



KEY PENINSULA METROPOLITAN PARK DISTRICT
D.b.a. KEY PEN PARKS

Special Board Meeting

(Meetings may be videotaped or recorded)

AGENDA

June 16, 2025

7:00 PM – Special Meeting

Key Pen Parks Administrative Office
5514 Key Peninsula Hwy NW, Lakebay WA

Public Comment is available in person or via Zoom by calling (253) 215-8782 with
Meeting ID: 853 6142 0077 Passcode: 183342

Hybrid Meeting may be available but not guaranteed due to technology
<https://us06web.zoom.us/j/85361420077?pwd=X0CNGZETxVAKedbmNUcZPn6vAzShQK.1>

Members of the Board of Park Commissioners

Linda Parry, President

Ed Robison, Vice President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Mark Michel, Member-at-Large

Special Meeting – 7:00 PM

1. Call to Order

2. Roll Call

Present Excused Comment

- Position 1 - Linda Parry
- Position 2 - Shawn Jensen
- Position 3 - Mark Michel
- Position 4 – Ed Robison
- Position 5 – Kip Clinton

3. Pledge of Allegiance

4. Approval of Agenda

5. **Public Comments:** *Limited to 3 minutes per person. Speaker will state name and their address. If providing handouts, need to provide 10 copies for Commissioners and Staff.*

PUBLIC PARTICIPATION IN BOARD MEETINGS – During a Special Meeting public comments are limited to items on the agenda only.

Under no circumstance shall any person be allowed to address the board on matters in which the District or a District official is a litigant. Speakers are requested to address the board with decorum.

6. **Unfinished Business**

- a. Approval of Resolution R 2025-05 to Authorize the Executive Director to Execute the Second Amendment to the Purchase and Sale Agreement for Pierce County Parcel 0122152058 (Carlson) and All Related Documents to the Purchase of Pierce County Parcel 0122152058 including Closing Documents

7. **Next Regular Meeting July 14, 2025, at Station 47, Community Room, 1921 Key Peninsula Hwy, NW, Home, WA**

8. **Adjournment**



Special Meeting: June 16, 2025

Item # 6a

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: June 16, 2025

Subject: Approval of Resolution R 2025-05 to Authorize the Executive Director to Execute the Second Amendment to the Purchase and Sale Agreement for Pierce County Parcel 0122152058 (Carlson) and All Related Documents to the Purchase of Pierce County Parcel 0122152058 including Closing Documents

During the Regular Meetings of March 20, 2023, August 12, 2024, February 2025, and June 9, 2025, and included in the 2025 Adopted Budget, the Board of Park Commissioners discussed the acquisition of the Carlson property (Pierce County Parcel 0122152058). During the February 2025 meeting the Board of Park Commissioner voted to acquire the property through the services of the Great Peninsula Conservancy and on June 9, 2025, accept the assignment of the Purchase and Sale Agreement.

To complete the purchase of this parcel, a minor adjustment is needed to the Purchase and Sale Agreement which originally stated that the buyer would prepare the deed, however, since Key Pen Parks is now the buyer the deed was prepared by the Great Peninsula Conservancy.

In addition, the escrow company is seeking a resolution indicating that the Executive Director is the authorized signatory for the closing documents.

Therefore, in order to complete the purchase of the parcel, staff is recommending the approval of Resolution R 2025-05 to Authorize Executive Director to Execute the Second Amendment to the Purchase and Sale Agreement for Pierce County Parcel 0122152058 (Carlson) and All Related Documents to the Purchase of Pierce County Parcel 0122152058 including Closing Documents

Staff Recommendation: Approve Resolution R 2025-05 to Authorize Executive Director to Execute the Second Amendment to the Purchase and Sale Agreement for Pierce County Parcel 0122152058 (Carlson) and All Related Documents to the Purchase of Pierce County Parcel 0122152058 including Closing Documents

Attachment 1: Second Amendment to Real Estate Purchase and Sale Agreement
Attachment 2: Resolution R 2025-05 Authorize Executive Director to Execute the Second Amendment to the Purchase and Sale Agreement for Pierce County Parcel 0122152058 (Carlson) and All Related Documents to the Purchase of Pierce County Parcel 0122152058 including Closing Documents

**SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE
AGREEMENT**

This Second Amendment to Real Estate Purchase and Sale Agreement (this “Amendment”) is entered into by **JAMES CARLSON**, a married man (“SELLER”) and **KEY PENINSULA METROPOLITAN PARK DISTRICT**, a municipal corporation, (“BUYER”), and dated for reference purposes only as of September 16, 2024, to amend and modify that certain Real Estate Purchase and Sale Agreement dated September 16, 2024 (as amended, the “Agreement”), First Amendment to Real Estate Purchase and Sale Agreement dated May 15, 2025, and Assignment of Real Estate Purchase and Sale Agreement dated June 10, 2025, regarding the purchase and sale of the real property consisting of that certain real property in Pierce County, Washington known as Tax Parcel Number 012215-205-8, legally described in the Agreement. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the Agreement. In this Amendment, the “Amendment Effective Date” is the date on which both BUYER and SELLER have mutually executed and delivered this Amendment.

1. **Statutory Warranty Deed.** Seller and Buyer agree that a statutory warranty deed (the “Deed”) will be prepared by Great Peninsula Conservancy and otherwise in substantially in the form attached hereto in Exhibit A.

2. **Bill of Sale.** Seller and Buyer agree to remove requirement 9.1(iv) for delivery by Seller of a Bill of Sale.

3. **Miscellaneous.** Except for the amendments and modifications to the Agreement that are expressly set forth in this Amendment, the Agreement remains in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment, which shall be effective as of the Amendment Effective Date.

SELLER:

Print: James Carlson
Date: _____

BUYER:

Key Peninsula Metropolitan Park District,
a municipal corporation in the State of Washington

By: _____
Print: _____
Its: _____
Date: _____

**Exhibit A
Form of Statutory Warranty Deed**

Key Peninsula Metropolitan Park District
5514 Key Peninsula Hwy NW
Lakebay, WA 98349

DOCUMENT TITLE: STATUTORY WARRANTY DEED

GRANTORS: JAMES CARLSON

GRANTEE: KEY PENINSULA METROPOLITAN PARK DISTRICT

**ABBREVIATED LEGAL: PTN. SW 1/4, NW 1/4, SEC. 15, TWN. 22N.,
RNG. 1E, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WA**

TAX PARCEL NUMBER: 012215-205-8

STATUTORY WARRANTY DEED

THE GRANTOR, **JAMES CARLSON**, a married man as to his separate property, for and in consideration of ten dollars (\$10.00) and other valuable consideration in hand paid, conveys and warrants to GRANTEE, **KEY PENINSULA METROPOLITAN PARK DISTRICT**, a municipal corporation in the State of Washington, the real property described on Exhibit A attached hereto, together with any and all rights, privileges, and easements appurtenant to such real property, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all development rights, air rights, water, water rights, and water stock relating to the real property; any and all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the real property; and any and all improvements and fixtures located on the real property.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated: _____, 2025
{Signature Pages Follow}

Exhibit A
Legal Description

PARCEL 1

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING SOUTHERLY OF EXISTING FENCE LINE WHICH RUNS IN A EASTERLY AND WESTERLY DIRECTION PER SURVEY RECORDED JANUARY 22, 1980 UNDER RECORDING NO. 3074 AND BY JUDGMENT #272-344 DATED FEBRUARY 29, 1980.

PARCEL 2

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE EAST 30 FEET AND THE NORTH 30 FEET OF THE WEST 7 ACRES OF THE NORTH 15 ACRES OF THE SOUTH 15 ACRES OF THE SOUTH 35 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M.;

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE SOUTH 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M.;

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER AND UPON THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., IN PIERCE COUNTY SUPERIOR COURT CAUSE NO. 15-2-13440-5 , DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS MONUMENT AT THE CENTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M.;

THENCE NORTH 87°35'11" WEST ALONG THE QUARTER-SECTION LINE 1271.91 FEET;
THENCE NORTH 01°11'35" EAST 50.02 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°11 '35" WEST 20.20 FEET;
THENCE SOUTH 00°48'49" WEST 50.03 FEET;
THENCE SOUTH 01°01'35" EAST 326.14 FEET;
THENCE SOUTH 87°29'44" EAST 20.01 FEET;
THENCE NORTH 01°01 '35" EAST 376.06 FEET TO THE TRUE POINT OF BEGINNING.

(Also known as Parcel D of Boundary Line Revision, AFN 201606135006, records of Pierce County, Washington)

Situate in the County of Pierce, State of Washington

Exhibit B

Title Exceptions

1. Easement and the terms and conditions thereof, established in Pierce County Cause No. 51234, for the purpose of to construct and maintain transmission and telephone line and the right to slashed all trees that might strike or damage the poles or wires of said line.
2. Ingress and Egress Easement including terms and conditions thereof as recorded in Instrument No. 1968417.
3. Terms and conditions of survey recorded Recording No. 3069.
4. Terms and conditions of survey recorded under Recording No. 3074.
5. Easement of Agreement and the terms, provisions, conditions and matters recited in Instrument No. 8106110205.
6. Land Corner Record and the terms, provisions, conditions and matters recited in Instrument No. 8210250156.
7. Covenants, conditions and restrictions and easements contained in Boundary Line Adjustment recorded June 13, 2016, under Recording No. 201606135006.

Said instrument supersedes that survey recorded under Recording No. 200103285005.

Matters disclosed by boundary line adjustment as follows:

A. Fence lines not conforming to boundary lines of Parcel D.

8. Transcript of Judgements and the terms and conditions thereof recorded under Instrument No's. 201509080187 and 202310120108
9. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Little Minter Creek, as said line exists today or may have existed in the past.
10. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
11. The right of use, control or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
12. Any question that may arise due to the shifting or change in the course of the Little Minter Creek or due to the Little Minter Creek having shifted or changed its course.
13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and

that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Key Peninsula Metropolitan Park District
Db a Key Pen Parks



Resolution No R 2025-05

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT FOR PEIRCE COUNTY PARCEL 0122152058 (CARLSON) AND ALL RELATED DOCUMENTS TO THE PURCHASE INCLUDING CLOSING DOCUMENTS

WHEREAS, the Board of Park Commissioners discussed the acquisition of the Carlson Property (Pierce County parcel 0122152058) during the Regular Meetings of March 20, 2023, August 12, 2024, February 10, 2025, and June 9, 2025; and

WHEREAS, the Board of Park Commissioners approved the purchase of the property on February 10, 2025, and the assignment agreement with Great Peninsula Conservancy on June 9, 2025; and

WHEREAS, various documents require a signature for closing and an amendment is needed to the Purchase and Sale Agreement.

NOW THEREFORE BE IT RESOLVED that the Board of Park Commissioners of Key Pen Parks hereby authorizes Executive Director Tracey Perkosky to execute the second amendment to the Purchase and Sale Agreement for Pierce County parcel 0122152058 (Carlson) and all related documents to complete the purchase of the Carlson property including closing documents.

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a Special Meeting held at Key Pen Parks Administrative Office, 5514 Key Peninsula Hwy NW, Lakebay WA this 16th day of June 2025.

Attest:

Key Peninsula Metropolitan Park District
Board of Park Commissioners
Pierce County, Washington

Linda Parry, President

Ed Robison, Vice President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Mark Michel, Member-at-Large