AGENDA

Bainbridge Island Metropolitan Park & Recreation District
Regular Board Meeting 6:00 pm
Thursday – September 4, 2025

Strawberry Hill Center
7666 High School Road NE
Bainbridge Is, WA 98110
206-842-0501

Remote access options for board meetings available at 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 August 21, 2025
30.2 Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

40.1	Land Use Agreement Amendment with Bainbridge Prepares **Action:** Motion to approve.	Harry	(10 min)
40.2	Comprehensive Plan Update **Action:** Information only.	Keough	(10 min)
40.3	Interlocal Agreement with Kitsap County Sewer District #7 for Fort Ward Hall **Action:** Possible motion to approve.	Hamlin	(5 min)
40.4	Lease Agreement with Kitsap County Sewer District #7 for Fort Ward Hall **Action:** Possible motion to approve.	Hamlin	(5 min)

50. STAFF REPORT

60. UPCOMING MEETINGS

09/18/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
10/02/25	Special Board Meeting – 2026 Budget Work Session	4:00 pm	Strawberry Hill Center
10/02/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
10/16/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
11/06/25	Regular Board Meeting	6:00 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

Board Committees	**2025 Board Representatives**
Governance	Goodlin/Janow
Capital Facilities	
Program	
Budget & Finance	Kinney/DeWitt
Personnel	Goodlin/Swolgaard
Ad Hoc Committee: Comprehensive Plan	Janow/Kinney
Board Liaisons	
Park District Committees:	
Trails Advisory Committee	DeWitt/Swolgaard
Community/Public Agencies:	
Bainbridge Island Parks & Trails Foundation	Kinney/Swolgaard
Bainbridge Island School District	
City of Bainbridge Island	

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING August 21, 2025
STRAWBERRY HILL CENTER

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

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

ADJUSTMENTS TO AGENDA: Add an executive session.

CONFLICT OF INTEREST DISCLOSURE: None

MISSION STATEMENT: Vice-Chair Janow read the 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.

PUBLIC COMMENTS

Kellie Houghtaling spoke in support of sailing programs and moving the sail float replacement project forward.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon making the following revisions to the minutes of the August 7, 2025 regular board meeting, Vice-Chair Janow stated the minutes stand approved as corrected: Remove the approval of the July payroll which will be reapproved at this meeting with the correct batch amount read aloud during the approval of payments motion.

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

Batch Date	Fund Number and Name	Warrant Numbers	Total Batch Amount
7/31/2025	001 General Fund (July Payroll)	EFT & 3445-3454	$557,268.85
8/12/2025	001 General Fund	30547-30577	$522,095.69
8/15/2025	001 General Fund	30578	$20,657.73
8/19/2025	001 General Fund 300 Capital Improvement Fund	30579-30625	$142,496.57

GENERAL BUSINESS

COMPREHENSIVE PLAN UPDATE: Senior Planner Matthew Keough said the survey results report was done by a professional survey group and includes both the statistically valid and open survey results. The survey results are one piece of information that will inform the demands and needs analysis in the updated Comprehensive Plan. The goals and objectives for the plan are being analyzed currently based on community feedback. Executive Director Dan Hamlin said there was an impressive amount of public participation with over 1,200 people responding between the statistically valid and open survey.

Adam Hunt emphasized the importance of the narrative and text of the survey report matching the data.

Commissioner DeWitt noted that there is a disconnect regarding feedback related to funding preferences. Respondents indicated 68% favorability in the statistically valid survey and 75% favorability in the open survey for bond passage as a funding source. However, passing a bond creates property tax increases and the favorability for property tax increases was

40% from the statistically valid survey and 45% from the open survey. It is widely accepted that about 75% favorability from the community is desired to determine consensus for putting a bond on the ballot and the District will need to consider these numbers when talking about funding. Current property tax assessment levels also need to be considered when asking the community for financial support. If the measures on the ballot this fall pass to increase funding for Bainbridge Island Fire Department and Bainbridge Island School District, property taxes will increase. The District needs to coordinate with other agencies regarding potential upcoming property tax increase requests and on improvements planned for publicly owned facilities which will impact community needs. Commissioner Janow asked how much the District will be a part of shaping the future versus responding to the current population. Commissioner Swolgaard said there is a lot of information in the survey report that needs to be digested. Senior Planner Matthew Keough explained that the confidence level is about 95% that the same results would be obtained if the statistically valid survey was reissued.

PROJECT AGREEMENT WITH BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION FOR PICKLEBALL COURT CONVERSION: Park Services Division Director Lydia Roush said that since Bainbridge Island Parks & Trails Foundation began fundraising for the conversion of the Battle Point Park tennis courts to pickleball courts, Bainbridge Pickleball Club became a non-profit organization and did some additional fundraising for the conversion project. The BIPTF raised $53,272 for the court conversion. **MSC: DeWitt/Swolgaard: Move to approve the donation agreement between Bainbridge Island Metropolitan Park & Recreation District and the Bainbridge Island Parks & Trails Foundation regarding the pickleball courts at Battle Point Park and as part of that the agreement between Bainbridge Island Metropolitan Park & Recreation District and Bainbridge Island Pickleball.**

PROJECT AGREEMENT WITH BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION FOR SAIL FLOAT REPLACEMENT: Executive Director Dan Hamlin said that at the last board meeting the sailing community shared their support for the sail float replacement project. The Bainbridge Island Parks & Trails Foundation is willing to form a project agreement with the District to form a committee to help fundraise. Staff recommend approving the agreement so that discussions can start immediately. **MSC: DeWitt/Kinney: Move to approve the project agreement for sail float replacement with the Bainbridge Island Parks & Trails Foundation.**

STAFF REPORT

Park Services Division: Park Services Superintendent David Harry said the new roof on the Eagledale Park picnic shelter is complete. In preparation for the contractors being on site, staff will finish moving utilities out of the expansion area on the north side of the courts that are being converted for pickleball. The transition period between the closing of the old and the opening of the new restrooms by KidsUp! Playground will be minimized as much as possible. The grand opening for the mountain bike park in Strawberry Hill Park is tentatively scheduled for mid-September. Park Services Division Director Lydia Roush said staff are redoing the lips of the Rotary Park ballfields. The final summer session of Student Conservation Corps ended this week. Senior Planner Matthew Keough said there will be a joint session with the City of Bainbridge Island on September 11 to review public input for the ADA transition plan.

Recreation Division: Recreation Division Director Madison Collins said next week is the last week of summer camps. Summer camps were at 70% capacity this year, up from 56% last year. The refund rate for summer camps is down to 15% this year from 25% last year. The interview process for the art and enrichment program manager position has begun and the adaptive recreation program coordinator position has been posted.

Executive Director Dan Hamlin said he has a meeting scheduled with City Manager Blair King to discuss the City of Bainbridge Island implementing a park zone. District staff will be meeting with National Park Service staff to discuss next

steps regarding the cooperative management agreement for the Bainbridge Island Japanese American Exclusion Memorial. This year's Haunted Hayride event is nearly sold out already.

BOARD MEMBER REMARKS:

- Commissioner Kinney said he attended the Founders Tournament at Battle Point Park and complimented District staff on doing a great job supporting the event.
- Commissioner Kinney spoke in support of the District working with the City of Bainbridge Island to get their support on the sail float replacement project.
- Commissioner Janow said she recently visited Strawberry Hill Bike Park, which is still under construction, and it looks great.
- Commissioner Janow stated her support for getting more historical information into parks.

MEETING ADJOURNED TO EXECUTIVE SESSION at 6:46 pm for discussion regarding performance of a public employee per RCW 42.30.110(1)(g) with announced time to reconvene at 6:56 pm.

MEETING RECONVENED at 6:56 pm and **MEETING ADJOURNED** to a five-minute recess at 6:57 pm with announced time to reconvene at 7:02 pm.

MEETING RECONVENED at 7:02 pm and **ADJOURNED TO EXECUTIVE SESSION** at 7:02 pm for continued discussion of the above item, with announced time to reconvene at 7:12 pm.

MEETING RECONVENED at 7:12 pm and **ADJOURNED** at 7:12 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
Tom Goodlin

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
John Thomas Swolgaard

ATTEST: _____
Kenneth R. DeWitt

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT LEAD AGENCY

City of Bainbridge Island
280 Madison Ave. N
Bainbridge Island, WA. 98110
206-842-7633

INCIDENT NAME: _____

INCIDENT NUMBER: _____

PROPERTY OWNER

Bainbridge Isl. Metropolitan Parks & Recreation District
7686 High School Road NE
Bainbridge Island, WA 98110

POINT OF CONTACT: David Harry
EMAIL: dharry@biparks.org
PAYMENT ADDRESS: accountspayable@biparks.org
Tax ID#: 38-2721374

EFFECTIVE DATES

Beginning Date:7/17/2025

Ending Date:*Open

* Incident Lead Agency and Property Owner may jointly modify the Ending Date by way of hand-written edits and initials by authorized individuals.

ADDITIONAL ORGANIZATIONS ASSIGNED UNDER THE DIRECTION AND/OR COORDINATION OF THE LEAD AGENCY:

NAME: **Bainbridge Prepares**
TYPE: ☐ SMALL BUSINESS ☐LARGE BUSINESS ☐SMALL DISADVANTAGED OWNED ☐WOMEN OWNED ☐HUBZONE ☐SERVICE DISABLED VETERAN **X** PUBLIC ENTITY ☐ GOVERNMENT/AGENCY/DISTRICT ☐OTHER
POINT OF CONTACT: Anne Lesage
EMAIL: alesage@bainbridgewa.gov
PHONE:206-780-8629

NAME: **Bainbridge Fire Department**
TYPE: ☐ SMALL BUSINESS ☐LARGE BUSINESS ☐SMALL DISADVANTAGED OWNED ☐WOMEN OWNED ☐HUBZONE ☐SERVICE DISABLED VETERAN ☐ PUBLIC ENTITY **X** GOVERNMENT/AGENCY/DISTRICT ☐OTHER
POINT OF CONTACT: Jared Moravec, Chief
EMAIL: jmoravec@bifd.org
PHONE:

NAME: **Bainbridge Police Department**
TYPE: ☐ SMALL BUSINESS ☐LARGE BUSINESS ☐SMALL DISADVANTAGED OWNED ☐WOMEN OWNED ☐HUBZONE ☐SERVICE DISABLED VETERAN ☐ PUBLIC ENTITY **X** GOVERNMENT/AGENCY/DISTRICT ☐OTHER
POINT OF CONTACT: Joe Clark, Chief
EMAIL:jclark@bainbridgewa.gov
PHONE:206-842-5211

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as: **Emergency Incident HUB and HUB Storage Facilities.**

Including:
Emergency staging, storage area, and radio communications site located at 7686 High School Road NE.

Shelter, Laydown Area, Helipad LZ, Debris Storage, and Operations Center site located at 7666 High Scholl Road NE

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Strawberry Hill Park
7666 High School Road NE
47 33' 12" N
122 32' 53" W
Approx. ½ mile SW from City of Bainbridge Island EOC

17.62 total acres. Approximately 5 acres of useable open area.
Two separate restroom facilities. One at the north sports field area and the second on the south near the park entrance.

Mini Gym building. Approximately 500 square feet of indoor open area with attached restroom. Used as Medical Screening in past incidents.

Strawberry Hill Center building. Approximately 2500 square feet of indoor areas are divided into three usable rooms with two restrooms

Sports Fields. One large sports field that can be used for a tent area or Helipad LZ. One small baseball field can be used as a tent area.

Parking areas. Parking areas distributed throughout the park. Approx 5000 square feet of parking area.

Strawberry Hill (Lande) Administrative Storage Area.
47 38' 11" N
122 32' 48" W
Adjacent to Strawberry Hill Park to the East.

This area is for joint use by the Bainbridge Island Metro Park & Recreation District for storage and Bainbridge Prepares storage and communications operations.

Approximately 12,720 square feet of chain link and barbed wire secured area. Accessed through drinve and parking area of the Administration Building.

Existing 10X20 Conex Box

Existing 20K propane generator and 200-gallon propane tank. Generator is non operable.

Existing triangular steel communications tower.

USE RATE: For each day that the land/facilities are used during an **incident emergency HUB activation**, the Incident Lead Agency will pay the owner the sum of $ 200.00 for each area. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be $ 2,000.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed $ 20,000.00, regardless of the length of use. Payment shall be in accordance with the Incident Lead Agency payment procedures.

REIMBURSEMENT: The Incident Lead Agency shall reimburse the owner for the following expenses (e.g., utilities, wages paid to owner agents, material costs):

Payment shall be in accordance with the Incident Lead Agency reimbursement procedures.

RESTORATION: Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted in writing to Incident Lead Agency for reimbursement in accordance with Lead Agency reimbursement procedures. Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident. Owner and Lead Agency shall jointly fill out Attachment 1 immediately prior to and following Lead Agency's occupancy of the land/facility. Attachment 1 will be the basis upon which owner and Lead Agency determine whether and how much Lead Agency reimburses owner for costs of restoration.

ALTERATIONS: The Incident Lead Agency may make non-permanent alterations upon the land/facilities, including the following: post fixtures or signs, erect temporary structures, install temporary culverts and trenching for utilities. Such alterations shall be the property of the Lead Agency and will be removed by the Lead Agency after the termination of the emergency use, unless otherwise agreed. Lead agency may make permanent alterations within the 7686 Administrative storage area to only the Communications Tower and the Back Up power system. These alternations and associated infrastructure are to be maintained by the Lead Agency and forfeited to the owner upon termination of this agreement or any other binding agreement for this location.

OTHER: Describe in detail: _____.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	INCIDENT LEAD AGENCY SIGNATURE:	DATE:
PRINT NAME AND TITLE: **PHONE NUMBER:** **EMAIL:**		PRINT NAME AND TITLE: **PHONE NUMBER:** **EMAIL:**	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/condition immediately prior to Lead Agency's occupancy.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	LEAD AGENCY AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos/condition immediately following Lead Agency's occupancy.

☐ NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE $_____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Owner hereby releases the Lead Agency from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	LEAD AGENCY AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY SEWER DISTRICT NO. 7 AND BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT FOR THE TRANSFER OF PROPERTY

This **INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY SEWER DISTRICT NO. 7 AND BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT FOR THE TRANSFER OF PROPERTY** ("Agreement") is made and entered into by Kitsap County Sewer District No. 7, a Washington State municipal corporation (the "Sewer District"), and the Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation (the "Park District"). The Sewer District and the Park District are each a "Party" and collectively "the Parties." This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

I. RECITALS

WHEREAS, on ____ the Sewer District entered into an Asset Disposition Agreement with Public Utility District No. 1 of Kitsap County (the "PUD") whereby the Sewer District agreed to convey substantially all of the Sewer District's asset to the PUD, and in exchange, the PUD agreed to assume the Sewer District's service to the Sewer District customers; and

WHEREAS, the Sewer District and the PUD agreed to exclude certain real property from the Asset Disposition Agreement as the PUD does not permanently require the use of the real property; and

WHEREAS, the Parties wish to transfer the Fort Ward Community Hall, which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110, ("Property") from the Sewer District to the Park District and then enter into a lease under which the Sewer District rents a portion of the Property from the Park District; and

WHEREAS, pursuant to RCW 39.33.020, the Sewer District provided notice to the public and conducted a public hearing on _____, regarding its plan to surplus the Property; and

WHEREAS, the Parties are authorized pursuant to RCW 39.33.010 to "sell, transfer, exchange, lease or otherwise dispose any property, real or personal … on such terms and conditions as may be mutually agreed upon by the proper authorities" of the Sewer District and of the Park District;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Sewer District and the Park District as follows:

II. AGREEMENT

1. RECITALS. The foregoing recitals are adopted as true and incorporated by reference in this Agreement

2. TRANSFER. The Parties hereby agree as follows:

a. The Sewer District shall execute a Quit Claim Deed ("Deed"), in the form attached hereto as **Exhibit A**, conveying the Property to the Park District within ten (10) days of execution of this Agreement.

b. Concurrently with the recording of the Deed, the Parties shall execute a Lease ("Lease"), in the form attached hereto as **Exhibit B**, granting a 99-year tenancy in a portion of the Property to the Sewer District.

3. CONSIDERATION

The Lease is consideration for the Deed. As further consideration under this agreement, the Sewer District is relieved from the obligations of ownership while retaining the right to use a portion of the Property that will support the Sewer District's operations. The Park District, on the other hand, obtains title to the Property. Such consideration constitutes true and full value under RCW 39.33.010 and RCW 43.09.210.

4. DURATION OF AGREEMENT – TERMINATION

This Agreement shall become effective upon execution by both Parties and shall terminate when the Parties have completed those duties enumerated in Paragraph 2 above. Prior to the recording of the Deed, either Party may terminate this Agreement at any time upon the giving of ten (10) days' advance written notice to the other Party.

5. COMPLIANCE WITH RCW 39.34.040

This Agreement shall be filed with the Kitsap County Auditor or, alternatively, listed by subject on the Parties' websites or other electronically retrievable public source.

6. NO SEPARATE ENTITY - ADMINISTRATOR

No separate legal entity has been created pursuant to this Agreement. The Park District is designated as the administrator of this Agreement.

7. FINANCING

No financing is necessary for this Agreement, and therefore no budget shall be established or maintained.

8. EXTENT OF AGREEMENT AND MODIFICATION

This Agreement, together with attached **Exhibits A** and **B**, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument signed by the Parties.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action related to this Agreement shall lie exclusively in the Superior Court of Washington for Kitsap County, Washington.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the later of the signature dates included below.

KITSAP COUNTY SEWER DISTRICT #7	BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT
By: _____	By: _____
Name/Title: _____	Dan Hamlin, Executive Director
Date: _____	Date: _____

Attached:

Exhibit A – Quit Claim Deed
Exhibit B – Lease

Exhibit A

WHEN RECORDED RETURN TO:

Law Office of Hayes Gori, PLLC
271 Wyatt Way NE, Suite 112
Bainbridge Island, WA 98110

RECORDED AT REQUEST OF: Law Office of Hayes Gori, PLLC

QUIT CLAIM DEED

GRANTOR: Kitsap County Sewer District # 7

GRANTEE: Bainbridge Island Metropolitan Park and Recreation District

Grantor, Kitsap County Sewer District # 7, a Washington State municipal corporation, for and in consideration of Ten Dollars ($10) and other good and valuable consideration in hand paid, hereby conveys and quit claims to Grantee, Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation, all interest in the following described real estate, together with all after-acquired title of Grantor therein:

LEGAL DESCRIPTION:

RESULTANT LOT 23R OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201511120157, AND AS DEPICTED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201511120158, IN VOLUME 81 OF SURVEYS, PAGE 192, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF LOTS 21 AND 23, BLOCK 3, FORT WARD ESTATES DIVISION 5, AS RECORDED IN VOLUME 11 OF PLATS, PAGE 20, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO.: 4150-003-023-0007

Dated this _____ day of _____, 2025.

KITSAP COUNTY SEWER DISTRICT #7

By: _____
Name/Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ _____ of Kitsap County Sewer District # 7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.

_____
Printed Name: _____
NOTARY PUBLIC in and for State of Washington
Residing at: _____
My commission expires: _____

Exhibit B

LEASE

This Lease Agreement (the "Lease") is entered this ____ day of _____, 2025, between BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington State municipal corporation ("Park District" or "Landlord"), and the KITSAP COUNTY SEWER DISTRICT #7, a Washington State municipal corporation ("Sewer District" or "Tenant").

In and for good and valuable mutual consideration, the parties hereby agree as follows:

Section 1 **LEASED PREMISES:** The Park District hereby does lease and demise to the Sewer District a portion of that certain real property commonly known as the Fort Ward Community Hall ("Building"), which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110 ("Property"), which property is legally described in Exhibit A attached hereto, which exhibit is incorporated herein by this reference in its entirety. The term "Property" includes the Building as well as the land. The portion of the Building leased and demised to the Sewer District is the space identified as the "OFFICE" in Exhibit B attached hereto, which exhibit is incorporated herein by this reference in its entirety. The "OFFICE" is referred to herein as "the Premises."

Section 2 **LEASE TERM:** Unless sooner terminated under the provisions hereof, this Lease shall be and continue in full force and effect for a term (the "Lease Term") of ninety-nine (99) years, commencing on _____ and expiring on _____.

Section 3 **RENT; TAXES; UTILITIES:** The rental amount shall be one dollar ($1) per calendar year. Rent for 2025 shall not be pro-rated and shall be paid upon execution of this Lease. Rent for all other years shall be paid in full (with no pro-ration) on or before the first day of the year. There will be no security deposit. Each party will pay any taxes assessed against their respective personal property and business activities on the Property. The Park District will pay all real property taxes and utilities. Should the Sewer District require or request additional utility connections beyond those that exist at the time of the execution of this lease, such connections will be metered separately and paid for by the Sewer District unless the Parties agree otherwise in writing.

Section 4 **TERMINATION:** Termination other than at the end of the Lease Term will occur upon the occurrence of any of the following:

(1) Termination by agreement of the Sewer District and the Park District.
(2) The Sewer District, after review of its utilization and public hearing, determines that the Premises is no longer needed to carry out its mission and gives notice of termination no less than 12 months before the termination date.
(3) Material breach of this Lease by either the Park District or the Sewer District and failure by the breaching party to fully cure the breach within 30 days of written notice of the breach, followed by written notice of termination by the non-breaching party.

(4) Non-use of the Premises for more than 180 days, or abandonment of the Premises, by the Sewer District.
(5) Destruction of the Building by fire or other casualty.

All fixed improvements to the Premises shall become the property of the Park District, and all removable equipment, materials and supplies (with the exception of that which is already owned by the Park District for use in its office space in the Building) shall remain the property of the Sewer District and be removed by the Sewer District within 30 days of termination.

Section 5 **USE BY SEWER DISTRICT:** The Sewer District shall utilize the Premises to carry out its operations. The Park District warrants that the Premises will be in compliance with all applicable laws, ordinances or regulations at the commencement of the Lease Term, and that the Premises will be free and clear of all liens and encumbrances that would interfere with the Sewer District's quiet enjoyment thereof.

Section 6 **ACCEPTANCE OF PREMISES:** The Sewer District agrees to accept the Premises in its "as is" condition.

Section 7 **MAINTENANCE:** The Sewer District will maintain the Premises at its sole expense.

Section 8 **ALTERATIONS:** The Sewer District shall not make any permanent alterations, additions, or improvements in or to the Premises without the prior written consent of the Park District. Any such alterations, additions, or improvements consented to by the Park District shall be made at the Sewer District's sole expense, shall be done in a good and workmanlike manner in compliance with all applicable laws and regulations, and shall not result in the imposition of any lien or encumbrance against the Property.

Section 9 **INSURANCE:**

Tenant shall, at its expense, maintain public liability insurance on the Premises for bodily injuries, including sickness or death, and property damages in the minimum amount of $1,000,000 combined single limit per occurrence, and in the minimum amount of $1,000,000 in the aggregate. Landlord shall be named as an additional insured and the policy shall contain cross liability endorsements, and shall provide that it is primary and noncontributing with any insurance in force or on behalf of Landlord. Landlord shall be furnished with a copy of such policy or policies of insurance, which shall bear an endorsement that the same shall not be cancelled except upon thirty (30) calendar days' prior written notice to Landlord. Tenant shall also, at its expense, maintain during the Lease Term insurance covering its furniture, fixtures and equipment in an amount equal to the full insurance value thereof, against fire and risks covered by a standard extended coverage endorsement. Tenant shall provide Landlord with documentary evidence of the existence of the insurance coverage required herein. If Tenant fails to maintain such insurance, Landlord may do so, and Tenant shall reimburse Landlord upon demand for the full premium expense incurred. Landlord shall, at its expense, maintain during the Lease Term insurance covering damage to the Property and all improvements thereon up to the full insurable value thereof.

Notwithstanding anything to the contrary, Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation of otherwise for any loss or damage to property caused by fire or any other peril to the extent of any insurance proceeds received (or that would have been receivable but for such releasing party's breach or default of its obligations under this Lease), even if such fire or other casualty will have been caused by the fault or negligence (but not willful misconduct) of the other party or anyone for whom such party may be responsible; provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as Landlord's and Tenant's insurance policies contain a clause or endorsement to the effect that any such release will not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder.

Section 10 **ASSGNMENT AND SUBLETTING:** Tenant shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, without the prior written consent of Landlord, which may be conditioned or withheld in Landlord's sole discretion; provided, that Tenant may assign this Lease to Kitsap Public Utility District ("KPUD") without prior written consent of Landlord.

Section 11 **INDEMNITY:** The Park District shall indemnify, defend, and hold the Sewer District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Park District's activities on the Property, PROVIDED the Park District shall not be obligated hereunder to indemnify the Sewer District for any claims caused by the negligence or willful misconduct of the Sewer District or its officers, agents, employees and representatives.

The Sewer District shall indemnify, defend, and hold the Park District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Sewer District's activities on the Property, PROVIDED the Sewer District shall not be obligated hereunder to indemnify the Park District for any claims caused by the negligence or willful misconduct of the Park District or its officers, agents, employees and representatives.

Section 12 **HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Property as of the commencement of the Lease Term except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Property as of the commencement of the Lease Term which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord will indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon

strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant will indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property; damages arising from any adverse impact on marketing of space at the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Property, or in soil or ground water on or under the Property. Tenant will immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Property.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Property, Tenant will promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions will first be obtained, which approval may be conditioned or withheld at Landlord's sole discretion.

Section 13 **MISCELLANEOUS:**

Notices. Any notices required in accordance with any of the provisions herein shall be personally delivered or mailed by certified mail to Landlord or Tenant at their addresses below, or at such other place as either party may in writing from time to time direct. If mailed, notice shall be deemed to have been given on the third (3rd) calendar day after mailing, as evidenced by the postmark or, in the absence of the postmark, an affidavit of mailing.

Landlord:

_____

Bainbridge Island, WA 98110

Telephone:

Tenant:

_____

Bainbridge Island, WA 98110

Telephone:

Successors or Assigns. All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective successors and permitted assigns.

Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all such remaining terms, covenants and conditions of this Lease shall remain in full force and effect.

Recording. Upon execution, this Lease shall be recorded with the Kitsap County Auditor.

Force Majeure. Either party's failure to perform any of its obligations under this Lease shall be excused if the failure is due to causes beyond the control and without the fault or negligence of the party, including, but not limited to, acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

Waiver. The waiver by either Landlord or Tenant of a breach of any term or condition of this Lease shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

Entire Agreement - Applicable Law. This Lease sets forth the entire agreement of Landlord and Tenant concerning the matters set forth herein, and there are no other agreements or understandings, oral or written, between Landlord and Tenant concerning the matters set forth herein. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This lease shall be construed and governed by the laws of the State of Washington, without regard to conflict of law principles thereof. Landlord and Tenant hereby agree that venue of any action between them relating to this Lease will lie exclusively in Kitsap County, Washington.

Attorney Fees. If either party brings any action (including assertion of any counterclaim or crossclaim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the substantially prevailing party shall be entitled to recover its costs and expenses (including actual attorney fees) from the other party.

Non-Discrimination. Tenant shall not discriminate against any person or persons, or exclude them from participation in the Tenant's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, age, handicap, national origin, sexual orientation or other protected class as identified by federal, state or local law.

Counterparts. This Lease may be executed in counterparts, and facsimile and electronic signatures shall be deemed the equivalent of original signatures for all purposes.

Survival. Those provisions of this Lease that will, or could, have application after the expiration or termination this Lease, including, without limitation, indemnity, hazardous material, venue and attorney fees, shall survive expiration or termination of this Lease and be fully applicable and enforceable thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SEWER DISTRICT

By: _____

Name: _____

Title: _____

PARK DISTRICT

By: _____

Dan Hamlin, Executive Director

Attached:

Exhibit A

Exhibit B

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared _____ _____, to me known to be the _____ of KITSAP COUNTY SEWER DISTRICT #7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.

_____

Printed Name: _____

NOTARY PUBLIC in and for State of Washington

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared DAN HAMLIN, to me known to be the Executive Director of BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.

_____

Printed Name: _____

NOTARY PUBLIC in and for State of Washington

Residing at: _____

My commission expires: _____

LEASE

This Lease Agreement (the "Lease") is entered this ____ day of _____, 2025, between BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington State municipal corporation ("Park District" or "Landlord"), and the KITSAP COUNTY SEWER DISTRICT #7, a Washington State municipal corporation ("Sewer District" or "Tenant").

In and for good and valuable mutual consideration, the parties hereby agree as follows:

Section 1 **LEASED PREMISES:** The Park District hereby does lease and demise to the Sewer District a portion of that certain real property commonly known as the Fort Ward Community Hall ("Building"), which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110 ("Property"), which property is legally described in Exhibit A attached hereto, which exhibit is incorporated herein by this reference in its entirety. The term "Property" includes the Building as well as the land. The portion of the Building leased and demised to the Sewer District is the space identified as the "OFFICE" in Exhibit B attached hereto, which exhibit is incorporated herein by this reference in its entirety. The "OFFICE" is referred to herein as "the Premises."

Section 2 **LEASE TERM:** Unless sooner terminated under the provisions hereof, this Lease shall be and continue in full force and effect for a term (the "Lease Term") of ninety-nine (99) years, commencing on _____ and expiring on _____.

Section 3 **RENT; TAXES; UTILITIES:** The rental amount shall be one dollar ($1) per calendar year. Rent for 2025 shall not be pro-rated and shall be paid upon execution of this Lease. Rent for all other years shall be paid in full (with no pro-ration) on or before the first day of the year. There will be no security deposit. Each party will pay any taxes assessed against their respective personal property and business activities on the Property. The Park District will pay all real property taxes and utilities. Should the Sewer District require or request additional utility connections beyond those that exist at the time of the execution of this lease, such connections will be metered separately and paid for by the Sewer District unless the Parties agree otherwise in writing.

Section 4 **TERMINATION:** Termination other than at the end of the Lease Term will occur upon the occurrence of any of the following:

(1) Termination by agreement of the Sewer District and the Park District.
(2) The Sewer District, after review of its utilization and public hearing, determines that the Premises is no longer needed to carry out its mission and gives notice of termination no less than 12 months before the termination date.
(3) Material breach of this Lease by either the Park District or the Sewer District and failure by the breaching party to fully cure the breach within 30 days of written notice of the breach, followed by written notice of termination by the non-breaching party.

(4) Non-use of the Premises for more than 180 days, or abandonment of the Premises, by the Sewer District.
(5) Destruction of the Building by fire or other casualty.

All fixed improvements to the Premises shall become the property of the Park District, and all removable equipment, materials and supplies (with the exception of that which is already owned by the Park District for use in its office space in the Building) shall remain the property of the Sewer District and be removed by the Sewer District within 30 days of termination.

Section 5 **USE BY SEWER DISTRICT:** The Sewer District shall utilize the Premises to carry out its operations. The Park District warrants that the Premises will be in compliance with all applicable laws, ordinances or regulations at the commencement of the Lease Term, and that the Premises will be free and clear of all liens and encumbrances that would interfere with the Sewer District's quiet enjoyment thereof.

Section 6 **ACCEPTANCE OF PREMISES:** The Sewer District agrees to accept the Premises in its "as is" condition.

Section 7 **MAINTENANCE:** The Sewer District will maintain the Premises at its sole expense.

Section 8 **ALTERATIONS:** The Sewer District shall not make any permanent alterations, additions, or improvements in or to the Premises without the prior written consent of the Park District. Any such alterations, additions, or improvements consented to by the Park District shall be made at the Sewer District's sole expense, shall be done in a good and workmanlike manner in compliance with all applicable laws and regulations, and shall not result in the imposition of any lien or encumbrance against the Property.

Section 9 **INSURANCE:**

Tenant shall, at its expense, maintain public liability insurance on the Premises for bodily injuries, including sickness or death, and property damages in the minimum amount of $1,000,000 combined single limit per occurrence, and in the minimum amount of $1,000,000 in the aggregate. Landlord shall be named as an additional insured and the policy shall contain cross liability endorsements, and shall provide that it is primary and noncontributing with any insurance in force or on behalf of Landlord. Landlord shall be furnished with a copy of such policy or policies of insurance, which shall bear an endorsement that the same shall not be cancelled except upon thirty (30) calendar days' prior written notice to Landlord. Tenant shall also, at its expense, maintain during the Lease Term insurance covering its furniture, fixtures and equipment in an amount equal to the full insurance value thereof, against fire and risks covered by a standard extended coverage endorsement. Tenant shall provide Landlord with documentary evidence of the existence of the insurance coverage required herein. If Tenant fails to maintain such insurance, Landlord may do so, and Tenant shall reimburse Landlord upon demand for the full premium expense incurred. Landlord shall, at its expense, maintain during the Lease Term insurance covering damage to the Property and all improvements thereon up to the full insurable value thereof.

Notwithstanding anything to the contrary, Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation of otherwise for any loss or damage to property caused by fire or any other peril to the extent of any insurance proceeds received (or that would have been receivable but for such releasing party's breach or default of its obligations under this Lease), even if such fire or other casualty will have been caused by the fault or negligence (but not willful misconduct) of the other party or anyone for whom such party may be responsible; provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as Landlord's and Tenant's insurance policies contain a clause or endorsement to the effect that any such release will not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder.

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Section 11 **INDEMNITY:** The Park District shall indemnify, defend, and hold the Sewer District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Park District's activities on the Property, PROVIDED the Park District shall not be obligated hereunder to indemnify the Sewer District for any claims caused by the negligence or willful misconduct of the Sewer District or its officers, agents, employees and representatives.

The Sewer District shall indemnify, defend, and hold the Park District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Sewer District's activities on the Property, PROVIDED the Sewer District shall not be obligated hereunder to indemnify the Park District for any claims caused by the negligence or willful misconduct of the Park District or its officers, agents, employees and representatives.

Section 12 **HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Property as of the commencement of the Lease Term except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Property as of the commencement of the Lease Term which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord will indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

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strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant will indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property; damages arising from any adverse impact on marketing of space at the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Property, or in soil or ground water on or under the Property. Tenant will immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Property.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Property, Tenant will promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions will first be obtained, which approval may be conditioned or withheld at Landlord's sole discretion.

Section 13 **MISCELLANEOUS:**

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Landlord:

_____

Bainbridge Island, WA 98110

Telephone:

Tenant:

_____

Bainbridge Island, WA 98110

Telephone:

Successors or Assigns. All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective successors and permitted assigns.

Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all such remaining terms, covenants and conditions of this Lease shall remain in full force and effect.

Recording. Upon execution, this Lease shall be recorded with the Kitsap County Auditor.

Force Majeure. Either party's failure to perform any of its obligations under this Lease shall be excused if the failure is due to causes beyond the control and without the fault or negligence of the party, including, but not limited to, acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

Waiver. The waiver by either Landlord or Tenant of a breach of any term or condition of this Lease shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

Entire Agreement - Applicable Law. This Lease sets forth the entire agreement of Landlord and Tenant concerning the matters set forth herein, and there are no other agreements or understandings, oral or written, between Landlord and Tenant concerning the matters set forth herein. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This lease shall be construed and governed by the laws of the State of Washington, without regard to conflict of law principles thereof. Landlord and Tenant hereby agree that venue of any action between them relating to this Lease will lie exclusively in Kitsap County, Washington.

Attorney Fees. If either party brings any action (including assertion of any counterclaim or crossclaim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the substantially prevailing party shall be entitled to recover its costs and expenses (including actual attorney fees) from the other party.

Non-Discrimination. Tenant shall not discriminate against any person or persons, or exclude them from participation in the Tenant's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, age, handicap, national origin, sexual orientation or other protected class as identified by federal, state or local law.

Counterparts. This Lease may be executed in counterparts, and facsimile and electronic signatures shall be deemed the equivalent of original signatures for all purposes.

Survival. Those provisions of this Lease that will, or could, have application after the expiration or termination this Lease, including, without limitation, indemnity, hazardous material, venue and attorney fees, shall survive expiration or termination of this Lease and be fully applicable and enforceable thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SEWER DISTRICT

By: _____

Name: _____

Title: _____

PARK DISTRICT

By: _____

Dan Hamlin, Executive Director

Attached:

Exhibit A

Exhibit B

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared _____ _____, to me known to be the _____ of KITSAP COUNTY SEWER DISTRICT #7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.

_____

Printed Name: _____

NOTARY PUBLIC in and for State of Washington

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared DAN HAMLIN, to me known to be the Executive Director of BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.

_____

Printed Name: _____

NOTARY PUBLIC in and for State of Washington

Residing at: _____

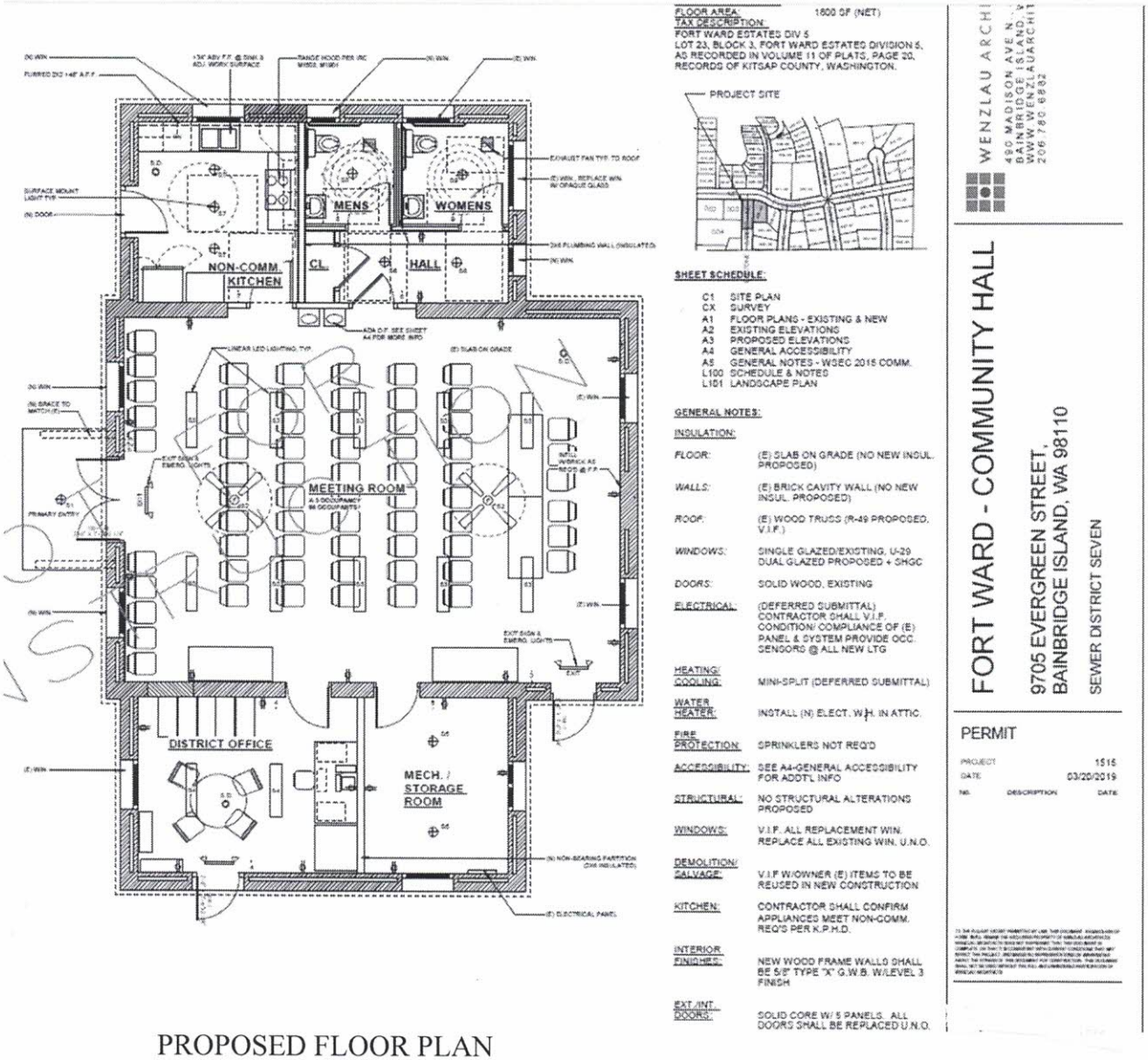
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

PARCEL # 4150-003-023-0007
Resultant Lot 23R of Boundary Line Adjustment recorded under Auditor's File No. 201511120157, and as depicted on survey recorded under Auditor's File No. 201511120158, in Volume 81 of Surveys, Page 192, records of Kitsap County, Washington, being a portion of Lots 21 and 23, Block 3, Fort Ward Estates, Division 5, as recorded in Volume 11 of Plats, Page 20, records of Kitsap County, Washington, being a portion of the Southwest quarter of the Southwest quarter of Section 11, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington

TOGETHER with an easement for ingress and egress on the existing Government Roadway in Fort Ward;
Situate in the City of Bainbridge Island in Kitsap County, Washington.



PROPOSED FLOOR PLAN

EXHIBIT B