



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

SPECIAL MEETING AGENDA

July 25, 2022, 3:00 PM

Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Steve Nixon, President			
Maryellen (Missy) Hill, Clerk			
Amanda Babich			
Kurt Grimmer			
Laurel Kingsbury			

ITEM 1 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at www.penmetparks.org

ITEM 2 New Business

2.1 [Single Reading Resolutions Requiring One Reading for Adoption](#)
[Resolution R2022-005 Approving the Agreement for Sale and Purchase of Real Property](#)

ITEM 3 Next Board Meetings

August 2, 2022 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

ITEM 4 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.



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DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

From: Ally Bujacich, Executive Director

Date: July 25, 2022

Subject: **Resolution R2022-005 Approving the Agreement for Sale and Purchase of Real Property**

Background/Analysis

In spring 2022, the owner of two parcels of land located at 52 and 58 Island Blvd. on Fox Island notified PenMet Parks of its interest in selling the properties. These parcels are located adjacent to and south of the Tacoma DeMolay Sandspit Nature Preserve on the northern tip of Fox Island. The two properties total over 3.5 acres and are primarily wooded with some steep slopes and approximately 265' of Puget Sound waterfront with views to the west of the Key Peninsula and the Olympic Mountain range. There are two cabins on the properties.

If acquired, these parcels would expand public access to shoreline, a community priority and key project recommendation identified in PenMet Parks' 2018 Comprehensive Parks, Recreation and Open Space (PROS) Plan. In addition, acquisition of the parcels would result in additional protected forested open space, wetlands, habitat, and shoreline that support critical natural functions that may otherwise be lost due to development for private use.

The properties provide public benefit that aligns with community interests and needs that are documented in the PROS Plan, including:

- *Balance public access and amenities with ecosystem needs to protect critical wildlife, habitat, and environmental functions.* The DeMolay Sandspit is a popular destination, and PenMet Parks takes steps to manage the park to protect its natural features. The adjacent properties would significantly increase the land available for public access and provide 265' of additional usable beachfront, reducing the impact to the DeMolay Sandspit while creating additional opportunities for public access to the shoreline and open space.
- *Create public access into and through natural open space lands to provide passive recreation experiences for residents and visitors to explore natural and personal connections with the environment.* The properties could potentially support an expanded pedestrian trail system that connects to the DeMolay Sandspit property, spanning a total of approximately eight acres.

- *Preserve wildlife habitat, habitat corridors, protect water quality, and retain and manage forested areas. Incorporate natural areas and unique ecological features into the park and open space system to maintain biodiversity, protect threatened species, conserve significant natural resources, and retain migration corridors that are unique and important to local wildlife.* According to Pierce County data, the properties may contain protected species and/or conservation areas, undeveloped open space corridors that connect habitat areas, and wetlands. Specific environmental features will be evaluated as part of the feasibility study contemplated in the Agreement.
- *Promote and enhance opportunities to educate park system users on the value of the natural open space environments and the overall ecological systems that interconnect our community.* PenMet Parks could steward the land to protect sensitive areas and educate the public through educational signage and programming.
- *Preserve open space and protect the diverse local environments, including the marine environment.* The forested property would largely be maintained in its natural state. No commercial timber harvest or disturbance of the shoreline area is planned.
- *Enhance water-based recreation by acquiring more public shoreline access locations.* The properties provide more shoreline access for popular recreation activities including fishing, boating, and other water activities.
- *Strategically expand park access in areas of need.* A gap analysis studying the distribution of parks within PenMet Parks' boundaries identified Fox Island as a potential target acquisition area to improve public access to parkland. The greatest needs for additional park sites are to provide the land base for a blend of passive and active recreation opportunities and waterfront access.

The Agreement contemplates PenMet Parks conducting due diligence to determine if the property is suitable for the intended use and includes contingencies for the following:

- Park Board approval.
- Title report and review of all encumbrances.
- Inspections which may include surveys and geological reviews.
- Funding for the acquisition through Pierce County's Conservation Futures – Opportunity Account program.

Policy Implications/Support

1. The District has adopted eight goals, including craft partnerships, acquire assets, develop and maintain-quality facilities and services, preserve open space, promote health and wellness, provide diverse recreational programs, prudent management of District funds, and trail planning and connections.
2. The potential acquisition supports several priorities identified in the District's 2018 Comprehensive Parks, Recreation and Open Space Plan, including:

- Balance public access and amenities with critical waterfront ecosystem needs to protect critical wildlife, habitat, and environmental functions.
- Preserve wildlife habitat, habitat corridors, protect water quality, and retain and manage forested areas. Incorporate natural areas and unique ecological features into the park and open space system to maintain biodiversity, protect threatened species, conserve significant natural resources, and retain migration corridors that are unique and important to local wildlife.
- Promote and enhance opportunities to educate park system users on the value of the natural open space environments and the overall ecological systems that interconnect our community.
- Preserve open space and protect the diverse local environments, including the marine environment.
- Improve access to the waterfront.
- Strategically expand park access in areas of need.

Recommendation

Staff recommends the Board pass Resolution R2022-005 approving the Agreement for Sale and Purchase of Real Property.

Staff Contact

If you have any questions or comments, please contact Ally Bujacich at (253) 858-3400 or via e-mail at executivedirector@penmetparks.org.

Attachments

- Resolution R2022-005



Peninsula Metropolitan Park District

RESOLUTION NO. R2022-005

APPROVING THE AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) has been exploring the possibility of acquiring certain real property adjacent to the Tacoma DeMolay Sandspit Nature Preserve for the purpose of expanding public access to saltwater shoreline, providing passive recreation opportunities, and protecting forested open space and shoreline that support critical natural functions; and

WHEREAS, the owners of the property and PenMet Parks' Executive Director negotiated and executed an Agreement for the Sale and Purchase of Real Property for the purchase price of \$2,500,000.00 (the "Agreement"), a copy of which is attached to this resolution as Exhibit "A"; and

WHEREAS, the Agreement is subject to and contingent upon Park Board approval and PenMet Parks conduct certain inspections and other due diligence of the property to determine if it is suitable for PenMet Parks' intended use; and

WHEREAS, the Agreement is subject to and contingent upon Pierce County approving grant funding for the purchase this property; and

WHEREAS, the timeframe necessary to conduct the due diligence and secure funding for the property is estimated to be up to 18 weeks; and

WHEREAS, the acquisition of the property will serve to advance the community priorities listed in PenMet Parks' adopted Comprehensive Parks, Recreation and Open Space Plan; and

WHEREAS, the acquisition of the property will serve to further the mission of PenMet Parks to enhance the quality of life by providing park and recreation opportunities for our community; NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the Purchase and Sale Agreement executed by the Seller and the Executive Director and attached as Exhibit "A" is approved and staff is directed to begin performing the due diligence work specified therein.

The foregoing resolution was adopted at a special meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on July 25, 2022.

Steve Nixon, President

Maryellen "Missy" Hill, Clerk

Attest: Ally Bujacich, Executive Director

**AGREEMENT FOR THE SALE AND PURCHASE
OF REAL PROPERTY**

FOX GO BYE BYE, LLC, a Washington limited liability company ("Seller") and the PENINSULA METROPOLITAN PARK DISTRICT, a Washington municipal corporation ("Purchaser") hereby covenant and agree as follows with respect to the sale and purchase of certain real property:

1. **Property:** Seller agrees to sell and Purchaser agrees to purchase certain improved real property located in Pierce County, Fox Island, Washington legally described on Exhibit A and depicted on Exhibit B attached hereto (the "Property"). In the event of any inaccuracy in the legal description hereof, either party may insert the proper legal description.
2. **Purchase Price:** The purchase price for the Property shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00) payable in cash at Closing.
3. **Earnest Money:** No earnest money is provided.
4. **Conveyance:** Title to the Property shall be conveyed by statutory warranty deed. The deed shall be subject only to the Permitted Exceptions as defined in Section 7.4 below. At closing, Seller shall transfer to Purchaser by written assignment all agreements, service contracts, rental agreements, tenant leases and leases of fixtures, if any. The written assignment shall provide that Seller shall be responsible for and shall indemnify Purchaser against any defaults occurring by reason of actions taken by Seller or performance due prior to closing, and that Purchaser shall assume and indemnify Seller against liability arising from all performance due after closing.
5. **Personal Property:** There is no personal property conveyed with the Property.
6. **Park Board Approval Contingency:** This Agreement is conditioned upon the approval of the Peninsula Metropolitan Park District Board of Park Commissioners not later than July 20, 2022. Unless Purchaser gives written notice to Seller not later than July 26, 2022 that Purchaser has obtain Board approval, this contingency shall be deemed exercised and this Agreement shall terminate.

7. **Title Contingency:**

7.1. **Title Report.** Within seven (7) days following Purchaser's notice to Seller that Purchaser has obtain Board approval as provided in Section 6 above, Seller shall obtain from Title Company and deliver to Purchaser a current Preliminary Commitment for an ALTA standard coverage owner's policy of title insurance (the "Title Report") covering the Property and showing Seller as the owner of the Property, together with a copy of all instruments referred to in the Title Report. The Title Report shall indicate that the policy (the "Title Policy") to be issued will be in the amount of the purchase price of the Property.

7.2. **Purchaser's Review.** Purchaser shall have ten (10) days after receipt of the Title Report and copies of the instruments referred to therein to give notice to Seller of its disapproval of any exceptions listed on the Title Report. Exceptions not disapproved by Purchaser shall be deemed to be Permitted Exceptions as that term is defined in the following subsection. If Seller does not, within ten (10) days after receipt of Purchaser's notice of disapproval, give notice to Purchaser that Seller shall remove all exceptions disapproved by Purchaser (other than encumbrances which Seller is entitled to prepay at or before Closing), then Purchaser shall have the right, within ten (10) days after Seller's response deadline, to waive the title objections Purchaser has not agreed to remove. If Purchaser does not provide such notice within ten (10) days, then this Agreement shall automatically be terminated.

7.3. **Extended Title Coverage.** If Purchaser elects to obtain an extended coverage title insurance policy, all survey costs related to an extended coverage policy and the cost of such extended policy over and above the cost for a standard coverage policy shall be the sole responsibility of Purchaser.

7.4. **Condition of Title at Closing and Deed.** Seller shall convey, and Purchaser shall accept, good and marketable title in fee simple, free and clear of all liens and encumbrances, local improvement district assessments, easements, restrictions, conditions, covenants, rights, rights of way, and other matters, subject only to the following exceptions ("Permitted Exceptions"):

7.4.1. The lien of current real estate taxes not yet due and payable;

7.4.2. Usual and ordinary public utility easements for gas, electric, water, sewer and other utility lines;

7.4.3. Any existing easements, covenants and or encumbrances affecting the property and accepted by Purchaser pursuant to Paragraph 7.2 above; and

7.4.4. Such other title exceptions as may be approved by Purchaser.

7.5. Termination. If Purchaser terminates this Agreement, Purchaser shall be responsible for payment of any cancellation fees for the title policy.

8. Inspection Contingencies: Unless Purchaser gives written notice to Seller within the time deadlines set forth herein stating that Purchaser is satisfied, in Purchaser's reasonable discretion, with the results of the following inspections, the inspection contingencies set forth in this section shall be deemed exercised and this Agreement shall terminate.

8.1. Books, Records and Documents. Seller shall make available for inspection by Purchaser as soon as possible but not later than ten (10) days after mutual acceptance of this Agreement, to the extent in Seller's possession, (i) requested statements for real estate taxes, assessments, utilities, service contracts, leases for all or a portion of the Property; (ii) requested blueprint drawings, surveys and maintenance records; and (iii) account records and audit reports relating to the Property. Purchaser shall assume, as of closing, all of the foregoing leases, contracts and agreements which have terms extending beyond closing. Seller and Purchaser shall cooperate in obtaining any required consents to such assumption. Purchaser agrees to indemnify and defend Seller from all liability (including attorney's fees) arising from or relating to a performance required after closing under such leases, contracts and agreements assumed by Purchaser. This Agreement to indemnify and defend shall survive closing and shall not be merged therein. If Purchaser fails to provide written notice to Seller that it is waiving this contingency not later than September 30, 2022, this contingency shall be deemed exercised and this Agreement shall terminate.

8.2. Property Inspection. Seller shall permit Purchaser and its agents, at Purchaser's sole expense and risk, to enter the Property, at reasonable times and with notice to Seller's representative to conduct investigations, tests, studies and inspections of the Property as are deemed necessary by Purchaser in Purchaser's sole and absolute discretion to evaluate Purchaser's proposed purchase of the Property, including, without limitation: boundary line surveys, engineering inspections of the improvements and mechanical systems; soil and groundwater sampling and environmental investigations, including, without limitation, a preliminary assessment ("Phase I"); a review of zoning and land use regulations affecting the Property; a review of utilities and their adequacy to serve the Property, the adequacy of access to and from the Property, and the

economic feasibility of Purchaser's intended use of the Property. Purchaser shall not perform any invasive testing including environmental inspections beyond a Phase I assessment without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, and Purchaser shall restore the Property to substantially the same condition as prior to any inspection. Purchaser shall bear the sole costs of inspection and agrees to indemnify and defend Seller from all liens, costs, expenses, including attorney's fees and expert fees, arising from or relating to Purchaser's entry onto and inspection of the Property. This Agreement to indemnify and defend shall survive closing and shall not be merged herein. If Purchaser fails to provide written notice to Seller that it is waiving this contingency not later than September 30, 2022, this contingency shall be deemed exercised and this Agreement shall terminate.

8.3. Waiver Of Seller Disclosure Form: Purchaser hereby waives the right to receive a seller disclosure statement if required by chapter 64.06 RCW. RCW 64.06.010 provides in pertinent part as follows:

[Chapter 64.06 RCW] does not apply to the following transfers of real property: (7) A transfer in which the buyer has expressly waived the receipt of the seller disclosure statement. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," the buyer may not waive the receipt of the "Environmental" section of the seller disclosure statement.

PURCHASER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF CHAPTER 64.06 RCW.

9. Conservation Futures Funding Contingency: Purchaser is preparing an application for a Conservation Futures Opportunity Account Grant through Pierce County in the total amount of \$2.5M for the acquisition of the Property. The Conservation Futures program is a land preservation program that provides grant funding for the protection of important open space, recreation, timber lands, wetlands, habitat areas, agricultural and farm lands within the boundaries of Pierce County. The Conservation Futures Opportunity Account allows Purchaser to apply for grant funds outside of the normal selection process and using an expedited selection procedure. Purchaser agrees to promptly complete and submit an application for a grant under the Conservation Futures Opportunity Account. As a part of that application, among other items, Purchaser will be required to procure an independent appraisal (standard, narrative or M.A.I.) from a Washington State Certified Licensed Appraiser. Purchaser shall be responsible for all of the costs of complying with the Conservations Futures Program. Unless Purchaser gives written notice to Seller not later than September 30, 2022 that Purchaser has obtained all the necessary approvals for the Conservation Futures Opportunity

Account grant to purchase the Property, this contingency shall be deemed exercised and this Agreement shall terminate.

10. **Seller's Representations:** Seller represents to Purchaser that, to the best of Seller's knowledge, each of the following is true as of the date hereof and shall be true as of closing:

10.1. Seller hereby represents and warrants to Purchaser that as of the date of mutual acceptance and as of the Closing, (a) Seller is a Washington limited liability company duly organized, validly existing, and in good standing under the laws of the state of Washington, with requisite power to own property and to carry on its business as it is now being conducted; (b) Seller has full power and authority to execute, deliver and consummate this Agreement; and (c) no provisions exist in any contract, document or other instrument to which Seller is a party or by which Seller is bound that would be violated by consummation of the transactions contemplated by this Agreement.

10.2. All books, records, leases, agreements and other items delivered to Purchaser under Paragraph 8.1 are accurate and complete.

10.3. The Property is in compliance with all applicable laws, regulations, codes and ordinances except as otherwise determined by inspection or provided herein.

10.4. There is no pending or threatened litigation which would adversely affect Purchaser's ownership of the Property after closing.

10.5. There are no covenants, conditions, restrictions or contractual obligations of the Seller which would prohibit Purchaser's ownership of the Property after closing or prevent Seller from performing its obligations under the Agreement.

10.6. There is no pending or threatened condemnation or similar proceedings affecting the Property and the Property is not within the boundaries of any planned or authorized local improvement district.

10.7. Seller has paid (except to the extent prorated at closing) all local, state and federal taxes (other than real and personal property taxes) and assessments otherwise described herein attributable to the period prior to closing which, if not paid, could constitute a lien on the Property, or for which Purchaser may be held liable if after closing.

10.8. There are no pending or threatened notices of violation of building, zoning or land use codes applicable to the Property.

Seller makes no representations regarding the Property other than those specified in this Agreement, Purchaser otherwise takes this Property "AS IS" and Purchaser has sufficient experience and expertise that it is reasonable for Purchaser to rely on its own preclosing inspections and investigations.

11. **Hazardous Substances:** Seller represents to Purchaser that, to the best of Seller's knowledge: Except as otherwise set forth herein, (i) there are no hazardous substances currently located in, on or under the Property in a manner or quantity that presently violates and environmental law; (ii) there are no underground storage tanks located on the Property; and (iii) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of hazardous substances or the violation of environmental law at the "Property". The term "hazardous substances" shall mean any substance or material now defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant or contaminant under any federal, state, or local law. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys fees and consultants fees and costs) that Purchaser may incur or have asserted against it as a result of the presence of any substance in or under the Property which violates any environmental law and which is shown to have been within the knowledge of the Seller at any time prior to closing. Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, causes of action, liabilities, damages and expenses arising under and federal, state or local environmental laws, including without limitation the Washington Model Toxics Control Act ("WMTCA") or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) from the presence at Closing or the continuing presence after Closing of contamination by any Hazardous Substances on the Property. "Hazardous Substances" shall mean any dangerous, hazardous, toxic, or radioactive substance, waste, material or other product that is defined under WMTCA or CERCLA or as those acts are amended or superseded. The provisions of this paragraph shall survive Closing.

12. **Pro-ration:** The following shall be prorated as of the date of closing: real property taxes and assessments payable in the year of closing, rents on any existing tenancies, interest, mortgage reserves, utilities and other operating expenses.

13. **Closing:** This sale shall be closed at the office of Escrowee not later than October 15, 2022 unless otherwise agreed to by the parties. Provided, however, that Purchaser may extend closing to a date not later than December 2, 2022 if Purchaser provides written notice to Seller extending the closing date and makes payment to Seller of Five Thousand Dollars (\$5,000.00) which amount shall not be refundable but will be applicable to the Purchase Price.

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13.1. The Escrowee/closing agent shall be First American Title Insurance Company located in either Gig Harbor or Tacoma, Washington.

13.2. Escrowee shall pay the premium for title insurance, real estate excise tax, recording expenses, and any pro-rations out of the proceeds.

13.2.1. Seller shall be responsible for payment of the property taxes pro-rated to the date of closing, the title insurance premium, the real estate excise tax and one-half of the escrow fees.

13.2.2. Purchaser shall be responsible for payment of any recording expenses and one-half of the escrow fees.

13.3. Both parties shall execute all documents reasonably necessary to close the transaction upon request by the closing agent, so that all necessary documents are tendered to Escrowee prior to the closing date. Any dispute concerning the form of any of the documents shall be determined by arbitration in accordance with the laws of the State of Washington, with Escrowee designating the arbitrator.

13.4. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. If this sale cannot be closed by the above date, because of circumstances beyond the control of the party whose performance is delayed, closing shall be extended seven (7) business days beyond cessation of such circumstance but in no event more than thirty (30) days beyond the above date. Time is of the essence in the performance of this Agreement.

14. **Post Closing Adjustments, Collections and Payments:** After closing, Purchaser and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items are prorated or credited at closing based upon estimates. Any bills or invoices received by Purchaser after closing which relate to services rendered or goods delivered to Seller or the Property on Seller's account prior to closing shall be paid by Seller upon presentation of such bill or invoice.

15. **Operations Prior to Closing:** Prior to closing, Seller shall continue to operate and maintain the Property in the ordinary course of its business and shall operate the Property in compliance with all applicable laws, rules, regulations and ordinances. Seller shall not enter into any rental agreements or leases, service contracts or other agreements affecting the Property without first obtaining Purchaser's consent, which will not be unreasonably withheld.

16. **Possession:** Purchaser shall be entitled to possession of the Property on closing.

17. **Condemnation and Casualty:** Purchaser may terminate this Agreement if condemnation proceedings are commenced against all or a portion of the Property before closing (other than condemnation proceedings instituted by Purchaser) or if the Property suffers a casualty loss or damage that will cost in excess of Twenty-Five Thousand Dollars (\$25,000.00) to repair or replace. Provided, however, that Purchaser may waive its right to terminate and proceed to closing and in that event Seller shall assign any applicable insurance proceeds to Purchaser.

18. **Integration:** This Agreement constitutes the entire agreement between the parties and embodies all negotiations and representations, all of which are merged herein. There are no verbal or other agreements which modify or affect this agreement, and any amendment of this agreement must be in writing.

19. **Notices:** All notices pursuant to this agreement shall be in writing and served:

19.1. On the other party in the same manner as a summons (in which case notice shall be deemed given when received) or

19.2. By regular and by certified mail, return receipt requested, to the respective addresses set forth at the end of this Agreement or such other address as the party has notified the other (in which case notice shall be deemed given on the date shown on the return receipt or the date upon which delivery was first unsuccessfully attempted, as shown on the return envelope) or

19.3. By facsimile copy to the number set forth on the signature page of this Agreement or such other number as the party has notified the other as well as by regular mail (in which case notice shall be deemed given upon the date the facsimile is transmitted, as shown on a completed transmission receipt from the sender's machine) or

19.4. By electronic mail (e-mail) to the address set forth on the signature page of this Agreement or such other address as the party has notified the other as well as by regular mail (in which case notice shall be deemed given upon the date the e-mail is transmitted, as shown the e-mail).

19.5. Any notice served shall also be served on that party's representative or attorney as follows:

<p>Seller's Representative:</p> <p>John Petrich P.O. Box 423 La Connor, WA 98257</p>	<p>Purchaser's Attorney:</p> <p>Mark R. Roberts ROBERTS JOHNS & HEMPHILL PLLC 7525 Pioneer Way Suite 202</p>
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E-Mail: jpetrichjr@gmail.com Telephone: (360) 466-4685	Gig Harbor, Washington 98335 E-Mail: Mark@rjh-legal.com Telephone: (253) 858-8606 Facsimile: (253) 858-8646
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20. **Acceptance of Offer:** This Agreement is made subject to approval by Seller by 5:00 o'clock p.m. on _____, 2022. Purchaser agrees not to withdraw this offer during said period or until earlier rejection thereof by Seller. Written notice of Seller's acceptance shall be given by Seller's execution of a duplicate original of this Agreement and delivery to and receipt of by Purchaser as set forth in the notice provisions above.

21. **Assignment:** Purchaser may not assign this Purchase and Sale Agreement without the express written agreement of Seller, which agreement shall not be unreasonably withheld.

22. **Heirs and Successors:** All provisions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, assigns and successors of the parties hereto.

23. **Headings and Wordings:** Paragraph headings in this Agreement are placed thereon for convenience only and do not necessarily reflect the full content of the respective paragraphs. All singular terms shall include the plural as a particular situation or context may require, and all words or pronouns of gender shall include the other genders as far as the particular situation or context may require.

24. **Remedies / Enforcement:**

24.1. If Seller fails without legal excuse to complete the sale of the Property, Purchaser may, at Purchaser's option, do any of the following: (a) terminate this Agreement by written notice delivered to Seller; or (b) bring an action for specific performance.

24.2. If Purchaser fails without legal excuse to complete the purchase of the Property, Seller may, as Seller's sole and exclusive remedy, terminate this Agreement by written notice delivered to Purchaser in which case Purchaser agrees to pay to Seller the amount of Ten Thousand Dollars (\$10,000.00) as liquidated damages, which the parties agree is a reasonable estimation of damages Seller will suffer in the event of Purchaser's default.

24.3. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provisions hereof, or to interpret this Agreement, the prevailing

party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

25. **Brokerage:** The parties agree that no broker or agent was involved in this transaction and that no person is entitled to a commission as a result of this Agreement or transaction. Purchaser understands that Seller may list the Property, but such listing shall be subject to this Agreement.

26. **Construction / Severability.** Seller and Purchaser acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits hereto) or any amendments thereto, and the same shall be construed neither for nor against Seller or Purchaser, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

27. **Survival:** The provisions of this Agreement, including all representations and indemnities, shall be true as of the time of closing and shall survive the closing of this transaction and be in addition to all conveyances and other closing documents.

28. **Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.


PURCHASER:

SELLER:

PENINSULA METROPOLITAN PARK
DISTRICT, a municipal corporation

FOX GO BYE BYE, LLC, a
Washington limited liability company

By: 
Ally Bujacich
Executive Director

By: 
John Petrich, Jr.
Manager

Date Executed: 7/19/22

Date Executed: 07-19-2022

5717 Wollochet Drive N.W. #3
Gig Harbor, WA 98335

P.O. Box 423
La Conner, WA 98257-0423

E-Mail: abujacich@penmetparks.org
Telephone: (253) 858-3400
Facsimile: (253) 858-3401

E-Mail: jpetrichjr@gmail.com
Telephone: (360) 466-4685



EXHIBIT A
LEGAL DESCRIPTION

A strip of land 60 feet wide off the north side of Lot 16, measuring at right angles to and lying parallel with the north line of said Lot of Fox Island Villa Tracts, according to plat recorded in Book 7 of Plats at page 43. Together with all tide lands of the second class extending to the line of extreme low tide and in front of the Northerly 60 feet of Lot 16, Fox Island Villa Tracts. Located in Pierce County, Washington and improved by a beach cabin.

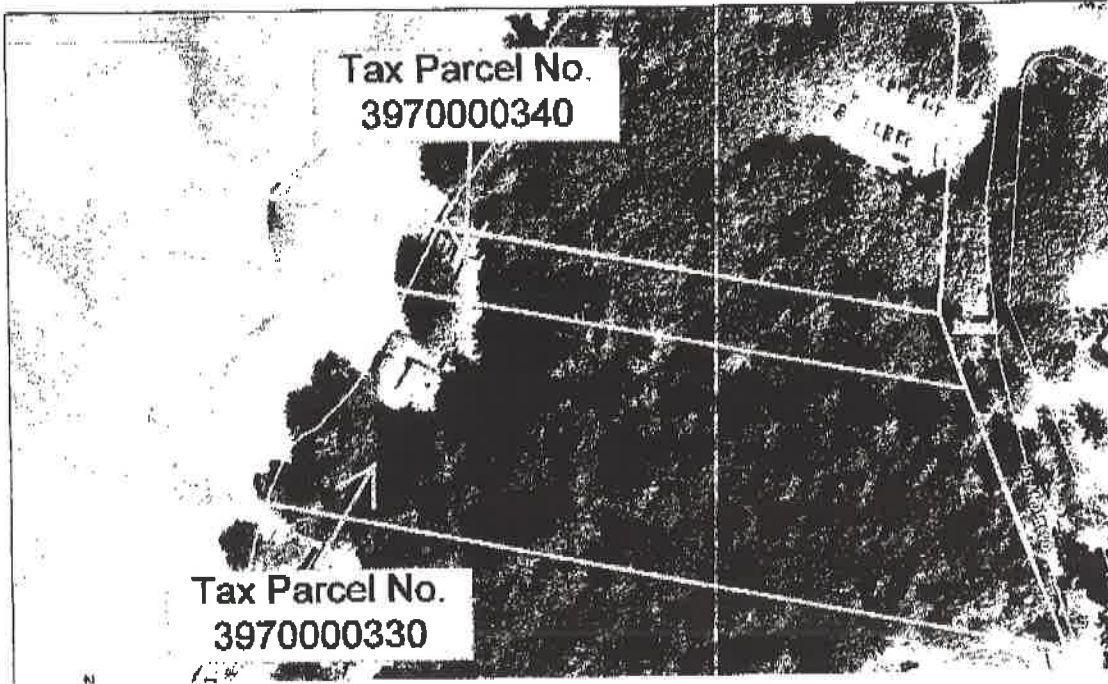
A strip of land 207 feet wide off the north side of lot 16, measuring at right angles to and lying parallel with the north line of said Lot of Fox Island Villa Tracts less the northerly 60 feet thereof, according to plat recorded in Book 7 of Plats at page 43, together with all tide lands of the second class extending to the line of low tide and in front of said property, located in Pierce County, Washington, and improved by a beach cabin.

Pierce County Tax Parcel Number: 3970000330 and 3970000340.

Situs Address: 52 Island Blvd, Fox Island, WA and 58 Island Blvd, Fox Island, WA

Item 2.1

EXHIBIT B
DEPICTION OF THE PROPERTY



Handwritten signature

SUMMARY

Event

Date

Acceptance of Offer

Park Board Approval Contingency

Title Contingency

Books, Records, Docs Contingency

Property Inspection Contingency

Conservation Futures Contingency

Closing

CPM