

**AGENDA**

**Bainbridge Island Metropolitan Park & Recreation District  
Regular Board Meeting 6:00 pm  
Thursday – September 19, 2024**

**Strawberry Hill Center**  
7666 High School Road NE  
Bainbridge Is, WA 98110  
206-842-5661

Remote access options for board meetings available at [www.biparks.org](http://www.biparks.org).

**10. CALL TO ORDER**

- 10.1** Roll Call
- 10.2** Adjustments to the Agenda
- 10.3** Conflict of Interest Disclosure
- 10.4** Mission Statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

**20. PUBLIC COMMENTS**

**30. BOARD CONSENT**

- 30.1** Minutes: Regular Board Meeting of September 5, 2024
- 30.2** Financial: Approval of vouchers and payroll.

**40. GENERAL BUSINESS**

- 40.1** 8 Acre Wood Property Transfer Roush (15 min)  
**Action:** Motion to approve.
- 40.2** Executive Director Hiring Process Kinney (15 min)  
**Action:** Information only.
- 40.3** Terry Lande Recognition DeWitt (15 min)  
**Action:** Information only.

**50. STAFF REPORT**

**60. UPCOMING MEETINGS**

10/03/24	Regular Board Meeting	6 pm	Strawberry Hill Center
10/03/24	Work Session	7 pm	Strawberry Hill Center
10/17/24	Regular Board Meeting	6 pm	Strawberry Hill Center
11/07/24	Regular Board Meeting	6 pm	Strawberry Hill Center
11/21/24	Regular Board Meeting	6 pm	Strawberry Hill Center

**70. BOARD MEMBER REMARKS**

**80. ADJOURNMENT**

**90. ADJOURN TO EXECUTIVE SESSION IF NEEDED**

**100. EXECUTIVE SESSION**

**110. RECONVENE TO REGULAR SESSION**

## 120. ADJOURNMENT

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### **Board Committees**

Governance  
Capital Facilities  
Program  
Budget & Finance  
Personnel  
Ad Hoc Committee: Forest Management  
Ad Hoc Committee: Sakai Site Planning

### **2024 Board Representatives**

Swolgaard/Janow  
  
Janow/DeWitt  
Kinney/Swolgaard

### **Board Liaisons**

Park District Committees:  
Trails Advisory Committee  
Dog Advisory Committee  
  
Community/Public Agencies:  
Bainbridge Island Parks & Trails Foundation  
Bainbridge Island School District  
City of Bainbridge Island

Goodlin/DeWitt  
Kinney/Janow

Goodlin/Janow

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT  
 REGULAR BOARD MEETING September 5, 2024  
 STRAWBERRY HILL CENTER**

**CALL TO ORDER:** A quorum being present, the meeting was called to order at 6:00 pm by Chair Swolgaard.

**BOARD MEMBERS PRESENT:** Ken DeWitt, Tom Goodlin, Dawn Janow, Jay Kinney, Tom Swolgaard.

**ADJUSTMENTS TO AGENDA:** Add an executive session topic for personnel.

**MISSION STATEMENT:** Chair Swolgaard read the Park District’s mission statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District’s parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

**BOARD CONSENT**

**APPROVAL OF MINUTES:**

Upon hearing there were no corrections to the minutes of the August 15, 2024 regular board meeting, Chair Swolgaard stated the minutes stand approved as submitted.

**APPROVAL OF PAYMENTS: MSC: DeWitt/Janow: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment.**

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
08/15/24	001 General Fund	28458-28482	22,687.46	08/15/24
08/21/24	001 General Fund 300 Capital Improvement Fund	28491-28579	602.13	08/21/24
08/30/24	001 General Fund	28591-28615	6,556.17	08/30/24
	001 General Fund (Aug. Payroll)	EFT & 3338-3348	578,605.95	
	001 General Fund (Aug. Payroll Benefits and Taxes)	EFT & 10019-10025	318,670.34	

**GENERAL BUSINESS**

**PRESENTATION FROM CITY OF BAINBRIDGE ISLAND REGARDING DRAFT ENVIRONMENTAL IMPACT STATEMENT:** Acting Executive Director Dan Hamlin introduced Senior Planner Peter Best with the City of Bainbridge Island. COBI is working on their comprehensive plan and Winslow sub-area plan update. As the main urban center on the island where most of the growth and jobs are located, Winslow is where the most work is needed to plan for growth over the next twenty years while maintaining the vision in the comprehensive plan. The draft environmental impact statement is the analysis and disclosure of what is being proposed, what the potential impacts are, and what can be done to minimize or mitigate the impacts. There are three alternatives in the DEIS put forth by COBI on which they are seeking comment: 1) no action (not consistent with mandates), 2) dense centers (go up), and 3) distributed density (go out). The outcome could be one of the alternatives or it could include parts from multiple alternatives. Alternatives 2 and 3 include adding a new park zone to the municipal code allowing for park specific uses and regulations. Currently most parks are in residential zones and there is a translation challenge between residential development standards and park uses and development. The DEIS outcome will influence capital facilities planning for the Park District regarding both the need for facilities as determined by levels of service and the geographical locations for those facilities. COBI will adopt the Park District’s comprehensive plan as an

element of their comprehensive plan which is in part a recognition of Park District expertise and state law requires some of the elements in the Park District's comprehensive plan in COBI's comprehensive plan.

**RESOLUTION 2024-09: AMENDED 2024 CAPITAL IMPROVEMENT FUND BUDGET:** Procurement Manager Michelle Miller said the first amendment to the 2024 Capital Improvement Fund budget was approved on April 18. Michelle Miller reviewed changes to the second amendment of the CIF including that: 1) the contractor for Phase I of the Ray Williamson pool renovation is now mobilized and expects to bill 40-50% of the contract cost in 2024, and 2) the Ray Williamson renovation planning total now includes the add service request that was approved at the May 2 board meeting and work for the discovered drain requirement from the Washington State Department of Health. **MSC: Janow/DeWitt: Motion to adopt the amended 2024 Capital Improvement Fund budget with the caveat that the information that was presented tonight is attached.**

Loanne Harmeling said the tennis community has a little over \$92,000 in the bank which is about half the matching funds they pledged to the two new tennis courts being built at Sakai Park.

**2025 BUDGET GOALS:** Assistant Executive Director Amy Swenson said challenges for 2025 include: 1) increases to liability and property insurance, 2) the closure of the Ray Williamson pool for renovation will reduce revenue, 3) aquatic scheduling issues are anticipated due to the Ray Williamson pool renovation closure, 4) hiring challenges in the park services division, and 5) Capital Improvement Fund planning and reserve management. Goals for 2025 include: 1) get Phase 2 of the Ray Williamson pool renovation underway, 2) comprehensive plan update, 3) continued commitment to sustainable practices such as electric equipment and solar energy, 4) accessibility plan, 5) planning for ballfield improvements, 6) develop procurement policies and procedures, 7) maintain 2.4 million dollars in reserves, 8) new website, 9) continue to improve IT infrastructure, 10) new recreation software, 11) update policy on cost recovery, and 12) plan to prioritize and fund land acquisition opportunities. Commissioner Janow suggested setting systems for prioritizing improvements and changes to facilities.

**INTEGRATED PEST MANAGEMENT REPORT AND ANNUAL HERBICIDE USE REQUEST:** Park Services Superintendent Lydia Roush said a great integrated pest management plan like what the Park District has includes cultural, physical, biological, and chemical controls. The infestation details help staff prioritize how to use and incorporate multiple control methods. Some IPM wins this year include that poison hemlock was eradicated at Schel Chelb Park, there is now minimal poison hemlock at Point White Pier, and staff has had great support from the community. There were challenges this year for herbicide application including a long and wet spring and a breezy summer. While it was disappointing that staff were not able to apply chemical controls it is also a testament to how precise staff are with application. By the time the weather improved it was late in the season and staff time was limited. There are continued challenges with broadleaf weeds on sports fields and staff would like to get them under control. **MSC: Janow/Kinney: Motion to approve herbicide application on athletic fields to reduce the severity of broadleaf weeds and improve playing conditions.** Commissioner DeWitt asked what specifically staff is planning to spray on the ballfields and Acting Executive Director Dan Hamlin replied that it is 2,4-D triclopyr mixture. Commissioner Kinney asked which fields will be treated and Lydia Roush replied that the fields at Battle Point Park, Strawberry Hill Park, Sands Ballfield, Rotary Park, and Hidden Cove Ballfields will be treated. Commissioner Swolgaard asked how long people must stay off the fields after application. Lydia Roush said until the product is dry, which depends on weather conditions, but is generally about an hour. It will be coordinated for when there will not be play on the fields, the fields will be closed, and there will be signs posted. Dan Hamlin said during the COVID-19 pandemic the turf program got cut so with this treatment and the reinstated cultural practices for the turf, staff are hoping for good results.

**GRANT OPPORTUNITY FOR POTENTIAL SOLAR ENERGY ADDITIONS AT BAINBRIDGE ISLAND RECREATION CENTER AND AQUATIC CENTER:** Park Services Superintendent David Harry said staff has solar energy proposals from two companies for

Bainbridge Island Recreation Center and the Aquatic Center. Before grants can be pursued, structural engineering calculations are needed to determine what the buildings can support.

**REMOTE ACCESS TO BOARD MEETINGS:** IT Manager Skye Carlson shared some research he has done regarding what Bainbridge Island Fire Department is doing to facilitate remote access to board meetings. He estimated that an improved system to support better audio for remote access to Park District board meetings would cost 5-10 thousand dollars. Acting Executive Director Dan Hamlin said the current plan is to continue with the current remote access system for board meetings through the budget process and decide as part of that process how to move forward by the end of the year.

### **STAFF REPORT**

Administrative Division: Assistant Executive Director Amy Swenson said the Office of the Washington State Auditor is scheduled to start the Park District's 2022-2023 audit at the end of November.

Park Services Division: Park Services Superintendent Lydia Roush said the Washington Department of Fish & Wildlife will be setting traps to see if there are any green crabs at Schel Chelb Park lagoon and Blakely Harbor Park mill pond. Park Services Superintendent David Harry said the summer camping season at Fay Bainbridge Park has gone well.

Recreation Division: Recreation Division Director Madison Collins said staff debriefed regarding summer programming today. Due to increased mindfulness surrounding staffing and offerings, 60% of programs were full this summer as opposed to 48% last summer and refunds were reduced this summer to 17% from 25% last summer. The Bainbridge Island Recreation Center pool will close for the season at the end of September.

Executive Services Manager Helen Stone updated the board on the four open public record requests that staff are working on. Acting Executive Director Dan Hamlin said the pickleball group is investigating creating a private pickleball facility. There will be a party in honor of retiring Executive Director Terry Lande on October 15 from 4:00-6:00 pm in the Bainbridge Island Recreation Center gymnasium.

### **BOARD MEMBER REMARKS:**

- Commissioner Goodlin said he went to the Bainbridge Island Parks & Trails Foundation meeting this week.
- Commissioner Kinney said he went to Bainbridge Island Parks & Trails Foundation's Party for Parks and said it was great fun and Park Services Superintendent Lydia Roush gave an informative presentation regarding forest health at Strawberry Hill Park.
- Commissioner Kinney said he and Commissioner Swolgaard have met with various groups and people about the executive director position.
- Commissioner Janow said it would be great to get the informative presentations slides shared tonight posted on the website.
- Commissioner DeWitt said he was also at Party for Parks, and he estimated that there were 100 people there.
- Commissioner DeWitt said he attended the lunch on the last day of Student Conservation Corps.
- Commissioner DeWitt said he attended the August 21 Sounds of Summer concert at Battle Point Park. Backstreet Jellyroll performed for the largest crowd this summer with an estimated 2,000-2,200 people in attendance.
- Commissioner DeWitt said he went to the recent Chamber of Commerce monthly mixer.
- Commissioner DeWitt asked about the Grand Forest trail run he has seen advertised and staff said they would investigate.

- Commissioner Swolgaard asked how the last night of Movies in the Park went, and Acting Executive Director Dan Hamlin said it went well and staff are ready to move on to Haunted Hayride.

**MEETING ADJOURNED** to a five-minute recess at 8:14 pm with announced time to reconvene at 8:19 pm. **MEETING RECONVENED** at 8:19 pm.

**MEETING ADJOURNED TO EXECUTIVE SESSION** at 8:19 pm for discussion of real estate and personnel with announced time to reconvene at 8:49 pm.

**MEETING RECONVENED** at 8:49 pm and **ADJOURNED TO EXECUTIVE SESSION** at 8:49 pm for continued discussion of the above items, with announced time to reconvene at 8:54 pm.

**MEETING RECONVENED** at 8:54 pm and **ADJOURNED TO EXECUTIVE SESSION** at 8:54 pm for continued discussion of the above items, with announced time to reconvene at 8:56 pm.

**MEETING RECONVENED** at 8:56 pm and **ADJOURNED** at 8:56 pm.

Helen Stone  
Dan Hamlin  
BAINBRIDGE ISLAND METROPOLITAN  
PARK & RECREATION DISTRICT

BY: \_\_\_\_\_  
John Thomas Swolgaard

BY: \_\_\_\_\_  
Dawn Janow

BY: \_\_\_\_\_  
Kenneth R. DeWitt

BY: \_\_\_\_\_  
Jay C. Kinney

ATTEST: \_\_\_\_\_  
Tom Goodlin

## DONATION AGREEMENT

This Donation Agreement (“Agreement”) is made this \_\_\_\_ day of September, 2024, by the Bainbridge Island Parks & Trails Foundation (“Foundation”) and the Bainbridge Island Metropolitan Park & Recreation District (“BIMPRD”).

### Background

- A. A generous Bainbridge Island resident has offered to donate property in the Rolling Bay area to be used for public park purposes.
- B. BIMPRD has long been interested in increasing the acreage devoted to parks in the Rolling Bay area, and is interested in accepting the donation.
- C. The Foundation has negotiated the terms of the donation in a document entitled “Gift Agreement,” a copy of which is attached (“draft Gift Agreement”).
- D. The draft Gift Agreement calls for the Foundation to pay for an appraisal not to exceed \$7500 and other transaction costs, including closing costs and taxes, and to assign the final Gift Agreement to BIMPRD prior to closing.
- E. The Foundation is willing to execute the draft Gift Agreement on condition that BIMPRD will accept assignment of the final Gift Agreement from the Foundation and compensate the Foundation for its appraisal and other costs related to the transaction.

Therefore, the Foundation and BIMPRD agree as follows:

### Agreement

1. Foundation will execute the final Gift Agreement in substantially the form of the draft Gift Agreement.
2. BIMPRD will gratefully accept donation of the Rolling Bay property pursuant to the terms of the final Gift Agreement, and accordingly will accept assignment of the final Gift Agreement from the Foundation.
3. BIMPRD will compensate the Foundation for the appraisal and other costs related to the transaction.
4. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is subject to the laws of the State of Washington. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter hereof.

[Signatures on next page]

**FOUNDATION:**

Bainbridge Island Parks & Trails Foundation

By \_\_\_\_\_  
Mary Meier  
Executive Director

Date: \_\_\_\_\_

**BIMPRD:**

Bainbridge Island Metropolitan Park and Recreation District

By: \_\_\_\_\_  
Dan Hamlin  
Executive Directo

Date: \_\_\_\_\_ r



**REAL ESTATE GIFT AGREEMENT  
(8 Acre Woods)**

This Real Estate Gift Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between \_\_\_\_\_, (DONOR) and BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION, a nonprofit corporation of the State of Washington, (“**Foundation**”), together referred to in this document as “**Parties.**”

**RECITALS**

**A.** DONOR owns unoccupied wooded real estate of approximately 8 acres near Rolling Bay, Washington, which is legally described on Exhibit A attached to this Agreement (the “**Property**”);

**B.** DONOR desires that the Property be owned by the Bainbridge Island Metro Park & Recreation District (“**District**”) and used for walking trails; and

**C.** The Parties desire that the Foundation facilitate the transfer of the Property from DONOR to the District.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. Gift without Monetary Consideration.** The Property is not encumbered by any debt and, subject to the terms and conditions of this Agreement, DONOR agrees to give the Property to Foundation without receiving monetary consideration, and Foundation agrees to accept the Property from DONOR, on and subject to the terms and conditions herein set forth.

**2. Conditions of Gift.** In addition to the terms and conditions of this Agreement, DONOR’s conveyance of the Property is expressly conditioned upon receipt by DONOR of written confirmation that (a) Foundation has all necessary approvals to participate in this transaction to facilitate conveyance of the Property to the District, and (b) the District has approved conveyance of the Property to the District.

**3. Confidentiality, Announcements, and Fundraising.** The Foundation shall make reasonable efforts to maintain the anonymity of the donor and its member(s) unless the donor provides prior consent to public disclosure of such identity. Prior to Closing, the Foundation will provide DONOR the opportunity to review and approve public announcements, mailings, fundraising materials, and other written materials before making announcements or distributing materials.

**4. Appraisal.** Promptly after execution of this Agreement, DONOR will engage an appraiser to perform a qualified appraisal of the Property (“**Appraisal**”). If the transaction closes or if the transaction fails to close due to the default of Foundation, then Foundation will pay the cost of the Appraisal directly to the Appraiser, in an amount not to exceed \$7500, but, if the Foundation is ready, willing, and able to close but DONOR fails to close for any reason, then the Foundation will not be obligated to pay the cost of the Appraisal, and, if previously paid by the Foundation, DONOR will reimburse Foundation the amount so paid. The Foundation acknowledges that the Appraisal may occur

after Closing (defined below). The Foundation's payment obligation under this Section 4 shall survive the Closing.

**5. Access to Property and Inspections.** The Foundation shall obtain DONOR's prior approval before accessing the Property or performing any inspection of the Property.

**6. Title Insurance.** The Foundation may elect to obtain a commitment of title insurance from the Aegis Land Title Group through Closing Agent and DONOR authorizes the Foundation to order such commitment from the Closing Agent. DONOR shall not be obligated to remove any exceptions appearing on the title commitment or incur any costs in connection with the title review process. The deadline for recording the Deed shall not be extended by the title review process or any objections that the Foundation may have to the condition of title to the Property. The Foundation may, however, decline to accept conveyance of the Property and terminate this Agreement based on the condition of title, such decision to be in the sole discretion of Foundation.

**7. Real Estate Excise Tax.** The Parties intend that DONOR's conveyance of the Property constitutes a "Gift" and will therefore be exempt from the Real Estate Excise Tax pursuant to WAC 458-61A-201(1) ("**REET**"). The Parties agree to execute a Real Estate Excise Tax Affidavit ("**REETA**") asserting the "Gift" exemption and to record such REETA with the Deed. As required under WAC 458-61A-201(1), the Parties further agree to sign a supplemental statement attesting to the absence of any underlying debt on the Property.

**8. Prorations.** Property taxes and other governmental fees, charges, and assessments shall be prorated as of the date of recording the Deed and each Party shall pay its share of prorations through the Closing Agent. The Foundation is advised to verify the existence and amount of any fees, charges, and assessments against the Property.

**9. Transaction and Closing Costs.** The Foundation agrees to pay all costs incurred in connection with DONOR's conveyance of the Property to the Foundation, including, without limitation, the cost of the Appraisal, title and escrow fees, recording fees for the Deed, any REET due on the transaction notwithstanding the Parties' claimed exemption, the REET fees charged in connection with recording the REETA, and all other costs incurred in connection with this transaction (collectively, "**Closing Costs**"). All payments by the Foundation shall be made directly to the party entitled to payment, and not to DONOR. Closing Costs shall not include attorney's fees incurred by either Party. The Foundation's obligation under this Section 9 shall survive termination of this Agreement and recording of the Deed.

**10. Closing.**

**10.1** The closing of the gift of the Property by DONOR to the Foundation shall occur through escrow at Aegis Land Title of Bainbridge Island ("**Closing Agent**") in the manner set forth below (the "**Closing**") on the earlier to occur of (the "**Closing Date**"): (a) October 4, 2024; and (b) the date that is fifty-five (55) calendar days after the valuation effective date under the Appraisal. If the Closing has not occurred by the Closing Date, DONOR may terminate this Agreement by giving notice of termination to Foundation and neither Party shall have any further obligations hereunder except those that specifically survive termination of this Agreement

**10.2** At or prior to Closing:

**10.2.1** DONOR will deliver or cause to be delivered through escrow:

**10.2.1.1** a Quitclaim Deed, substantially in the form attached hereto as Exhibit C (the “**Deed**”);

**10.2.1.2** evidence satisfactory to the title company issuing the title commitment that the person executing the closing documents on behalf of DONOR has full right, power and authority to do so;

**10.2.1.3** any other instruments reasonably necessary to close this Agreement.

**10.2.2** Foundation will deliver or cause to be delivered through escrow, a duly executed copy of the Declaration of Restrictive Covenants attached hereto as Exhibit B (“**Covenants**”), which Covenants shall be recorded immediately after the Deed.

**10.3** DONOR and Foundation shall provide escrow instructions to Closing Agent Company consistent with this Agreement as necessary to consummate the closing as described above.

**10.4** Foundation shall be entitled to possession of the Property on Closing.

**11. Default; Remedies.** Except as provided in Section 4 and claims related to obligations that specifically survive termination of this Agreement, termination of this Agreement shall be the sole and exclusive remedy in the event of a default by either Party under this Agreement and each Party hereby unconditionally waives and releases all claims against the other Party arising out of this Agreement.

**12. As-Is.** Except as provided in Section 13 below: (a) DONOR makes no representations or warranties of any kind, express or implied, concerning the Property or its condition, value, boundaries, encroachments, adverse claims of use or ownership, compliance with laws, status of title, or any other matter or aspect of the Property, and no person or entity representing or claiming to represent DONOR has made any such representations or warranties concerning the Property; and (b) The Foundation agrees to accept the Property AS IS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE, all of which are hereby unconditionally and irrevocably waived and forever discharged. The terms of this Section 12 shall survive recording of the Deed.

**13. Environmental.** DONOR has no actual knowledge of any environmental contamination on the Property. DONOR has not performed any investigation to determine the presence or absence of such contamination and the Foundation acknowledges that DONOR has no duty to do so

**14. Notices.** Any notice required by this Agreement shall be in writing and either delivered personally or sent by certified U.S. mail or courier service, postage or delivery charges prepaid, to the following addresses until or unless a written notice of change of address is delivered to the other by U.S. mail to the last known address:

**IF TO DONOR:**

**IF TO FOUNDATION:**

Bainbridge Island Parks & Trails  
Foundation  
PO Box 11127  
Bainbridge Island, WA 98110  
Attn: Executive Director

**15. Seller Disclosure Statement.** The Foundation waives the right to receive a Seller Disclosure Statement, except to the extent waiver is not permitted under RCW 64.06.010(7).

**16. Miscellaneous.** All of the Foundation's payment obligations hereunder shall survive termination of this Agreement and recording of the Deed. Time is of the essence in this Agreement. The Recitals to this Agreement and Exhibits A through C attached to this Agreement are hereby incorporated into this Agreement by reference. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the Parties hereto, and their respective successors, assigns and heirs; provided that except as expressly permitted under this Agreement, no rights or interests under this Agreement shall be assigned without the written consent of both Parties. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and it supersedes all prior written and oral negotiations, representations, agreements or arrangements between the Parties. This Agreement shall not be varied, amended, or superseded except by written agreement between the Parties hereto. The Agreement shall be governed by the internal laws of the State of Washington, without regard to the application of any conflicts of law principles. This Agreement may be executed in one or more counterparts, which may be transmitted electronically (including a PDF transmission of a wet ink signature), each of which shall constitute an original and all of which taken together shall constitute a single original agreement. The Parties expressly intend to be bound by authenticated electronic signatures (e.g. Adobe Sign, DocuSign, etc.).

**17. Assignment to Park District.** To facilitate transfer of the Property to District, the Parties intend that this Agreement and all of Foundation's rights and obligations thereunder will be assigned to and assumed by District prior to Closing, and that thereafter District will perform under this Agreement in the name, place and stead of Foundation, including, without limitation, participation in the Closing as the grantee under the Deed and the Grantor under the Covenants. The form of assignment and assumption is attached to this Agreement as Exhibit D. Upon such assignment and assumption of Foundation's rights and obligations hereunder by District, The District shall be responsible for all of the Foundation's obligations hereunder and Foundation shall have no further liability or obligations of any kind under this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

EXECUTED in duplicate original on the day and year first above written,

<b>DONOR:</b>  By _____	<b>FOUNDATION:</b>  By _____ Mary Meier Executive Director
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Exhibits:

Exhibit A: Description of Property

Exhibit B: Declaration of Restrictive Covenants

Exhibit C: Quitclaim Deed

Exhibit D: Assignment and Assumption Agreement

## **Exhibit A**

### **Description of Property**

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 9412010014; THAT PORTION OF BLOCK 2 OF THE PLAT OF MANITOU PARK, RECORDED IN VOLUME 3 OF PLATS, PAGE 31, RECORDS OF KITSAP COUNTY, WASHINGTON, LYING WITHIN SECTION 14, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF MOUNTAIN VIEW ROAD NE, S65\*33'10 E 363.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, S08\*22'50 W 70.00 FEET; THENCE S65\*33'10 E 67.00 FEET; THENCE N8\*22'50 E 70.00 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY, S65\*33'10 E 165.77 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY, S0\*30'24 W 137.00 FEET; THENCE S46\*23'02 W 97.51 FEET; THENCE S0\*30'24 W 300.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF NE OCEAN DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S82\*13'50 W 486.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MANITOU BEACH DRIVE NE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N0\*55'50 E 817.00 FEET TO THE POINT OF BEGINNING; SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**Exhibit B**

**Declaration of Restrictive Covenants**

[See next page]

After Recording Return to:  
Lipton Law Group, PLLC  
P.O. Box 11768  
Bainbridge Island, WA 98110

## DECLARATION OF RESTRICTIVE COVENANTS

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<u>Grantor:</u>	Bainbridge Island Metropolitan Park and Recreation District
<u>Grantee:</u>	DONOR
<u>Abbrev Legal Description:</u>	Ptn of Block 2, Manitou Park, Section 14, Township 25 N, Range 2 E of W.M.
<u>Assessor's Parcel Numbers:</u>	4156-002-001-0108
<u>Documents Assigned or Released:</u>	N/A

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This DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is executed, declared, and recorded by the above-named Grantor.

### Recitals

A. Grantor holds fee simple title in and to that certain real property legally described on Exhibit A attached hereto and incorporated herein by reference ("Property"):

B. DONOR donated the Property to Grantor pursuant to that certain Real Estate Gift Agreement under which Grantor agreed to restrict the use of the Property as set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares and establishes that the Property shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved in strict accordance with this Declaration which shall run with the land as a perpetual encumbrance, on the following terms and conditions.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Use and Improvement of Property. Grantor hereby agrees that the use of the Property shall be strictly limited, in perpetuity, to pedestrian-only walking trails ("Trails") and for no other purpose whatsoever. Grantor may, in its discretion and at its expense, install and maintain Trails-related



facilities, including, without limitation, benches, view platforms, boardwalks, bridges and necessary infrastructure (including, without limitation, support walls, drainage and culverts). Subject to available funding and staffing, Grantor shall use reasonable efforts to maintain the Trails and related facilities, and manage vegetation in a manner that is conducive to pedestrian use of the Trails. Grantor shall place signs at the entrances to the Trails notifying users that the Trails are for “Walking Trails Only.”

2. General Terms. Recitals A and B are hereby incorporated into the body of this Agreement. All covenants, conditions, restrictions, and agreements in this Declaration shall run with the land and apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Declaration represents the entire agreement between the parties with respect to the subject matter herein and may not be modified or amended except by a written agreement executed and acknowledged by the Grantor and Grantee.

DATED AS OF this \_\_\_\_ day of \_\_\_\_\_, 2024

**GRANTOR**

Bainbridge Island Metropolitan Park and  
Recreation District

\_\_\_\_\_  
Dan Hamlin, Executive Director

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Dan Hamlin is the person who appeared before me and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director of Bainbridge Island Metropolitan Park and Recreation District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**[EXHIBIT ON FOLLOWING PAGE]**

**EXHIBIT A**

(Legal Description of Restricted Property)

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 9412010014; THAT PORTION OF BLOCK 2 OF THE PLAT OF MANITOU PARK, RECORDED IN VOLUME 3 OF PLATS, PAGE 31, RECORDS OF KITSAP COUNTY, WASHINGTON, LYING WITHIN SECTION 14, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF MOUNTAIN VIEW ROAD NE, S65\*33'10 E 363.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, S08\*22'50 W 70.00 FEET; THENCE S65\*33'10 E 67.00 FEET; THENCE N8\*22'50 E 70.00 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY, S65\*33'10 E 165.77 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY, S0\*30'24 W 137.00 FEET; THENCE S46\*23'02 W 97.51 FEET; THENCE S0\*30'24 W 300.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF NE OCEAN DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S82\*13'50 W 486.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MANITOU BEACH DRIVE NE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N0\*55'50 E 817.00 FEET TO THE POINT OF BEGINNING; SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD

**Exhibit C**

**Form of Quitclaim Deed**

**WHEN RECORDED, RETURN TO:**

Bainbridge Island Metropolitan  
Park & Recreation District  
8521 Madison Avenue  
Bainbridge Island, WA 98110

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<u>Grantors:</u>	DONOR
<u>Grantee:</u>	Bainbridge Island Metropolitan Parks & Recreation District, a nonprofit corporation of the State of Washington
<u>Abbrev Legal Description:</u>	Portion of Block 2, Manitou Park, Section 14, Township 25N, Range 2E of W.M.
<u>Assessor's Parcel Numbers:</u>	4156-002-001-0108
<u>Documents Assigned or Released:</u>	N/A

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**QUIT CLAIM DEED  
(Gift Deed)**

The Grantor, DONOR, as a gift and for no monetary consideration, conveys and quit claims to Bainbridge Island Metropolitan Parks & Recreation District, the Grantee, the following described real estate, situated in the County of Kitsap, State of Washington together with all after acquired title of the grantor therein:

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 9412010014; THAT PORTION OF BLOCK 2 OF THE PLAT OF MANITOU PARK, RECORDED IN VOLUME 3 OF PLATS, PAGE 31, RECORDS OF KITSAP COUNTY, WASHINGTON, LYING WITHIN SECTION 14, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF MOUNTAIN VIEW ROAD NE, S65\*33'10 E 363.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, S08\*22'50 W 70.00 FEET; THENCE S65\*33'10 E 67.00 FEET; THENCE N8\*22'50 E 70.00 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY, S65\*33'10 E 165.77 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY, S0\*30'24 W 137.00 FEET; THENCE S46\*23'02 W

97.51 FEET; THENCE S0\*30'24 W 300.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF NE OCEAN DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S82\*13'50 W 486.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MANITOU BEACH DRIVE NE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N0\*55'50 E 817.00 FEET TO THE POINT OF BEGINNING; SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

DONOR

By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and, known or identified to me to be the \_\_\_\_\_ of \_\_\_\_\_, the entity that executed the within instrument, or the persons who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the state of \_\_\_\_\_

residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**Exhibit D**

**Assignment and Assumption Agreement**

**Assignment and Assumption of Gift Agreement**

Without consideration except for District's covenants contained herein, the Foundation hereby assigns to District all of the Foundation's rights and obligations under the foregoing Real Estate Gift Agreement ("Gift Agreement"). District hereby accepts this assignment and assumes and agrees to pay or perform all of the Foundation's liabilities and obligations under the Gift Agreement.

Foundation and District mutually agree to waive any claims they might have against the other, and to hold harmless and indemnify the other from any claims, related to this transaction and District's subsequent ownership of the Property described in the Gift Agreement.

**FOUNDATION:**

By \_\_\_\_\_  
Mary Meier  
Executive Director

Date: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Dan Hamlin  
Executive Director

Date: \_\_\_\_\_ r