SEC E 18.81 FT TH N 59 DEG 24 MIN 38 SEC  
E 276.55 FT TH N 81 DEG 02 MIN 10 SEC E 91.56 FT TH S 69 DEG 58 MIN 57 SEC E  
120.03 FT TH S 10 DEG 07 MIN 14 SEC E 124.58 FT TH S 18 DEG 22 MIN 09 SEC W  
324.03 FT TH S 70 DEG 14 MIN 50 SEC E 211.80 FT TH ON A C TO L WITH A RAD OF  
114.29 FT A DIST OF 63.92 FT TH ON A C TO L WITH A RAD OF 305 FT A DIST OF  
50.61 FT TH N 21 DEG 47 MIN 53 SEC W 44.67 FT TH N 27 DEG 01 MIN 44 SEC E 144.47  
FT TO MOST NLY COR OF L 1 B 1 OAKBROOK 4TH ADD TH N 18 DEG 42 MIN 24 SEC  
E 345 FT TH N 29 DEG 44 MIN 08 SEC E TO INTER E LI OF SE TH N ON SD E LI TO NE  
COR OF SD SE TR W ON SD N LI TO INTER A LI N 52 DEG 10 MIN 30 SEC E OF THE  
POB TH S 52 DEG 10 MIN 30 SEC W TO THE POB ASSESSED W SUBD LD VALUE  
EASE OF REC ETN 701500 PER SUPERIOR CT CAUSE #236774 SEG F-6123 DC0226RJ6-  
24-88 DC08-19-94SG DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34  
ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

0220284020; OAKBROOK GOLF COURSE BEG AT MOST WLY COR L 1 B 2  
OAKBROOK 4TH ADD TH S 45 DEG 34 MIN 38 SEC E 407.30 FT TH S 62 DEG 19 MIN 51  
SEC W 237.35 FT TH S 89 DEG 19 MIN 21 SEC W 112.13 FT TH N 87 DEG 51 MIN 19 SEC  
W 260.01 FT TH S 86 DEG 08 MIN 07 SEC W 318.61 FT TH S 59 DEG 12 MIN 11 SEC W  
314.86 FT TH N 83 DEG 59 MIN 01 SEC W 90 FT TH S 51 DEG 18 MIN 39 SEC W 184.12  
FT TH S 59 DEG 22 MIN 58 SEC W 55 FT TH N 85 DEG 52 MIN 42 SEC W 73.74 FT TH N  
56 DEG 42 MIN 02 SEC W 78.98 FT TH N 43 DEG 28 MIN 24 SEC W 234.24 FT TH N 50  
DEG 46 MIN 56 SEC E 724.41 FT TH N 81 DEG 34 MIN 31 SEC E 530.09 FT TH N 65 DEG  
28 MIN 54 SEC E 693.57 FT TH N 27 DEG 55 MIN 46 SEC E 255.07 FT TH N 02 DEG 07  
MIN 30 SEC E 67.91 FT TH N 25 DEG 09 MIN 36 SEC W 94.79 FT TH N 30 DEG 10 MIN 28  
SEC E 61.10 FT TH ON A C TO L WITH A RAD OF 425 FT A DIST OF 77.30 FT TH N 19  
DEG 45 MIN 10 SEC E 131.54 FT TH ON A C TO R WITH A RAD OF 20 FT A DIST OF  
31.42 FT TH S 70 DEG 14 MIN 50 SEC E 222.53 FT TH ON A C TO L WITH A RAD OF  
164.29 FT A DIST OF 91.88 FT TH ON A C TO L WITH A RAD OF 355 FT A DIST OF  
79.54 FT TH S 35 DEG 23 MIN 51 SEC E 110 FT TH S 07 DEG 38 MIN 48 SEC W 20 FT TH  
S 57 DEG 24 MIN 22 SEC W 85 FT TH S 09 DEG 42 MIN 29 SEC E 90 FT TH S 19 DEG 30  
MIN 13 SEC E 75 FT TH S 58 DEG 35 MIN 43 SEC E 50 FT TO MOST WLY COR OF L 8 B  
2 OAKBROOK 4TH ADD TH LEAVING WLY BDY S 77 DEG 57 MIN 24 SEC W 90 FT  
TH S 25 DEG 15 MIN 44 SEC W 335.62 FT TO WLY COR L 4 B 2 OAKBROOK 4TH ADD

TH S 19 DEG 56 MIN 38 SEC W 95.13 FT TH S 19 DEG 55 MIN 37 SEC W 93.90 FT TH S 26 DEG 54 MIN 50 SEC W 89.93 FT TO BEG SEG F-6378 DC08-19-94SG DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

6430400480; OAKBROOK 4TH ADD OAKBROOK GOLF COURSE L 1 B 5 DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

6430400491; OAKBROOK 4TH ADD OAKBROOK GOLF COURSE THAT POR OF L2 B5 LY SLY OF FOLL DESC LI BEG AT SE COR OF L 2 B 5 TH S 85 DEG 12 MIN 38 SEC W 156.40 FT TO PT ON W LI OF SD L 2 SD PT BEING S 47 DEG 14 MIN 04 SEC E 15 FT FROM NW COR SD L 2 & TERM OF SD LI SEG F 3407 DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

6430401181; OAKBROOK 4TH ADD OAKBROOK 4TH ADD OAKBROOK GOLF COURSE THAT PART OF L 32 B 6 DESC AS FOLL COM AT MOST WLY COR OF L 32 TH ALG N LI OF SD L 32 N 40 DEG 04 MIN 24 SEC E 19.84 FT TO POB TH CONT N 40 DEG 04 MIN 24 SEC E 61.32 FT TH S 86 DEG 07 MIN 56 SEC E 31.44 FT TH S 57 DEG 41 MIN 29 SEC W 83.82 FT TO POB SEG G 4050 CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED 1973 BUT WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

6430403841; OAKBROOK 4TH ADD OAKBROOK GOLF & COUNTRY CLUB PARCEL B DBLR 2003-08-06-5008 DESC AS FOLL TR D EXC FOLL BEG AT MOST NLY COR OF L 1 B 12 TH S 59 DEG 45 MIN 52 SEC W 74 FT ALG NWLY LI OF SD LOT TH N 00 DEG 50 MIN 15 SEC W 36.73 FT TH N 13 DEG 44 MIN 39 SEC E 80.60 FT TH S 30 DEG 14 MIN 08 SEC E 90 FT ALG SWLY LI OF TURQUOISE DR SW TO BEG TOG/W THAT POR OF L 1 B 12 DESC AS FOLL BEG AT MOST SLY COR OF SD LOT TH N 28 DEG 13 MIN 08 SEC W 87.14 FT ALG SWLY LI OF SD LOT TH N 59 DEG 45 MIN 52 SEC E 46 FT ALG NWLY LI OF SD LOT TH S 00 DEG 50 MIN 15 SEC E 99.96 FT TO BEG EXC POR CYD BY SUP CT CS # 91-2-00743-3 & DESC AS FOLL BEG AT MOST ELY COR L 14 B 12 TH S 25 DEG 25 MIN 50 SEC W ALG ELY LI SD L 14 85.23 FT TH S 54 DEG 56 MIN 43 SEC W 65 FT TO MOST SLY COR SD L 14 TH N 62 DEG 11 MIN 23 SEC E 112.5 FT TH N 01 DEG 53 MIN 52 SEC E 58.94 FT TO SLY LI TURQUOISE DR TH N 75 DEG 35 MIN 14 SEC W 12 FT TO POB ALSO EXC FOLL DESC PROP BEG AT MOST SLY COR L 24 B 11 TH N 46 DEG 21 MIN 26 SEC W ALG SWLY LI SD L 24 32.39 FT TO SELY COR L 23 B 11 TH S 24 DEG 54 MIN 50 SEC W ALG SLY LI SD L 23 57 FT TH S 54 DEG 23 MIN 17 SEC W 60 FT TO SWLY COR SD L 23 TH N 74 DEG 54 MIN 29 SEC E 77.10 FT TO POB SEG F 6715 DC/BL 06-17-03BL DC/9/25/03BL CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED 1973, EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

GROSS ACREAGE OF PROPERTY OWNERSHIP: 128.65 acres

PORTION OF PROPERTY REQUESTED FOR CURRENT USE ASSESSMENT: 128.65  
acres

ASSESSOR-TREASURER'S USE CODE ON THE PROPERTY: 9400-CU OPEN SPACE  
RCW 84.34 CURRENT USE

DATE OF SITE VISIT: May 31, 2013

PHYSICAL CHARACTERISTICS OF PROPERTY: Oakbrook is a mature, fully developed golf course located in the northerly portion of the City of Lakewood above the Chambers Creek gorge. The course is lined with single family residences, condominiums and contains a mix of mature conifers and oak trees throughout the property. Oakbrook is a well maintained golf course that is open to the public and offers challenges for golfers of all skill levels.

GENERAL CHARACTERISTICS OF SURROUNDING AREA: Residential

APPLICATION OF THE COUNCIL ADOPTED PUBLIC BENEFIT RATING SYSTEM (PBRS) TO THIS PROPERTY PIERCE COUNTY CODE 2.114.060 (Adopted by Ordinance 2009-45s).

Eligibility for the PBRS program is described in the Pierce County Code as follows:

***2.114.060D. Public Benefit Rating System Program Eligibility.***

- 1. Each property described in an application for open space land classification shall be evaluated for the presence of open space priority resources and bonus categories listed in Appendix A, Table 2.114-1 (See attached).***
- 2. A minimum of three priority resource points is necessary to qualify under the program. This would be one high priority resource for five points or one medium resource for three points or three low priority resource types for three points.***
- 3. A maximum of 25 points are allowed.***
- 4. Bonus categories and points are offered for proposals which grant public access, have lands which are located within an urban designation, dedicate a conservation or historic easement, or provide linkage of open space parcels. Additional eligibility criteria for bonus categories is set forth in subsection K.***
- 5. If a priority resource category definition or eligibility criteria includes a component set forth in a bonus category, then points from that bonus category are automatically factored into the proposal, i.e., trails would automatically qualify for five public access points.***

6. *Qualification for a priority resource category is determined based on the definitions and eligibility criteria and is not limited by referenced data sources and examples.*

A review of the submitted application identifies two high priority resource categories: agricultural land and wetlands as well as one medium priority resource: aquifer recharge areas. The site also qualifies for one low priority resource: private parks and private golf courses with developed facilities. The property qualifies for two bonus categories: being located within the municipal boundaries of Lakewood and for providing public access. A maximum of 15 priority resource points are allowed for any one application. A review of the resources present according to the eligibility criteria follow here.

*2.114.060I. Description of Resource Categories: Eligibility Criteria, Data Sources, and Examples.*

*1. High Priority Resources*

*a. Agricultural Lands.*

*(1) Eligibility Criteria. Agricultural Lands are those lands meeting any of the following criteria:*

- (a) Lands which are on prime or unique soils as identified in the data sources; or*
- (b) Lands which are primarily devoted to the production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, or livestock, and which have significance for agricultural production.*
- (c) Lands that have traditionally been in or are still capable of production of the above as demonstrated by sales receipts, income tax statements, or other materials which the Department accepts as proof that farming once occurred on the property and the property could be returned to highly productive commercial agriculture; conservation plans, and farm plan which includes a water protection plan that shall be reviewed and approved by the conservation district prior to granting.*

*(2) Data Sources.*

- (a) United States Department of Agriculture (USDA), Soil Conservation Service. February, 1979, Soil Survey of Pierce County Area, Washington.*
- (b) USDA, Soil Conservation Service, June, 1981, Important Farmlands of Pierce County, Washington.*
- (c) Lands that have been traditionally in or are still capable of production of the above as demonstrated by: sales receipts, income tax statements or other materials which the Department*

*accepts as proof that farming once occurred on the property and the property could be returned to highly productive commercial agriculture; conservation plans; and farm plans, which include a water protection plan, that shall be reviewed and approved by the conservation district prior to granting.*

- (3) *Examples. Lands utilized for crop production in the Puyallup River valley.*

The entire Oakbrook property contains prime agriculture soils: Spanaway gravelly sandy loam. Therefore, the site qualifies for high priority resource points for agricultural land.

**g. Wetlands, Estuaries, and Tidal Marshes.**

(1) *Eligibility Criteria.*

- (a) *Wetlands;*  
(b) *Buffer areas for wetlands as required by Pierce County Critical Area regulations (Title 18E PCC);*  
(c) *Unimproved areas contiguous with required wetland buffer areas extending up to 200 feet landward from the edge of the wetland; and*  
(d) *Areas that qualify for buffer averaging under Pierce County Wetland Management Regulations (Title 18E PCC).*

(2) *Data Sources.*

- (a) *Pierce County Wetland Inventory Maps;*  
(b) *National Wetland Inventory Maps; and*  
(c) *Priority Habitats and Species Program and Priority Habitat Species Maps, Washington Department of Fish and Wildlife.*

- (3) *Examples. Swamps, marshes, bogs, estuaries, tidal marshes.*

The Pierce County Wetland Inventory (CWI) identifies a verified, uncategorized wetland on parcel 6430403841 of this application. The National Wetland Inventory (NWI) identifies the same wetland as a freshwater pond wetland. Therefore, it qualifies for five high priority resource points for wetlands, estuaries, and tidal marshes.

**2. Medium Priority Resources.**

**a. Aquifer Recharge Areas.**

(1) *Eligibility Criteria. Areas which contain both of the following:*

- (a) *Areas within the Clover/Chambers Creek Aquifer basin boundary and areas within the boundaries of the two highest D.R.A.S.T.I.C. zones (rated 180 and above) in the Map of Groundwater Pollution Potential; and*  
(b) *Other high or medium priority resources as defined by this Section.*

(2) *Data Sources.*

- (a) *Chambers Creek Basin Ground Water Management Program and D.R.A.S.T.I.C. index as identified by the National Water Well Association in the Map of Groundwater Pollution Potential; and*
- (b) *Pierce County Critical Areas Atlas, Aquifer Recharge Area-D.R.A.S.T.I.C. Zones and Clover/Chambers Creek Basin Maps.*
- (3) *Examples. Oak woodland area overlying the aquifer in Parkland/ Spanaway area.*

The site is within the Clover/Chambers Creek aquifer Recharge Area and is within one of the two highest D.R.A.S.T.I.C. zones; 180-199. Therefore, the site qualifies for three medium priority resource points for Aquifer Recharge Areas.

3. *Low Priority Resources.*

- d. *Private Parks and Private Golf Courses with Developed Facilities.*
  - (1) *Eligibility Criteria. Public access to the park from a public road is required, except a homeowner-owned and maintained developed subdivision park amenity shall be considered a park allowing access.*
  - (2) *Data Sources. Hearing Examiner preliminary and final approvals as found in the hearing case file on file with the Department.*
  - (3) *Examples. Tot lots, private neighborhood parks, trails, nature areas, and multi-use fields for soccer or youth league baseball. Areas may include a children's playground; picnic tables and related accessories; tennis courts; an outdoor basketball court; and other associated facilities or similar features required by the Hearing Examiner.*

**Chapter 2.114.030.U** defines “Private Parks and Private Golf Courses with Developed Facilities” as “... a private park or golf course designed for organized activities and sports, although individual and family activities are also encouraged.”

RMG Club at Oakbrook Golf Course is a privately-owned public golfing facility where organized activities are offered as are recreational activities for families and individuals alike. Therefore, the site qualifies for one low priority point for private parks and private golf courses with developed facilities.

**2.114.060K. Bonus Category Criteria.** *The following bonus categories are not mandatory and are at the option of the applicant unless specifically defined and listed in the eligibility criteria for a priority resource category:*

- 1. *Public Access. Bonus category points will be awarded for all open space applications that include mandatory public access authorized by 2.114.060 J.*

Chapter 2.114.060.J 4, states "Public access is mandatory for those resource categories which either contain public access requirements in the definition or eligibility criteria. These resource categories will automatically be granted bonus category points for public access."

Public access is a required element of the Private Parks and Private Golf Courses with Developed Facilities resource category. Therefore, the site qualifies for five bonus points for providing Public Access.

3. ***Designated Urban Lands.***
  - b. ***Properties located within the municipal boundaries of an incorporated city or town.***

These parcels lie within the municipal boundaries of the City of Lakewood. Therefore, the site is eligible for five bonus points for Designated Urban Lands.

ATTRIBUTES SUPPORTING CURRENT USE ASSESSMENT/BASIS FOR  
RECOMMENDATION:

1. The site is eligible for five high priority resource points for containing agricultural land.
2. The site is eligible for five high priority resource points for containing wetlands.
3. The site is eligible for three medium priority resource points for containing the Clover/Chambers Creek aquifer recharge area.
4. The site is eligible for one low priority resource point for private parks and golf courses with developed facilities.
5. The site is eligible for five bonus points for providing public access.
6. The site is eligible for five bonus points for being located within the municipal boundaries of the City of Lakewood.

STAFF RECOMMENDATION: Staff recommends the approval of 14 points for priority resources and 10 bonus points for a total of 24 points on 128.63 acres. Parcel # 6430403870, a .02 acre traffic roundabout, with a taxable value of \$200.00, was included in this application. This parcel was apparently granted Current Use classification under the pre-PBRS (Public Benefit Rating System) Open Space code. This parcel does not abut nor is it contiguous or part of the golf course operations, therefore cannot be considered for open space classification on this application. It would require a separate application.



**Pierce County**

**Office of the Assessor-Treasurer**

2401 South 35<sup>th</sup> Street, Room 142  
Tacoma, Washington 98409-7498  
(253) 798-6111 • FAX (253) 798-3142  
ATLAS (253) 798-3333  
www.piercecountywa.org/atr

**SOURCE DOCUMENT**  
**MIKE LONERGAN**  
Assessor-Treasurer

This is an estimate for land values only. Values and tax rates, which effect taxes, may change by the time this classification is approved.

**OPEN SPACE: CASE # OS3-12**

**NAME: RMG GOLF COURSE MANAGEMENT LLC**

**PARCEL #(s): 0220272007, 3007 0220281017, 4013, 4017, 4020  
6430400480, 0491, 1181, 3841 24 POINTS**

**RE-RATE OPEN SPACE CLASSIFICATION UNDER PUBLIC BENEFIT RATING SYSTEM**

<i>SHOWS THE CURRENT REDUCTION</i>		<i>SHOWS THE CHANGE TO THE CURRENT REDUCTION</i>	
TAX BASED ON MARKET LAND VALUE	<b>\$41,058.00</b>	TAX BASED ON <b>OLD</b> OPEN SPACE LAND VALUE	<b>\$1,968.00</b>
TAX BASED ON OLD OPEN SPACE LAND VALUE	<b>- \$ 1,968.00</b>	TAX BASED ON <b>NEW</b> PBR LAND VALUE	<b>- \$8,212.00</b>
<b>INCREASE/DECREASE</b>	<b>= \$39,090.00</b>	<b>INCREASE / DECREASE</b>	<b>= \$6,244.00</b>

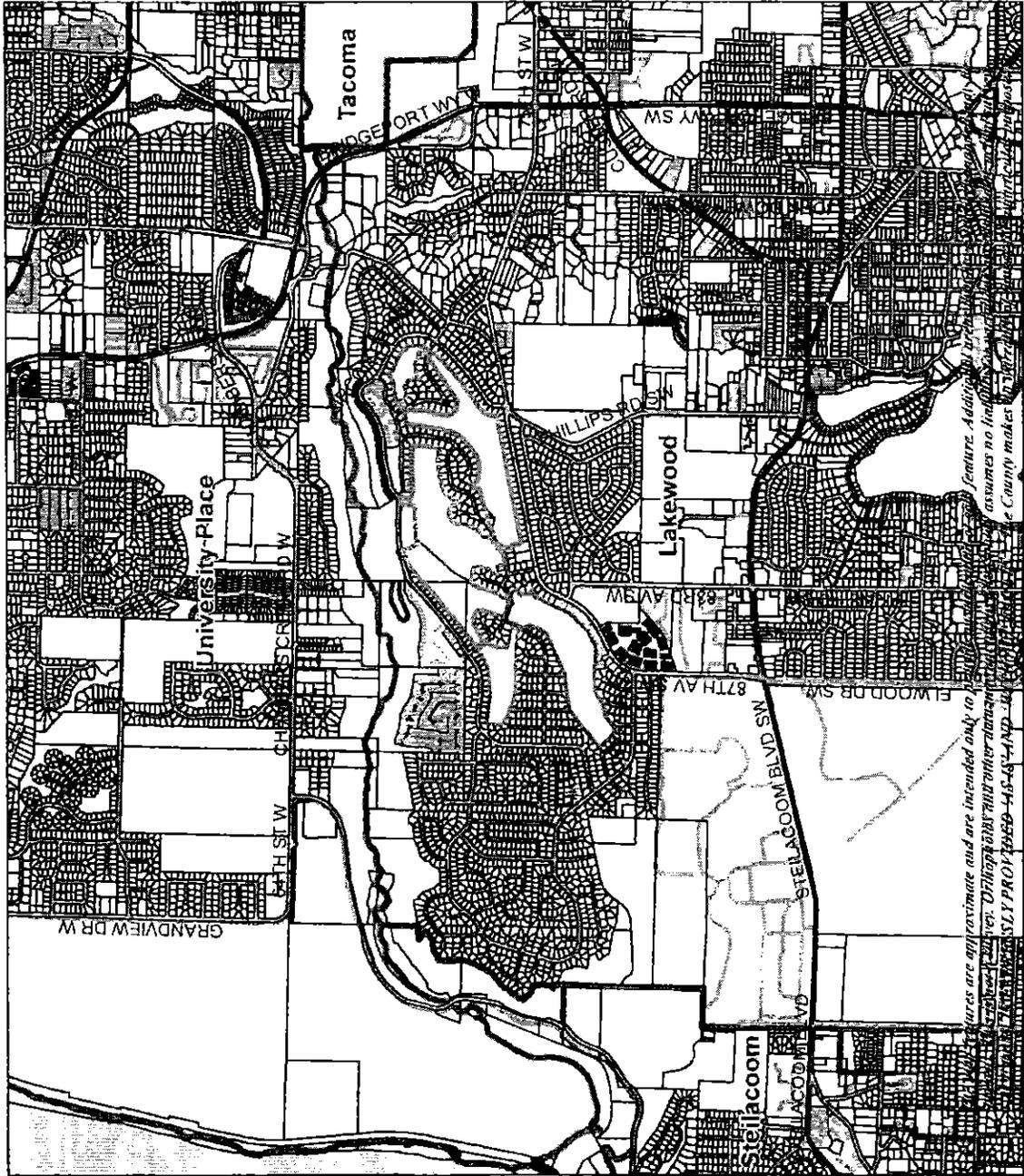
**2012  
APPLICATION  
YEAR**

**2013  
IF APPROVED THIS YEAR  
VALUE CHANGED**

**2014  
PROPERTY TAX  
YEAR**

Prepared by Sue Testo – Assessor/Treasurer – June, 2013

# OS3-12 RMG Golf Course Management, LLC (JDA)



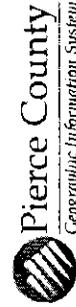
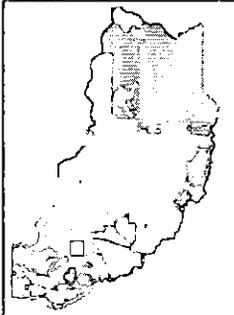
## Map Legend

 Subject Parcels

Map Document

H:\www.sicwell\mbs\GIS\OS3-12\OS3-12\_v1emaps.mxd

Scale 1:30,000



### Planning And Land Services

March 20, 2013

*Boundaries are approximate and are intended only to show general location. They are not to be used for legal purposes. Although the County makes every effort to ensure the accuracy of the information, it assumes no liability for errors or omissions. The County makes no warranty for the use of this information.*

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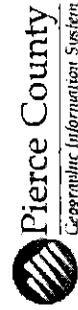
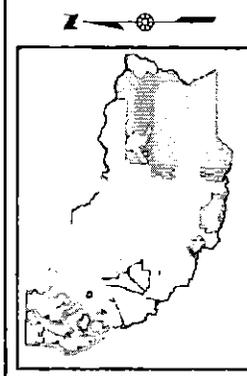
# OS3-12 RMG Golf Course Management, LLC (JDA)

## Map Legend

- Subject Parcel
- Base Parcel
- Condominium
- Other
- Soils
- Wetlands
- Yes or Not Verified
- No
- National Wetlands Inventory
- Stream
- Piped Stream Sections
- Aquifer - Clover/Chambars Creek Aquifer
- Priority Habitat/Species
- Possible F+W Habitat Areas

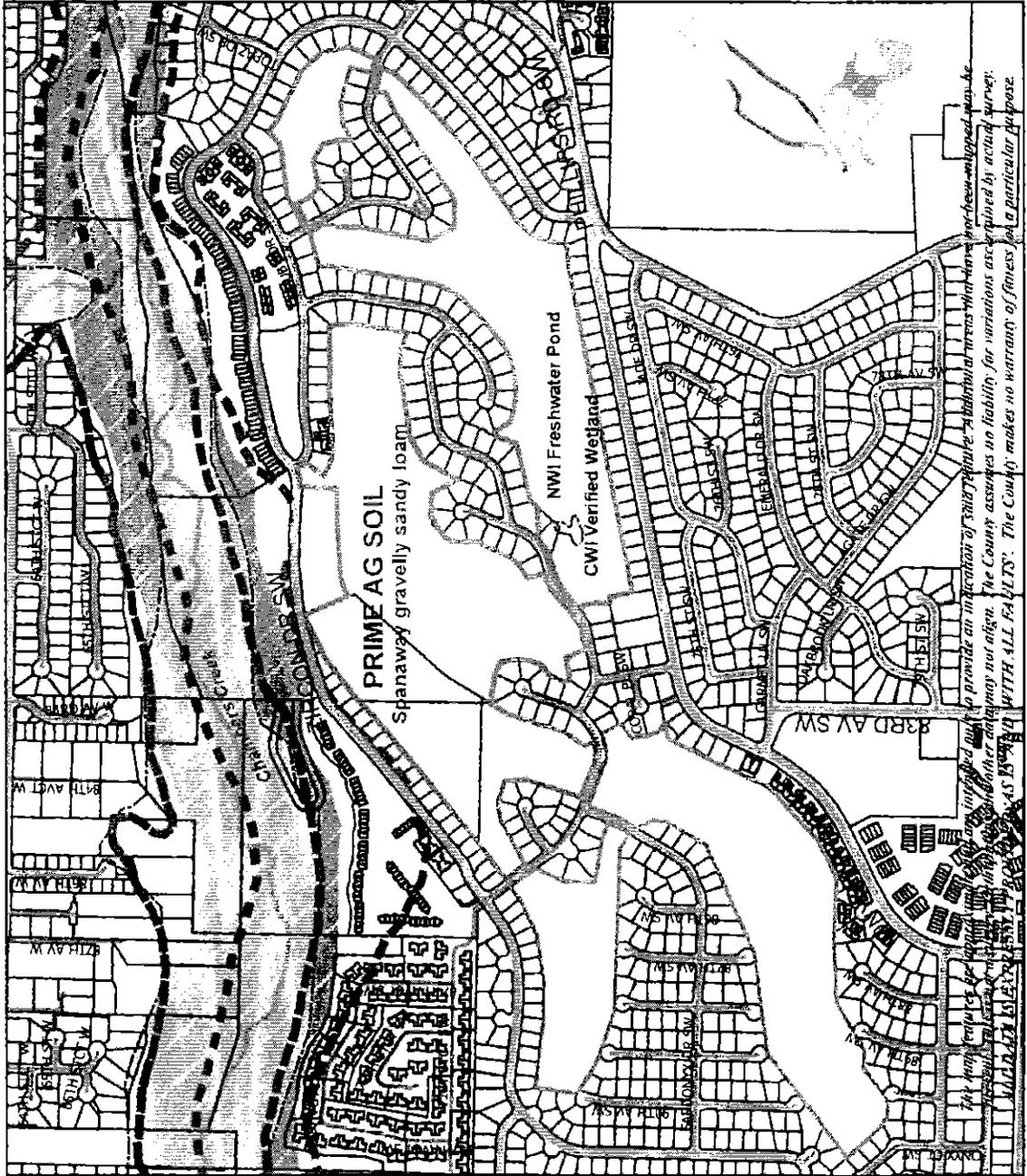
Map Document:  
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Scale 1:10,886



**Pierce County**  
Geographic Information System

March 20, 2013



The County provides an indication of data quality. A disclaimer is provided for variations as compiled by actual survey. Pierce County makes no warranty of fitness for a particular purpose.

# OS3-12 RMG Golf Course Management, LLC (JDA)



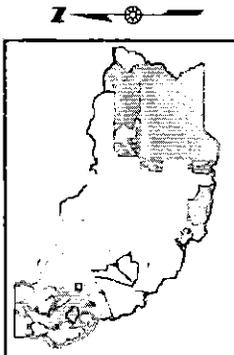
## Map Legend

 Subject Parcels

Orthophoto Date: Summer 2011

Map Document  
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Scale 1:12,500



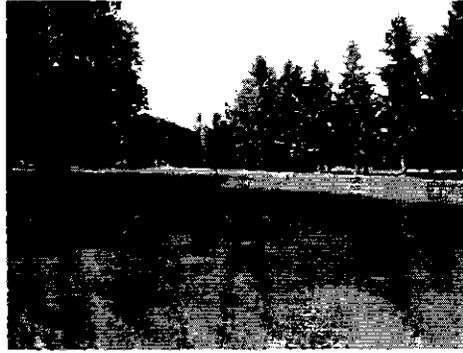
 **Pierce County**  
Geographic Information System  
**Planning And Land Services**

March 20, 2013

OS3-12



05/31/2013



05/31/2013



05/31/2013



05/31/2013



05/31/2013



05/31/2013



05/31/2013



05/31/2013



05/31/2013

Parcel # 6430403870  
103

22. Fiscal Note. The "totals" cells in this table are automatically calculated for you. Use whole numbers, no decimals, for dollar amounts. Use the **Comments** sections for any explanations.

This Proposal has No or De-minimus Fiscal Impact.

**Comments:** The following is an estimate based on current information by the Assessor-Treasurer's office and involves a property tax shift to other property taxpayers in the taxing district in which the property is located:

**OS 3-12 RMG Golf** Under the old Open Space, the tax is reduced \$39,090.00

This transfer to Open Space PBRs will reduce the savings to approx \$32,846.00

EXPENDITURES	Current Year	Full Year 1	Full Year 2	Full Years (3-5) Combined	TOTALS
Program 1					
Operating Costs					\$0
Capital Costs					\$0
<b>Total Program 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Number of FTE positions (annual basis)					
Program 2					
Operating Costs					\$0
Capital Costs					\$0
<b>Total Program 2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Number of FTE positions (annual basis)					
Program 3					
Operating Costs					\$0
Capital Costs					\$0
<b>Total Program 3</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Number of FTE positions (annual basis)					
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Comments:</b>					

REVENUE SOURCES	Current Year	Full Year 1	Full Year 2	Full Years (3-5) Combined	TOTALS
1.					\$0
2.					\$0
3.					\$0
4.					\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Comments:</b>					

Fiscal Note Prepared by: **Sue Testo, Assessor-Treasurer's Office** Date Prepared: **06/13/13**



**Pierce County**

Office of the County Council

930 Tacoma Avenue South, Room 1046  
Tacoma, Washington 98402-2176  
(253) 798-7777  
FAX (253) 798-7509  
TDD (253) 798-4018  
1-800-992-2456  
www.co.pierce.wa.us/council

**RECEIVED**  
**OCT 25 2013**  
**CITY OF LAKEWOOD**

October 22, 2013

Ms. Alice M. Bush, MMC  
City Clerk/Legal & City Clerk  
City of Lakewood  
6000 Main Street SW  
Lakewood, WA 98499

Dear Ms. Bush,

Attached please find a copy of adopted Pierce County Ordinance No. 2013-46 relating to an application for classification of land located in your jurisdiction. This letter serves as the official transmittal.

Pierce County has, through adoption of the attached ordinance, fulfilled its half of the statutory process for approving current use applications within an incorporated area.

RCW 84.34.037 provides that

[A]pplications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications. (emphasis added)

To finalize the application process, the City's legislative authority must affirm the Pierce County Council's action and forward documents memorializing this affirmation to my attention. Pierce County will then complete administrative processing of the, now approved, application. We will need to receive your affirmation documents as soon as possible. Because contracts need to be signed by applicants, city affirmations received after the last business day of October of this year may jeopardize our ability to apply the tax credit to next year's property taxes.



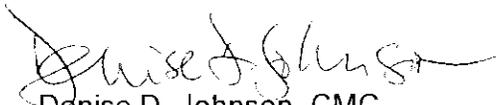
By way of background, the County's process includes the following steps:

1. After the application is received by the County, Planning and Land Services and Assessor-Treasurer staff will provide a review of the application pursuant to Chapter 2.114 of the Pierce County Code and Chapter 84.34 RCW, and make a recommendation in the form of a staff report, which is sent to the city or town and the applicant.
2. Staff incorporates their recommendation and staff report into a proposed Council Ordinance and submits the proposal to the County Council.
3. The County Council holds a public hearing and acts on the Ordinance. The applicant and city/town are notified of the public hearing date.
4. If passed, the adopted Ordinance is forwarded to the city or town for its review and concurrence (affirmation). A cover letter explaining the process will be included and the applicant will be copied on this transmittal.
5. The city or town affirms the application by a legislative action of its own.
6. The municipality forwards official documentation of its legislative action to the Chief Clerk of the County Council.
7. After confirmation that the application affirmed by the city or town has not been modified, the Council forwards the approvals to the Planning and Land Services Department. Please note that if the city or town finds that a modification is desired or necessary, they should notify the Chief Clerk of the Council (see County contacts below) and then the County will develop a new Ordinance and begin again at #3.
8. The Department sends a contract to the applicant for signature, obtains the Executive's signature, and records the document with the County Auditor.

The County contacts for this process include:

- Denise Johnson, Chief Clerk, County Council Office, 253.798.6065,  
djohnso@co.pierce.wa.us
- Chad Williams, Planning and Land Services Department, 253.798.3683,  
cwillia@co.pierce.wa.us
- Sue Testo, Assessor-Treasurer Office, 253.798.7137, stesto@co.pierce.wa.us
- Jeff Cox, Deputy Legal Counsel, County Council Office, 253.798.7579,  
jcox@co.pierce.wa.us

Regards,



Denise D. Johnson, CMC  
Chief Clerk, Pierce County Council

Attachment

c: RMG Golf Course Management LLC, Ordinance No. 2013-46 Applicant

1 Sponsored by: Councilmember Douglas G. Richardson  
2 Requested by: Pierce County Council  
3  
4  
5

## 6 **ORDINANCE NO. 2013-46**

7  
8

9 **An Ordinance of the Pierce County Council Affirming an Application for**  
10 **Open Space Classification Under Current Use Assessment**  
11 **on Certain Properties Located Within the Incorporated**  
12 **Boundaries of the City of Lakewood in Pierce County;**  
13 **Directing the Clerk to Forward This Ordinance to the City of**  
14 **Lakewood for its Affirmation of This Application Consistent**  
15 **with Revised Code of Washington 84.34.037; and Adopting**  
16 **Findings of Fact. (Application No. OS3-12)**  
17

18  
19 **Whereas**, a certain property owner has filed an application with Pierce County  
20 for Open Space Classification in accordance with Chapter 84.34 Revised Code of  
21 Washington (RCW), as amended; and  
22

23 **Whereas**, RCW 87.34.037 provides that, "...applications for classification of land  
24 in an incorporated area shall be acted upon by: (a) A granting authority composed of  
25 three members of the county legislative body and three members of the city legislative  
26 body in which the land is located in a meeting where members may be physically  
27 absent but participating through telephonic connection; or (b) separate affirmative acts  
28 by both the county and city legislative bodies where both bodies affirm the entirety of an  
29 application without modification or both bodies affirm an application with identical  
30 modifications."; and  
31

32 **Whereas**, the property in Open Space Application OS3-12 is located inside the  
33 boundaries of the City of Lakewood; and  
34

35 **Whereas**, the provisions of Chapter 2.114 of the Pierce County Code (PCC) set  
36 forth applicable procedures for the review and hearing of Current Use Assessment  
37 Applications; and  
38

39 **Whereas**, within ten days of receipt of the application, the Pierce County  
40 Department of Planning and Land Services provided a copy of the application to the  
41 City of Lakewood, as required by Section 2.114.090 A.2. PCC; and  
42

43 **Whereas**, the requirements of Chapter 2.114 PCC have been met with respect to  
44 the subject application; and  
45

1       **Whereas**, the Pierce County Department of Planning and Land Services and the  
2 Assessor-Treasurer, in cooperation with the City of Lakewood, have reviewed the  
3 application and provided a Staff Report concerning the application; and  
4

5       **Whereas**, the Staff Report includes a recommendation of approval of 24 points  
6 for Parcel Nos. 0220272007, 0220273007, 0220281017, 0220284013, 0220284020,  
7 6430400480, 6430400491, 6430401181, and 6430403841 for Application No. OS3-12,  
8 RMG Golf Course Management, LLC, for classification of 128.65 acres as Open Space  
9 under Current Use Assessment, based on the Open Space Public Benefit Rating  
10 System, consistent with Findings of Fact in attached Exhibit A; and  
11

12       **Whereas**, the Pierce County Council has followed all applicable procedures and  
13 finds that the Application set forth herein for Open Space classification, as more fully  
14 described in the attached Exhibit, has been properly reviewed and considered; **Now**  
15 **Therefore**,

16       **BE IT ORDAINED by the Council of Pierce County:**  
17

18  
19       Section 1. Application No. OS3-12 for Case No. OS3-12, RMG Golf Course  
20 Management, LLC, is approved for 24 points based on the Open Space Public Benefit  
21 Rating System in Chapter 2.114 PCC for Open Space classification of 128.65 acres, as  
22 more fully described in Exhibit A, which is attached hereto and incorporated herein by  
23 reference.  
24

25       Section 2. The Clerk of the Council is hereby directed to forward this Ordinance  
26 to the City of Lakewood for its affirmation of the application contained herein, and  
27 subsequent filing of official documentation of its legislative action of affirmation with the  
28 Clerk of the Council.  
29

30       Section 3. The applicant shall take all steps specified by the Planning and Land  
31 Services Department to ensure that the legal descriptions set forth in the application are  
32 a true and correct descriptions of the properties to be placed under the Current Use  
33 Assessment.  
34

35       Section 4. The applicant shall execute the required agreement regarding the  
36 particular Current Use Assessment authorization as provided by Chapter 2.114 PCC.  
37

38       Section 5. Findings of Fact are hereby adopted as set forth in Exhibit A, which is  
39 attached hereto and incorporated herein by reference.  
40  
41



1 Section 6. If any of the provisions of this Ordinance are held illegal, invalid, or  
2 unenforceable, the remaining provisions shall remain in full force and effect.

3  
4 PASSED this 24<sup>th</sup> day of September, 2013.

5  
6 ATTEST:

PIERCE COUNTY COUNCIL  
Pierce County, Washington

7  
8  
9  
10 Denise D. Johnson

11 **Denise D. Johnson**  
12 Clerk of the Council

Joyce McDonald

13 **Joyce McDonald**  
14 Council Chair

15  
16 Pat McCarthy

17 **Pat McCarthy**  
18 Pierce County Executive

19 Approved  Vetoed , this  
20 2 day of October,  
21 2013.

22 Date of Publication of  
23 Notice of Public Hearing: September 4, 2013

24  
25 Effective Date of Ordinance: October 12, 2013



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OS3-12, RMG Golf Course Management, LLC, Parcel Nos. 0220272007, 0220273007, 0220281017, 0220284013, 0220284020, 6430400480, 6430400491, 6430401181 and 6430403841, 8102 Zircon Drive South, City of Lakewood:

LEGAL DESCRIPTION OF THE PROPERTY  
UNDER CURRENT USE ASSESSMENT

RTSQQ: 02202723

0220272007; OAKBROOK GOLF COURSE COM AT NE COR OF NW OF SE OF SEC 28 TH S 89 DEG 58 MIN 12 SEC E 146.70 FT TH S 37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52 DEG 42 MIN 24 SEC E 50 FT TH S 37 DEG 17 MIN 36 SEC E 196.01 FT TH N 52 DEG 10 MIN 30 SEC E 346.82 FT TH N 50 DEG 07 MIN 39 SEC E 685 FT TH N 45 DEG 59 MIN 37 SEC E 289.57 FT TO POB TH N 52 DEG 26 MIN 14 SEC E 257.22 FT TH N 62 DEG 20 MIN 25 SEC E 273.55 FT TO NW COR OF TR F OF OAKBROOK 4TH ADD TH S 23 DEG 14 MIN 13 SEC E 308.38 FT TH S 41 DEG 49 MIN 48 SEC W 677.74 FT TH S 29 DEG 44 MIN 08 SEC W TO INTER S LI OF NW OF SD SEC 27 TH W ON S LI TO SW COR OF SD NW TH N ON W LI OF SD NW TO INTER A LI S 45 DEG 59 MIN 37 SEC W OF POB TH N 45 DEG 59 MIN 37 SEC E TO THE POB SEG F 6123 DC9/25/03JU CURRENT USE OPEN SPACE ORIGINALLY APPROVED IN 1973, WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

RTSQQ: 02202732

0220273007; OAKBROOK GOLF COURSE COM AT NW COR OF L6 B1 OF OAKBROOK 4TH ADD TH N 29 DEG 44 MIN 08 SEC E TO INTER W LI OF SW OF SEC 27 & POB TH N ON SD W LI TO NW COR OF SW TH E ON N LI OF SD SW TO INTER A LI N 29 DEG 44 MIN 08 SEC E TH S 29 DEG 44 MIN 08 SEC W TO POB SEG F 6123 DC9/25/03JU CURRENT USE OPEN SPACE ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX

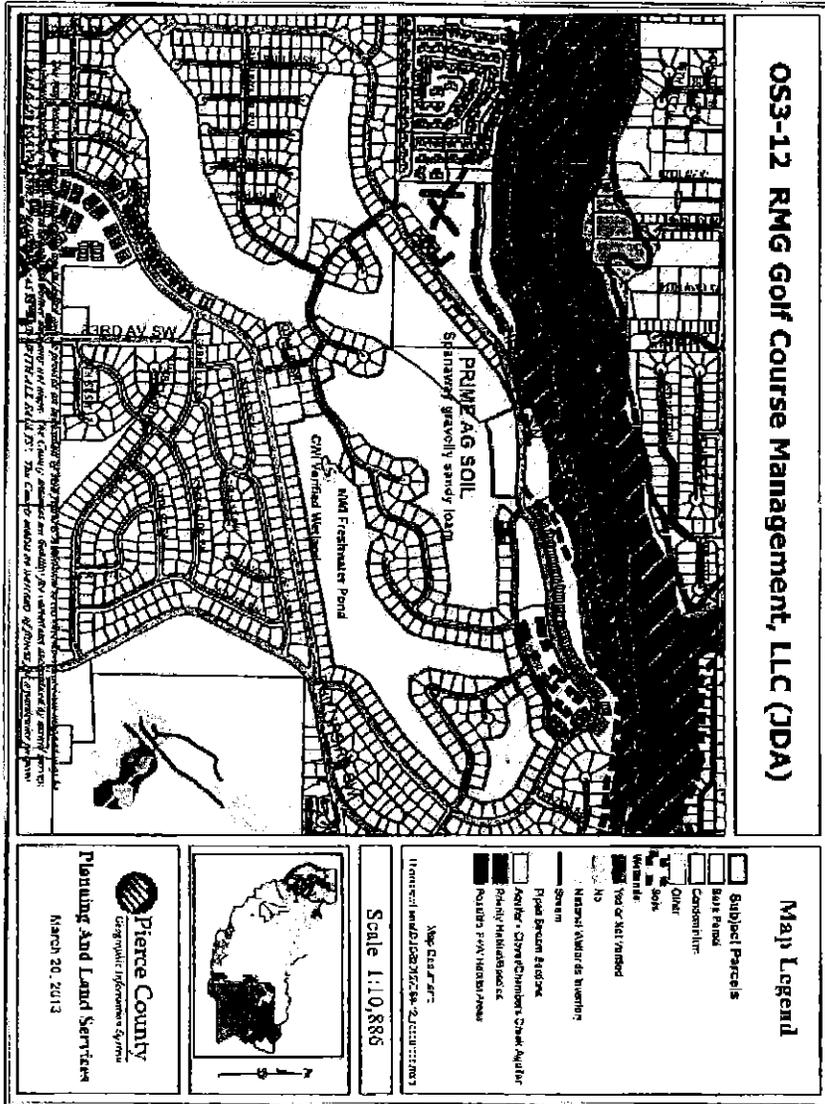
RTSQQ: 02202814

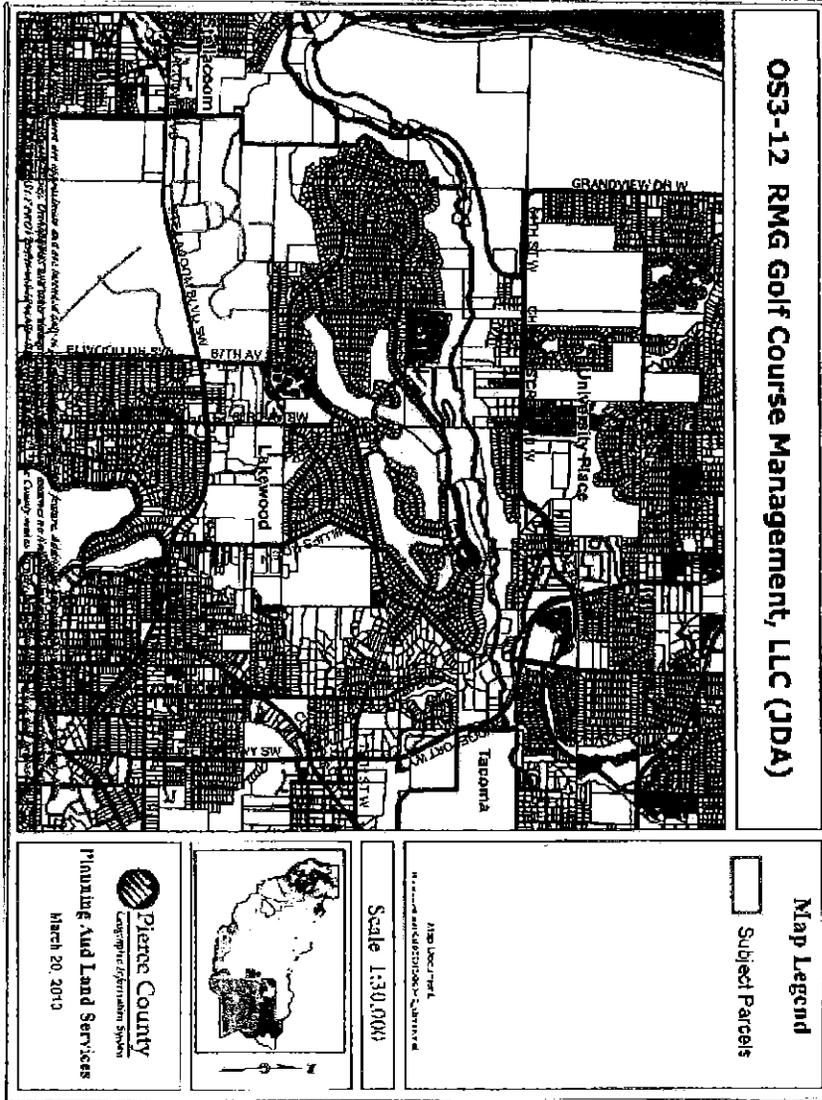
0220281017; OAKBROOK GOLF COURSE THAT POR OF SE OF NE LY S OF FOLL DESC LI BEG AT SW COR OF SE OF NE TH S 89 DEG 58 MIN 12 SEC E 146.70 FT TH S 37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52 DEG 42 MIN 24 SEC E 50 FT TH S 37 DEG 17 MIN 36 SEC E 196.01 FT TH N 52 DEG 10 MIN 30 SEC E 346.82 FT TH N 50 DEG 07 MIN 39 SEC E 685 FT TH N 45 DEG 59 MIN 37 SEC E 289.57 FT & TERMINUS OF SD LI F6123 DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR

1 RTSQQ: 02202842  
2  
3 0220284013; OAKBROOK GOLF COURSE COM AT NE COR OF NW OF SE TH S 89  
4 DEG 58 MIN 12 SEC E 146.70 FT TH S 37 DEG 17 MIN 36 SEC E 38.12 FT TH N 52  
5 DEG 42 MIN 24 SEC E 50 FT TH S 37 DEG 17 MIN 36 SEC E 196.01 FT TO POB TH  
6 S 37 DEG 17 MIN 36 SEC E 142.11 FT TH N 50 DEG 15 MIN 28 SEC E 18.81 FT TH  
7 N 59 DEG 24 MIN 38 SEC E 276.55 FT TH N 81 DEG 02 MIN 10 SEC E 91.56 FT TH  
8 S 69 DEG 58 MIN 57 SEC E 120.03 FT TH S 10 DEG 07 MIN 14 SEC E 124.58 FT TH  
9 S 18 DEG 22 MIN 09 SEC W 324.03 FT TH S 70 DEG 14 MIN 50 SEC E 211.80 FT TH  
10 ON A C TO L WITH A RAD OF 114.29 FT A DIST OF 63.92 FT TH ON A C TO L WITH  
11 A RAD OF 305 FT A DIST OF 50.61 FT TH N 21 DEG 47 MIN 53 SEC W 44.67 FT TH  
12 N 27 DEG 01 MIN 44 SEC E 144.47 FT TO MOST NLY COR OF L 1 B 1 OAKBROOK  
13 4TH ADD TH N 18 DEG 42 MIN 24 SEC E 345 FT TH N 29 DEG 44 MIN 08 SEC E TO  
14 INTER E LI OF SE TH N ON SD E LI TO NE COR OF SD SE TR W ON SD N LI TO  
15 INTER A LI N 52 DEG 10 MIN 30 SEC E OF THE POB TH S 52 DEG 10 MIN 30 SEC  
16 W TO THE POB ASSESSED W SUBD LD VALUE EASE OF REC ETN 701500 PER  
17 SUPERIOR CT CAUSE #236774 SEG F-6123 DC0226RJ6-24-88 DC08-19-94SG  
18 DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED  
19 IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR  
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22 RTSQQ: 02202844  
23  
24 0220284020; OAKBROOK GOLF COURSE BEG AT MOST WLY COR L 1 B 2  
25 OAKBROOK 4TH ADD TH S 45 DEG 34 MIN 38 SEC E 407.30 FT TH S 62 DEG 19  
26 MIN 51 SEC W 237.35 FT TH S 89 DEG 19 MIN 21 SEC W 112.13 FT TH N 87 DEG  
27 51 MIN 19 SEC W 260.01 FT TH S 86 DEG 08 MIN 07 SEC W 318.61 FT TH S 59  
28 DEG 12 MIN 11 SEC W 314.86 FT TH N 83 DEG 59 MIN 01 SEC W 90 FT TH S 51  
29 DEG 18 MIN 39 SEC W 184.12 FT TH S 59 DEG 22 MIN 58 SEC W 55 FT TH N 85  
30 DEG 52 MIN 42 SEC W 73.74 FT TH N 56 DEG 42 MIN 02 SEC W 78.98 FT TH N 43  
31 DEG 28 MIN 24 SEC W 234.24 FT TH N 50 DEG 46 MIN 56 SEC E 724.41 FT TH N 81  
32 DEG 34 MIN 31 SEC E 530.09 FT TH N 65 DEG 28 MIN 54 SEC E 693.57 FT TH N 27  
33 DEG 55 MIN 46 SEC E 255.07 FT TH N 02 DEG 07 MIN 30 SEC E 67.91 FT TH N 25  
34 DEG 09 MIN 36 SEC W 94.79 FT TH N 30 DEG 10 MIN 28 SEC E 61.10 FT TH ON A  
35 C TO L WITH A RAD OF 425 FT A DIST OF 77.30 FT TH N 19 DEG 45 MIN 10 SEC E  
36 131.54 FT TH ON A C TO R WITH A RAD OF 20 FT A DIST OF 31.42 FT TH S 70  
37 DEG 14 MIN 50 SEC E 222.53 FT TH ON A C TO L WITH A RAD OF 164.29 FT A  
38 DIST OF 91.88 FT TH ON A C TO L WITH A RAD OF 355 FT A DIST OF 79.54 FT TH  
39 S 35 DEG 23 MIN 51 SEC E 110 FT TH S 07 DEG 38 MIN 48 SEC W 20 FT TH S 57  
40 DEG 24 MIN 22 SEC W 85 FT TH S 09 DEG 42 MIN 29 SEC E 90 FT TH S 19 DEG 30  
41 MIN 13 SEC E 75 FT TH S 58 DEG 35 MIN 43 SEC E 50 FT TO MOST WLY COR OF  
42 L 8 B 2 OAKBROOK 4TH ADD TH LEAVING WLY BDRY S 77 DEG 57 MIN 24 SEC W  
43 90 FT TH S 25 DEG 15 MIN 44 SEC W 335.62 FT TO WLY COR L 4 B 2 OAKBROOK  
44 4TH ADD TH S 19 DEG 56 MIN 38 SEC W 95.13 FT TH S 19 DEG 55 MIN 37 SEC W  
45 93.90 FT TH S 26 DEG 54 MIN 50 SEC W 89.93 FT TO BEG SEG F-6378 DC08-19-  
46 94SG DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY  
47 APPROVED IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR  
48

1 RTSQQ: 02202732  
2  
3 6430400480; OAKBROOK 4TH ADD OAKBROOK GOLF COURSE L 1 B 5  
4 DC9/25/03JU CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY APPROVED  
5 IN 1973 WAS EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR  
6  
7 RTSQQ: 02202732  
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9 6430400491; OAKBROOK 4TH ADD OAKBROOK GOLF COURSE THAT POR OF L2  
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45 06-17-03BL DC/9/25/03BL CURRENT USE OPEN SPACE RCW 84.34 ORIGINALLY  
46 APPROVED 1973, EXEMPT UNTIL 2003 VALUE/2004 TAX YEAR  
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FINDINGS OF FACT

Case No. OS3-12, RMG Golf Course Management, LLC

The Pierce County Council finds that:

1. The applicant has applied for classification of land as Open Space land pursuant to RCW 84.34.020(1).
2. The property in Case OS3-12 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Case OS3-12, Parcel Nos. 0220272007, 0220273007, 0220281017, 0220284013, 0220284020, 6430400480, 6430400491, 6430401181, and 6430403841, qualifies for a total of 24 points on 128.63 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points for containing agricultural lands; five high priority resource points for containing wetlands; three medium priority resource points for containing the Clover/Chambers Creek aquifer recharge area; one low priority resource point for private parks and golf courses with developed facilities; five bonus points for providing public access; and five bonus points for being located within the municipal boundaries of the City of Lakewood
4. At a properly noticed hearing, the County Council finds that the property in Case OS3-12 meets the purpose and intent of RCW 84.34.020(1) and recommends approval of the classification of 128.63 acres as Open Space land with 24 points under the Open Space Public Benefit Rating System on Parcel Nos. 0220272007, 0220273007, 0220281017, 0220284013, 0220284020, 6430400480, 6430400491, 6430401181, and 6430403841.
5. Pursuant to RCW 84.34.037, the Council's affirmative approval of this application by this Ordinance will be forwarded to the City of Lakewood for its affirmation of the application.



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager/Community Development Director  
Heidi Ann Wachter, City Attorney

Through: John J. Caulfield, City Manager *John J. Caulfield*

Date: November 12, 2013

Subject: Initiative 502 – Executive Summary

There are essentially four options for the City of Lakewood in addressing the potential for retail marijuana establishing in Lakewood:

1. Moratorium – a temporary ban to allow for further study. This measure is not necessary in Lakewood, as Lakewood’s business code provides for denial of any business license to conduct illegal activity at the federal level. Marijuana is prohibited at the federal level.
2. Ban – an outright ban. This measure is not necessary in Lakewood, again because we have Code provisions authorizing the denial of any business license to conduct illegal activity at the federal level. Whether Cities have the authority to adopt a ban under the language of I-502 is the subject of some debate.
3. Zoning – restrict sales to specific locations. This measure may not be authorized due to state regulation of marijuana. Cities may zone based on traditional classifications such as commercial or residential but licensing of retail marijuana sales is done by the State.
4. Exercise our authority under the business license code – The City of Lakewood can deny a business license based on illegal conduct at the federal level. This does not prevent an aspiring marijuana entrepreneur from obtaining a retail marijuana license from the State. However, the State process mirrors that of liquor licensing, which includes the subject city in the licensing process. Within this process, the City can object based on our Code, which provides for denial of a business license to conduct illegal activity. If the State approves the license, the City can then appeal, first administratively and ultimately through the various Court levels. During the pendency of such an appeal issuance of the retail marijuana license is stayed.

Developing an effective strategy for the City of Lakewood requires understanding the plain language of I-502, how the State plans to implement this initiative and the Code provisions specific to the City of Lakewood. The strategy should take into consideration the litigation that may follow including whether the City is litigating this matter with the federal government, private counsel for the marijuana industry or the State of Washington.



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager/Community Development Director  
Heidi Ann Wachter, City Attorney

Through: John J. Caulfield, City Manager 

Date: November 12, 2013

Subject: Initiative 502 – Options for the City of Lakewood

Initiative 502 allows the sales, distribution, and processing of marijuana in the State of Washington. The Federal Controlled Substances Act prohibits sales, distribution, and processing of marijuana within the United States. Legalization of recreational marijuana has roots in the earlier movement to legalize medicinal marijuana. When that movement began, the Public Safety Advisory Committee (PSAC) and then the City Council were briefed on options. At that time, recognizing that marijuana use is prohibited at the federal level and that federal law preempts state law in this area, the City made no change in existing Code. Businesses in the City of Lakewood require a business license and the City Code provides for denial of any business license application to conduct illegal activity whether the activity is illegal at the local, state or federal level. During this time very few inquiries came to the City regarding establishment of this type of business and most, if not all, were informal. No medicinal marijuana dispensaries have been established in the City of Lakewood.

I-502 legalized recreational marijuana at the State level. Marijuana is still illegal at the federal level and federal law preempts State law. Some, including staff at the Municipal Research Services Center (MRSC), have opined that the federal government is permitting marijuana in the wake of social acceptance. This is simply not true and our understanding, based on a discussion with MRSC representatives, is that a correction to this misstatement will be made. An article provided by the Association of Washington Cities (AWC) more accurately labels the federal approach as “wait and see”. The federal prohibition stands and there is federal correspondence on either sides. See attachments, first correspondence from the Department of Justice to Clark County and then what is referred to as the “Cole memo” which some cite as federal permission to follow I-502. U.S. Attorneys will individually be responsible for interpreting the guidelines and how they apply to a case they intend to prosecute. Initiative 502 does not preempt federal law. Washington State residents involved in marijuana production/retailing are subject to prosecution at the discretion of the federal government.

The voters in Lakewood supported I-502 by a wide margin, 56% to 43%. Out of 30 precincts, only four voted against legalization and those were by narrow margins (the vote adds up to 49% for to 50% against in those four precincts).

## **Under I-502 the State of Washington regulates the sale, distribution and processing of marijuana.**

I-502 basically has four parts:

- Allows the licensing and regulation of marijuana production, distribution, and possession for persons over 21;
- Removed state-law criminal and civil penalties for activities that it authorizes;
- Permits the state to tax marijuana sales and earmark marijuana-related revenues; and
- Created a regulated licensing system similar to that used for the control of alcohol. This regulatory system is to be in effect December 1, 2013.

This last part, creating a licensing system, permitted the Washington State Liquor Control Board (WSLCB), to establish a marijuana licensing process. Three new types of licenses are permitted under the initiative: producer; processor; and retailer. The fee for each license is a \$250 application fee, and \$1000 annual renewal fee.

A marijuana producer produces marijuana for sale at wholesale to marijuana processors and allows for production, possession, delivery, and distribution.

A marijuana processor processes, packages, and labels marijuana/marijuana infused product for sale at wholesale to marijuana retailers and allows for processing, packaging, possession, delivery, distribution.

A marijuana retailer allows for the sale of useable marijuana/marijuana infused products at retail outlets.

Production, processing and retail are all regulated by the WSLCB. I-502 allows the WSLCB to charge fees for anything done to implement/enforce the act. Fees can be charged for sampling, testing, and labeling.

Based on what Lakewood zoning allows, after removing anything within the state mandated buffers, marijuana retail establishments can only locate along or near some places along South Tacoma Way, Union Avenue and one or two other spots identified on the attached map. Pursuant to state regulations, the State will license no more than two retailers citywide. The State process anticipates licensing marijuana retailers, which bifurcates the process – the State licenses the marijuana and the City handles the business permitting as it would any other business. This has been likened to how liquor retail is currently handled.

Both the WSLCB and MRSC take the position that because I-502 does not address the option for local government to ban retail marijuana sales entirely such option does not exist and local government does not have the authority to do so. This is the subject of some debate and in the wake of numerous such bans being enacted by cities the WSLCB is seeking guidance from the Attorney General.

### **Given the plain language of I-502, current plans for implementation, and the provision of the Lakewood Municipal Code, options to consider are as follows:**

#### Option No. 1: The moratorium

Analysis of this option begins with an understanding of what a moratorium is. Attorney Carol Morris has authored the “Moratoria Handbook for Municipalities” on behalf of the Association of Washington Cities Risk Management Services Agency. She defines moratorium as

...an emergency measure adopted without notice to the public or public hearings, designed to preserve the status quo. A moratorium suspends the right of property owners to submit development applications and obtain development approvals while the local legislative body considers, drafts and adopts land use comprehensive plans and/or development regulations (or amendments thereto), to respond to new or changing circumstances not addressed in current laws.

The City of Lakewood has a Code providing for the denial of a business permit based on violation of federal law. Codes differ between cities and some of the moratoria recently adopted may be necessary for those cities to consider options. Some cities adopted moratoria long before anyone could have obtained a legal license to sell marijuana which can factor into whether the City has a legitimate foundation for the moratoria.

#### Option No. 2: A ban

The City of Lakewood has Code language providing for the denial of a business license based on violation of federal law. Because Lakewood can deny the business license under existing Code, a ban does not appear to offer greater protection. As previously discussed, other cities may need a ban due to their specific existing Code language.

#### Option No 3: Zoning Marijuana activity

As previously discussed, the sale of marijuana is state regulated. City zoning regulates use types such as commercial or residential. Regardless of our zoning, the marijuana retailer gets the license to sell marijuana through the state.

#### ***State Administrative Requirements***

Under WSLCB administrative regulations consider location in issuing licenses to marijuana producers, processors, and retailers. The variety of rules, either found in state law or in administrative code, as to location can be summarized into four basic rules. Taken as a whole, these “rules” place tight constraints on the siting, and operations of any type of marijuana business.

*First Rule:* Before the state liquor control board issues a new (or renewed) license to an applicant it shall give notice of the application to the chief executive officer of the incorporated city, in this case the City Manager. Lakewood then has the right to file with WSLCB within 20 days after the date of transmittal of the notice of application (or at least 30 days prior to the expiration date for renewals), written objections against the applicant or against the premises for which the new (or renewed license) is requested. WSLCB may extend the time period for submitting written objections.<sup>1</sup>

*Second Rule:* There are a limited number of locations. WSLCB will allow 334 retail stores statewide, up to 31 retail outlets in Pierce County, two of which can be located in Lakewood. These numbers are specific to retail outlets only.

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<sup>1</sup> This process is the exact same process used for liquor control licenses. When an application is filed with WSLCB, it is transmitted to the City Manager’s Office. From there, it goes to the Assistant City Manager for Development Services/Community Development Director. Here, the request is either approved, conditionally approved, or denied. Depending on the location of the license, or the history of the applicant, CSRT may also be contacted.

At this time, the exact number of marijuana producers and processors are unknown. WSLCB will initially limit the opportunity to apply for marijuana producer and processor licenses to a 30-day calendar window beginning November 18, 2013. Initially, up to 2 million square feet of growing space would be allowed around the state, to harvest no more than 40 metric tons (about 44 tons) of marijuana.

*Third Rule:* A new marijuana license (whether producer, processor or retailer) is prohibited if the proposed licensed business is within 1,000 feet<sup>2</sup> of the perimeter of the grounds of any of the following uses:

- Elementary or secondary school;
- Playground;
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;
- Library; or
- Any game arcade (where admission is not restricted to persons age twenty-one or older).

*Fourth Rule:* WSLCB will not approve a retail license for retail marijuana sales within another business.

The attached map referenced earlier shows what locations are available once the state rules are applied. Within that available area, the City has the authority to restrict based on zoning. The space available under state law, if residential, remains unavailable to a marijuana retailer because retail sales are a commercial use.

### ***Local Zoning for Marijuana Retail Activities***

Zoning regulates height, bulk and use. This can include building size, shape, and placement. It can also include regulation of density. Zoning also controls uses within districts. There are permitted uses, which are allowed as of right (subject to meeting other permit requirements) and conditional uses, which are allowable uses within a district subject to administrative approval (usually before a planning commission or through an administrative officer) to ensure their compatibility and appropriateness.

Lakewood's zoning distinctly regulates activities and intensities; it generally stays away from regulating specific items, objects or substances. For example, cigarette and alcohol sales are retail activities. Retail sales activities are permitted uses in numerous commercial zoning districts. Under Lakewood's current zoning regulations, a marijuana retailer meets the definition of "retail trade," meaning the sale or rental of goods and merchandise for final use or consumption. (LMC 18A.90.220) Retail trade is a commercial use category. The current zoning code does not specifically list marijuana retailing, but based on the how the state is regulating marijuana in the same manner as alcohol, it is best described as sales of general merchandise<sup>3</sup>. General merchandise sales are primary permitted uses in the ARC, NC1, NC2, TOC, CBD, C1, and C2 zoning districts. Sales of general merchandise in residential and industrial zoning districts are prohibited. Once you apply the WSLCB's requirements (only two marijuana retail outlets), and keeping a 1,000 buffer away from certain uses, the number of potential locations dwindles substantially.

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<sup>2</sup> The 1,000 feet is measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business location to the perimeter of the grounds of use types listed herein.

<sup>3</sup> When liquor sales were privatized, a land use determination was made to allow liquor sales as general merchandise.

## *Local Zoning for Marijuana Production, Processing, and Warehousing*

These activities are essentially manufacturing processes that would be typically located in industrial zoning districts. For Lakewood, this would be in the I1, I2, or IBP zoning districts. The production of marijuana is essentially a horticultural activity. Horticulture is not described or listed in I1, I2, or the IBP zoning districts. Further, the processing of marijuana does not fit into the three manufacturing processes listed in the code - primary manufacturing, secondary manufacturing or major assembly, or limited manufacturing/assembly. Nor is it a match with food and related products. Current regulations also specifically prohibit the warehousing, distribution, and freight movement of illegal substances. LMC 18A.20.700.

One area of zoning regulation to be mindful of is the production of marijuana in the CZ, AC1, and AC2. All three zones allow for agricultural production as a permitted use, meaning, the growing, producing, or harboring of plants. These same zones also allow for nurseries. Technically, there are large sections of the AC1 zone outside the mandated WSLCB buffer (generally east of South Tacoma Way and south of 92<sup>nd</sup> Street SW) that could be used to grow marijuana only (no processing and no distribution).

Under WSLCB administrative law, marijuana production must take place within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors. Outdoor production may take place in non-rigid greenhouses, other structures, or an expanse of open or cleared ground fully enclosed by a physical barrier. To obscure public view of the premises, outdoor production must be enclosed by a sight obscure wall or fence at least eight feet high. Outdoor producers must also meet certain security requirements.

Marijuana production applicants must designate on their operating plan the size category of the production premises and the amount of actual square footage in their premises that will be designated as plant canopy. There are three categories as follows:

Tier 1 – Less than 2,000 square feet;

Tier 2 – 2,000 square feet to 10,000 square feet; and

Tier 3 – 10,000 to 30,000 square feet. (WAC 314-55-075)

### Options 4A, 4B and 4C: Addressing the federal preemption issue within the licensing process

A marijuana entrepreneur may apply for a business license in the City of Lakewood, and it would be processed in the same way as any other non-marijuana license. If the proposal would be denied for non-marijuana reasons, such as zoning, it will be denied; and, if it would normally be granted, it will be granted. That entrepreneur will have to obtain a state license as well as a City business license before selling marijuana. The State process anticipates seeking input from the relevant city prior to issuing any license. Options at this stage are as follows:

- 4A. The City may choose to seek federal assent to issuance of a City business license for a federally prohibited activity given our Code language; or

After an applicant seeks the state license for marijuana, the state seeks the City's input as the receiving jurisdiction. Lakewood can provide notice to the federal government of our concerns and the violation of federal law. If there is no response from the federal government, the City may choose to seek a declaratory judgment to protect the City from any federal liability for licensing federally prohibited activity in the City. Specifically, the City can cite to the Clark County memo which has never been withdrawn

and seek clarification as to whether the federal government will pursue the City of Lakewood for violation. Issuance of a City business permit may be stayed pending the outcome of this process.

- 4B. The City may deny the business license application based on the federal prohibition of marijuana. This potentially may result in litigation from the marijuana entrepreneur. The City's defense will be based on our Code and this will put the City in the position of defending federal preemption.
- 4C. The City may choose to oppose, within the State licensing process, issuance of the license due to the federal prohibition.

Within the state process, Lakewood can oppose issuance of the state license based on the federal prohibition and then appeal issuance of the license thereafter. This would be an appeal under the state Administrative Appeals Act, starting within the administrative process and proceeding to the Superior Court, Court of Appeals and ultimately the state Supreme Court for a determination on the question of federal preemption. Issuance of a state license to sell retail marijuana is stayed pending the outcome of this process.

**In setting the course for the City of Lakewood, the City must first establish what the desired outcome is; make a statement, change law, keep this type of business out of the City?**

Current consensus appears to be that because the federal government is choosing to "wait and see" cities should simply proceed on the assumption that the federal prohibition is not part of the analysis. By accepting this position, the federal government is free to take whatever course is politically convenient based on anything or nothing at all. The better course is to at least document acknowledgement of the federal prohibition and an effort to follow it without incurring undue liability to the City.

The City has the Code necessary to deny a business license to marijuana retailers due to the federal prohibition. Such action may trigger litigation. Within the business licensing options evaluated here is the underlying question as to which is the preferred opponent- the federal government, private counsel for the would-be marijuana entrepreneur or the State of Washington.

Attachments:

- Buffer Analysis Map
- Clark County Memorandum
- Cole Memorandum



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Board of Commissioners

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U.S. Department of Justice  
Drug Enforcement Administration

[www.dea.gov](http://www.dea.gov)

8701 Morrisette Drive  
Springfield, VA 22152

JAN 17 2012

Tom Mielke  
Marc Boldt  
Steve Stuart  
Board of Clark County Commissioners  
1300 Franklin Street  
P.O. Box 5000  
Vancouver, Washington 98666-5000

SUBJECT: Application of the *Controlled Substances Act (CSA)* to the Board of Clark County Commissioners and Clark County Employees

Dear Messrs. Mielke, Boldt, and Stuart:

Thank you for your December 2, 2011 letter addressed to Attorney General Eric Holder which was referred to the Drug Enforcement Administration (DEA) for a response.

The Department of Justice has stated that Congress has determined that marijuana is a schedule I controlled substance and, as such, growing, distributing, and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal law regardless of state laws permitting such activities. This is reflected in the text of the *CSA* and the decisions of the United States Supreme Court in *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483 (2001), and *Gonzales v. Raich*, 545 U.S. 1 (2005). These federal law concepts are premised on the facts that marijuana has never been demonstrated in sound scientific studies to be safe and effective for the treatment of any disease or condition and, therefore, the Food and Drug Administration has never approved marijuana as a drug. As the Supreme Court stated, "for purposes of the Controlled Substances Act, marijuana has 'no currently accepted medical use' at all." *Oakland Cannabis Buyers' Cooperative*, 532 U.S. at 491.

In your correspondence to the Attorney General you quote from an April 14, 2011 letter written to the Honorable Christine Gregoire, Washington State Governor by the U.S. Attorneys for both the Eastern and Western Districts of Washington in which they say that "state employees who conducted activities mandated by the Washington [medical marijuana] legislative proposals would not be immune from liability under the *CSA*." Although that letter pertained to the

Washington state medical marijuana law and Washington state employees, the principles expressed in that letter are useful in addressing any county "medical marijuana" ordinance or provision implementing state law. As that letter indicated, anyone who knowingly carries out the marijuana activities contemplated by Washington state law, as well as anyone who facilitates such activities, or conspires to commit such violations, is subject to criminal prosecution as provided in the *CSA*. That same conclusion would apply with equal force to the proposed activities of the Board of Clark County Commissioners and Clark County employees.

Such persons may also be subject to money laundering statutes. In addition, the *CSA* provides for forfeiture of real property and other tangible property used to facilitate the commission of such crimes, as well as the forfeiture of all money derived from, or traceable to, such activity.

Thank you for your inquiry regarding this important matter.

Sincerely,



Joseph T. Rannazzisi  
Deputy Assistant Administrator  
Office of Diversion Control



U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

August 29, 2013

MEMORANDUM FOR ALL UNITED STATES ATTORNEYS

FROM: James M. Cole   
Deputy Attorney General

SUBJECT: Guidance Regarding Marijuana Enforcement

In October 2009 and June 2011, the Department issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). This memorandum updates that guidance in light of state ballot initiatives that legalize under state law the possession of small amounts of marijuana and provide for the regulation of marijuana production, processing, and sale. The guidance set forth herein applies to all federal enforcement activity, including civil enforcement and criminal investigations and prosecutions, concerning marijuana in all states.

As the Department noted in its previous guidance, Congress has determined that marijuana is a dangerous drug and that the illegal distribution and sale of marijuana is a serious crime that provides a significant source of revenue to large-scale criminal enterprises, gangs, and cartels. The Department of Justice is committed to enforcement of the CSA consistent with those determinations. The Department is also committed to using its limited investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational way. In furtherance of those objectives, as several states enacted laws relating to the use of marijuana for medical purposes, the Department in recent years has focused its efforts on certain enforcement priorities that are particularly important to the federal government:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

These priorities will continue to guide the Department's enforcement of the CSA against marijuana-related conduct. Thus, this memorandum serves as guidance to Department attorneys and law enforcement to focus their enforcement resources and efforts, including prosecution, on persons or organizations whose conduct interferes with any one or more of these priorities, regardless of state law.<sup>1</sup>

Outside of these enforcement priorities, the federal government has traditionally relied on states and local law enforcement agencies to address marijuana activity through enforcement of their own narcotics laws. For example, the Department of Justice has not historically devoted resources to prosecuting individuals whose conduct is limited to possession of small amounts of marijuana for personal use on private property. Instead, the Department has left such lower-level or localized activity to state and local authorities and has stepped in to enforce the CSA only when the use, possession, cultivation, or distribution of marijuana has threatened to cause one of the harms identified above.

The enactment of state laws that endeavor to authorize marijuana production, distribution, and possession by establishing a regulatory scheme for these purposes affects this traditional joint federal-state approach to narcotics enforcement. The Department's guidance in this memorandum rests on its expectation that states and local governments that have enacted laws authorizing marijuana-related conduct will implement strong and effective regulatory and enforcement systems that will address the threat those state laws could pose to public safety, public health, and other law enforcement interests. A system adequate to that task must not only contain robust controls and procedures on paper; it must also be effective in practice. Jurisdictions that have implemented systems that provide for regulation of marijuana activity

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<sup>1</sup> These enforcement priorities are listed in general terms; each encompasses a variety of conduct that may merit civil or criminal enforcement of the CSA. By way of example only, the Department's interest in preventing the distribution of marijuana to minors would call for enforcement not just when an individual or entity sells or transfers marijuana to a minor, but also when marijuana trafficking takes place near an area associated with minors; when marijuana or marijuana-infused products are marketed in a manner to appeal to minors; or when marijuana is being diverted, directly or indirectly, and purposefully or otherwise, to minors.

must provide the necessary resources and demonstrate the willingness to enforce their laws and regulations in a manner that ensures they do not undermine federal enforcement priorities.

In jurisdictions that have enacted laws legalizing marijuana in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities set forth above. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of marijuana outside of the regulated system and to other states, prohibiting access to marijuana by minors, and replacing an illicit marijuana trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing marijuana-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

The Department's previous memoranda specifically addressed the exercise of prosecutorial discretion in states with laws authorizing marijuana cultivation and distribution for medical use. In those contexts, the Department advised that it likely was not an efficient use of federal resources to focus enforcement efforts on seriously ill individuals, or on their individual caregivers. In doing so, the previous guidance drew a distinction between the seriously ill and their caregivers, on the one hand, and large-scale, for-profit commercial enterprises, on the other, and advised that the latter continued to be appropriate targets for federal enforcement and prosecution. In drawing this distinction, the Department relied on the common-sense judgment that the size of a marijuana operation was a reasonable proxy for assessing whether marijuana trafficking implicates the federal enforcement priorities set forth above.

As explained above, however, both the existence of a strong and effective state regulatory system, and an operation's compliance with such a system, may allay the threat that an operation's size poses to federal enforcement interests. Accordingly, in exercising prosecutorial discretion, prosecutors should not consider the size or commercial nature of a marijuana operation alone as a proxy for assessing whether marijuana trafficking implicates the Department's enforcement priorities listed above. Rather, prosecutors should continue to review marijuana cases on a case-by-case basis and weigh all available information and evidence, including, but not limited to, whether the operation is demonstrably in compliance with a strong and effective state regulatory system. A marijuana operation's large scale or for-profit nature may be a relevant consideration for assessing the extent to which it undermines a particular federal enforcement priority. The primary question in all cases – and in all jurisdictions – should be whether the conduct at issue implicates one or more of the enforcement priorities listed above.

As with the Department's previous statements on this subject, this memorandum is intended solely as a guide to the exercise of investigative and prosecutorial discretion. This memorandum does not alter in any way the Department's authority to enforce federal law, including federal laws relating to marijuana, regardless of state law. Neither the guidance herein nor any state or local law provides a legal defense to a violation of federal law, including any civil or criminal violation of the CSA. Even in jurisdictions with strong and effective regulatory systems, evidence that particular conduct threatens federal priorities will subject that person or entity to federal enforcement action, based on the circumstances. This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter civil or criminal. It applies prospectively to the exercise of prosecutorial discretion in future cases and does not provide defendants or subjects of enforcement action with a basis for reconsideration of any pending civil action or criminal prosecution. Finally, nothing herein precludes investigation or prosecution, even in the absence of any one of the factors listed above, in particular circumstances where investigation and prosecution otherwise serves an important federal interest.

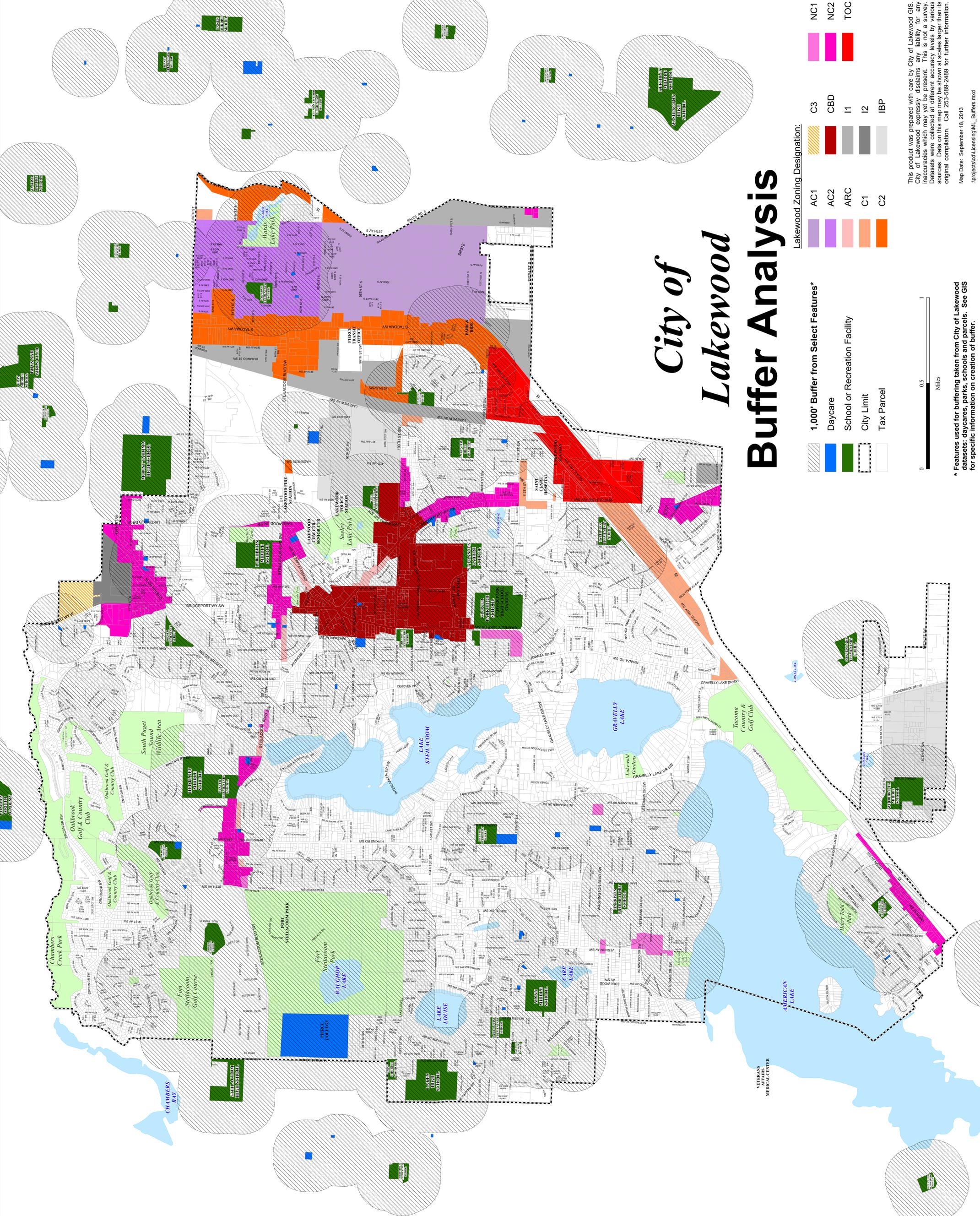
cc: Mythili Raman  
Acting Assistant Attorney General, Criminal Division

Loretta E. Lynch  
United States Attorney  
Eastern District of New York  
Chair, Attorney General's Advisory Committee

Michele M. Leonhart  
Administrator  
Drug Enforcement Administration

H. Marshall Jarrett  
Director  
Executive Office for United States Attorneys

Ronald T. Hosko  
Assistant Director  
Criminal Investigative Division  
Federal Bureau of Investigation



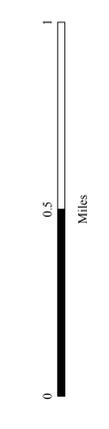
# City of Lakewood Buffer Analysis

- 1,000' Buffer from Select Features\***
- Daycare
  - School or Recreation Facility
  - City Limit
  - Tax Parcel

- Lakewood Zoning Designation:**
- AC1
  - AC2
  - ARC
  - C1
  - C2
  - C3
  - CBD
  - I1
  - I2
  - IBP
  - NC1
  - NC2
  - TOC

This product was prepared with care by City of Lakewood GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. Data on this map may be shown at scales larger than its original compilation. Call 253-569-2469 for further information.

Map Date: September 18, 2013  
 :projects\GIS\Licensing\WL\_Buffers.mxd



\* Features used for buffering taken from City of Lakewood datasets: daycares, parks, schools and parcels. See GIS for specific information on creation of buffer.