

# Pierce County In-Lieu Fee Program

## Statement of Sale

OFFICIAL RECORD OF SALE OF MITIGATION CREDITS PURSUANT TO THE TERMS AND CONDITIONS OF (1) THE PIERCE COUNTY IN LIEU FEE PROGRAM; (2) THE FINAL PROGRAM INSTRUMENT; AND (3) THE PROVISIONS CONTAINED IN 33 CFR PARTS 325 AND 332 AS REVISED EFFECTIVE JUNE 9, 2008 [THE FEDERAL MITIGATION RULE].

### I. PURPOSE

This Statement of Sale confirms the sale of mitigation credits from *the Pierce County In-Lieu Fee Program (PCILF)* to the Applicant listed in Article III below. This Statement of Sale does not constitute a permit or permission to proceed with any proposed action. The Applicant is responsible for obtaining all necessary permits for a proposed action.

### II. TRANSFER OF PERMIT MITIGATION RESPONSIBILITY

The PCILF Sponsor (hereinafter "Sponsor") agrees to accept full legal responsibility for satisfying the compensatory mitigation requirements for all permits granted by the United States Army Corps of Engineers, the State of Washington, and all local permits for which mitigation fees from an Applicant have been accepted under the terms of this Statement of Sale. This responsibility includes compliance with 33 CFR 332, 40 CFR 230, Pierce County Code Chapters 18E.10 through 18E.40 and 18G.20, any applicable state and other local jurisdictional laws, and the terms of the Program Instrument. In satisfaction of the compensatory mitigation requirements, the Sponsor shall provide compensatory mitigation of the type and in the amount necessary to meet applicable Federal, State, and local regulation requirements.

### III. APPLICANT AND IMPACT PROJECT DETAILS

[To be filled out by Applicant]

#### A. Applicant.

[Applicant Name](Hereinafter "Applicant")

[Address and other Contact information]

Parcel No(s)\_\_\_\_\_

[Impact Site Name/Project Name]

#### B. Impact Project.

Watershed Service Area  Chambers/Clover  Nisqually

Permitting Agency:\_\_\_\_\_



Permit Number(s): \_\_\_\_\_  
 [Add additional agencies and permits as necessary]

Description of impacts: [Provide details of project impact]

Description of debits [Wetland HGM class and category, impact acreage, functions disturbed. Please list each class and category separately if more than one wetland unit.]

Table 1. Function disturbed

	Improving Water Quality	Hydrologic	Habitat
Debits—Emergent or shrub areas	_____ Acre-points	_____ Acre-points	_____ Acre-points
Debits—Forested areas	_____ Acre-points	_____ Acre-points	_____ Acre-points
TOTAL	_____ Acre-points	_____ Acre-points	_____ Acre-points

**IV. CREDITS PURCHASED AND MITIGATION FEES PAID**  
 [To be filled out by Sponsor]

A. Credits Purchased. In exchange for the payment of mitigation fees, the Applicant receives [ # credits is equal to # of debits ] mitigation credits. These credits have been withdrawn from the [ Advance Credit pool or released credit balance ] in the [ Service Area Name ] service area.

ILF Receiving site if known: [ \_\_\_\_\_ ]

B. Allocation to the PCILF Program Account. The mitigation fees will be deposited into the following funds within the Pierce County ILF Program Account (see Basic Agreement Article IV.D and Appendix F of the Instrument):

Where the [ year ] price per credit is: \$ \_\_\_\_\_

Total Mitigation Fees Collected from Applicant: \$ \_\_\_\_\_

Land Fee Account: \$ \_\_\_\_\_ (100% of land fee)

Program Admin. Account: \$ \_\_\_\_\_ (15% of total credit fee)



Contingency Account: \$\_\_\_\_\_ (10% of total credit fee)  
Long Term Management Account: \$\_\_\_\_\_ (5% of total credit fee)  
Individual Mitigation Projects Account: \$\_\_\_\_\_ (70% of total credit fee)

C. The Sponsor Agrees to Implement Mitigation

Upon acceptance of these fees from the Applicant, the Sponsor is agreeing to implement mitigation, and assume all associated obligations and liabilities according to terms of the final *Program Instrument* for the Pierce County ILF Program as certified on \_\_\_\_\_, 2015.

**V. PROOF OF PURCHASE**

This Statement of Sale shall serve as official proof that the Applicant has purchased mitigation credits from the Sponsor.

- A. Signed Statement of Sale provided to Applicant. The Sponsor will provide a signed copy of this form to the Applicant within 15 days after receipt of funds from the Applicant. The Applicant is responsible for submitting copies of the fully executed Statement of Sale to the appropriate regulatory agencies as proof of purchase of ILF mitigation credits.
- B. Signed Statement of Sale provided to the United States Army Corps of Engineers and the Washington State Department of Ecology. The Sponsor will provide a signed copy of this form to the above identified organizations within 15 days after receipt of funds from the Applicant.
- C. Copies available to the Interagency Review Team (IRT) members. Copies of this Statement of Sale shall be made available to any member of the IRT upon the IRT member's request.

**VI. ADDITIONAL PROVISIONS**

- A. Allocation of Funds. The Sponsor will deposit the moneys listed above into the program account in the amounts listed in Article IV.B of this Statement of Sale. Record of these funds will also be added to the Program Account Ledger.
- B. Spending Authorization. Upon initial receipt of mitigation fees, the Sponsor shall be authorized to spend up to 75% of funds allocated to Administrative Accounts according to the terms of the program instrument (see Appendix F, Section 5.0). The United States Army Corps of Engineers and the Washington State Department of Ecology, after consultation with the IRT, must authorize all additional expenditures from the program account pursuant to 33 CFR 332.8(i)(2) and pursuant to the Basic Agreement Article IV.B.



- C. Reporting requirements unaffected. This agreement shall not affect reporting requirements outlined in the program instrument.
- D. Effect of Agreement. This Agreement does not in any manner affect statutory authorities and responsibilities of the Sponsor. This Statement of Sale is not intended, nor may it be relied upon, to create any rights in third parties enforceable in litigation with the United States or the State of Washington. This Statement of Sale does not authorize, nor shall it be construed to permit, the establishment of any lien, encumbrance, or other claim with respect to the ILF Program property, with the sole exception of the right on the part of the United States Army Corps of Engineers and the Washington State Department of Ecology to require the Sponsor to implement the provisions of Program Instrument, including recording conservation easements or similarly restrictive covenants, required as a condition of the issuance of permits for discharges of dredged and fill material into waters of the United States associated with construction and operation and maintenance of a Mitigation Site.
- E. Attorneys' Fees. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Statement of Sale, each party to the litigation shall bear its own attorneys' fees and costs of litigation.
- F. Headings and Captions. Any paragraph heading or caption contained in this Statement of Sale shall be for convenience of reference only and shall not affect the construction or interpretation of any provision of this Statement of Sale.
- G. Refunds. Mitigation Fees, Credit Fees, and Land Fees are not refundable.

IN WITNESS WHEREOF, the Sponsor and the Applicant confirm the information contained in this Statement of Sale to be true as written.

**SPONSOR**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

ILF Program Manager

**APPLICANT**

\_\_\_\_\_  
[Name]      Date

\_\_\_\_\_

