



200304040188

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CITY OF BAINBRIDGE ISLAND QCD

\$26.00

04/04/2003 10:34A
Kitsap Co, WA*When Recorded, Return to:***HOWARD F. JENSEN**

Hillis Clark Martin & Peterson, P.S.

1221 Second Avenue, Suite 500

Seattle, Washington 98101

KITSAP COUNTY TREASURER EXCISE

03/24/2003

2003EX02263

Total : \$2.00

Clerk's Initial _____

QUIT CLAIM DEED WITH CONSERVATION RESTRICTIONS

Grantor:	1. ELIZABETH RICE GROSSMAN AND A. RICHARD GROSSMAN
	2. JOHN W. LARSON AND SASHA LARSON
Grantee:	CITY OF BAINBRIDGE ISLAND
Legal Description (abbreviated):	PORTION OF SW 1/4 OF NE 1/4 OF SEC 10, T1/2N 25 N, R1/2E
<input checked="" type="checkbox"/> Additional on:	EXHIBIT A
Assessor's Tax Parcel ID #:	10250210282009
Reference Nos. of Documents Released or Assigned:	N/A

This QUIT CLAIM DEED WITH CONSERVATION RESTRICTIONS ("Deed") is entered into this ____ day of December, 2002, by and between ELIZABETH RICE GROSSMAN, a married woman, who acquired title as Elizabeth Rice Larson, and her husband A. RICHARD GROSSMAN, and JOHN W. LARSON, a single man, and his wife SASHA LARSON (collectively, "Grantor"), and the CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation (the "City" or "Grantee").

RECITALS

A. Grantor is the owner in fee simple of that certain real property located in Bainbridge Island, Kitsap County, Washington, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Property").

B. The Property consists of approximately 5 acres of open space and timber land and is classified as a seasonal watershed area. The Property possesses natural scenic, open space, agricultural, wildlife habitat, and outdoor recreation values (collectively, the "Conservation Values") of great importance to Grantor, the City, and the people of the State of Washington.

C. As provided in RCW 84.34.200, the Washington State Legislature has found that the haphazard growth and spread of urban development is encroaching upon, or eliminating, numerous open space areas, lands devoted to agriculture and the cultivation and timber, and other areas

QUIT CLAIM DEED

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having significant recreational, social, scenic, and aesthetic values. Accordingly, under RCW 84.34.210, the Legislature has authorized cities to acquire by purchase, gift, or otherwise, the fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve selected open space land, farm and agricultural land, and timber land for public use or enjoyment.

D. On November 6, 2001, the voters of Bainbridge Island approved a bond measure authorizing the City to acquire and preserve forested areas, open space, wildlife habitat, farms, and agricultural lands in accordance with Ordinance No. 2001-36. The City has established an Open Space Commission pursuant to Ordinance No. 2001-36 and Resolution 2001-48 to identify, prioritize, and recommend properties for acquisition and preservation. On December 21, 2002, the Open Space Commission recommended that the City acquire the Property for conservation purposes.

E. Grantor desires to place certain conservation restrictions on the Property to protect and preserve in perpetuity the Conservation Values of the Property and then donate the Property to the City and the City desires to accept the gift of the Property with such conservation restrictions.

CONSERVATION RESTRICTIONS

Grantor declares that the Property shall be held, conveyed, used, and improved subject to the following covenants, conditions, and restrictions:

1. Conservation Restrictions. The Property shall be subject to the following development and use restrictions (the "Conservation Restrictions") in order to preserve and protect in perpetuity the Conservation Values of the Property:

a. Development Restrictions. The placement or construction of improvements on the Property is prohibited, including, without limitation, roads, parking lots, buildings, structures, septic systems, and utilities, except as necessary to preserve or protect the Conservation Values of the Property or as specifically allowed in Section 2 of this Deed.

b. Use Restrictions. Any use of, or activity on, the Property that significantly impairs or interferes with the Conservation Values of the Property is prohibited. Without limiting the generality of the foregoing, the following uses of, or activities on or related to, the Property, though not an exhaustive list, are prohibited, except as specifically allowed in Section 2 of this Deed:

i. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, or other process by which the Property is divided into lots or separate parcels.

QUIT-CLAIM DEED

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CITY OF BAINBRIDGE ISLAND

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Kitsap Co, WA

ii. Commercial Agricultural Activities. The commercial harvesting, cutting, or destruction of timber or other vegetation on the Property.

iii. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as necessary to preserve or protect the Conservation Values of the Property.

iv. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

v. Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, equipment, or other unsightly, offensive, or hazardous waste or material on the Property; provided, that rubbish, garbage, and debris can be stored in proper containers for subsequent disposal.

vi. Mining. The exploration for, or development and extraction of, minerals, hydrocarbons or other materials on or below the surface of the Property.

2. Allowed Development and Uses. The following development and uses shall be permitted on the Property and shall not be prohibited by the Conservation Restrictions:

a. Fencing. Fencing is allowed only as reasonably necessary to preserve and protect the Conservation Values of the Property.

b. Pedestrian Trails. Pedestrian trails for outdoor recreational use may be constructed, maintained, and repaired on the Property.

c. Restroom Facility. A restroom facility appropriate to facilitate the public's use and enjoyment of the Property as natural open space may be constructed on the Property; provided, that such restroom facility shall not unduly interfere with the Conservation Values of the Property.

d. Maintenance and Repair of Existing Structures. Structures existing on the Property on the date of this Deed may be maintained or repaired, but may not be expanded, except as necessary to protect and preserve the Conservation Values of the Property.

e. Vegetation Management. The pruning, cutting down or other destruction or removal of trees or other vegetation in accordance with sound conservation management practices is allowed on the Property where necessary to control or prevent hazard, disease, fire, or the spread of invasive plants, or to establish or enhance wildlife habitats.

QUIT CLAIM DEED

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CITY OF BRAINBRIDGE ISLAND QCD \$26.00 Kitsap Co, WA

f. Agricultural Uses. Gardening, planting, and maintenance of vegetation, including the creation of "pea-patch" gardens, is an allowed use of the Property. Timber resources on the Property may be cultivated, cut, and harvested, provided that such timber activities are (i) reviewed and approved in advance by the Open Space Commission or other commission or entity designated by the City, (ii) conducted in a manner to preserve and protect the Conservation Values of the Property, and (iii) all funds generated by such timber activities are used to acquire additional open space property in accordance with applicable laws and ordinances.

3. Enforcement of Conservation Restrictions. Enforcement of the Conservation Restrictions shall be at the discretion and direction of the City, and any forbearance by the City in enforcing any of the Conservation Restrictions shall not be deemed or construed as a waiver or modification of the Conservation Restrictions, and the Conservation Restrictions shall remain in full force and effect notwithstanding any forbearance by the City in enforcing any of the Conservation Restrictions.

4. Extinguishment of Conservation Restrictions. The Conservation Restrictions may be terminated or extinguished, in whole or in part, only after a court having jurisdiction over the Property and this Deed determines by judicial proceedings that circumstances have rendered it impossible to protect and preserve in perpetuity the Conservation Values of the Property.

5. General Provisions.

a. Effective Date. The effective date of the Conservation Restrictions shall be the date on which this Deed is recorded in the official records of Kitsap County.

b. Controlling Law. The laws of the State of Washington shall govern the interpretation of this Deed and the Conservation Restrictions. Any general rule of construction to the contrary notwithstanding, the Conservation Restrictions shall be liberally construed to effect the purpose of the Conservation Restrictions and the policy and purpose of Chapter 84.34 RCW. If any provision in this Deed is found to be ambiguous, such provision shall be interpreted consistent with the purpose of the Conservation Restrictions to protect and preserve in perpetuity the Conservation Values of the Property to the maximum extent legally permissible.

c. Severability. If any provision of this Deed, or its application to any person or circumstance, is found to be invalid, the remaining provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

d. Successors and Assigns. The Conservation Restrictions and other covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the parties to this Deed and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$26.00 Kitsap Co, WA

QUIT CLAIM GIFT OF PROPERTY SUBJECT TO CONSERVATION RESTRICTIONS

Grantor hereby conveys and quitclaims the Property to the City, for no consideration in accordance with WAC 458-61-410, together with all after acquired title of Grantor therein. This conveyance is subject to the foregoing Conservation Restrictions and is subject to all covenants, conditions, restrictions, and easements of record, if any, affecting the Property, including those shown on any recorded plat or survey.

DATED this 15 day of January, 2003
~~December, 2002~~

GRANTOR:

GRANTEE:

CITY OF BAINBRIDGE ISLAND

Elizabeth Rice Grossman
Elizabeth Rice Grossman

Dartene Kordonow
Signature

A. Richard Grossman
A. Richard Grossman

Dartene Kordonow
Printed Name

John W. Larson
John W. Larson

Mayor
Title

Sasha Larson
Sasha Larson

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$26.00 Kitsap Co, WA

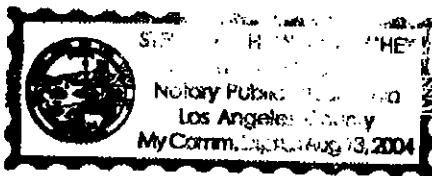
STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On this day personally appeared before me Elizabeth Rice Grossman and A. Richard Grossman, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged such instrument to be their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of January, 2003 ~~December, 2002~~.



Stephanie H. W. Osadchey
Printed Name Stephanie H. W. Osadchey
NOTARY PUBLIC in and for the State of California,
residing at _____
My Commission Expires Aug. 13, 2004

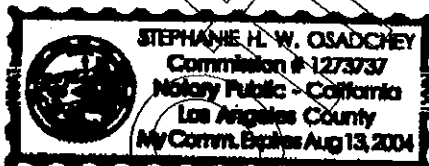
STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On this day personally appeared before me John W. Larson and Sasha Larson, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged such instrument to be their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of January, 2003 ~~December, 2002~~.



Stephanie H. W. Osadchey
Printed Name Stephanie H. W. Osadchey
NOTARY PUBLIC in and for the State of California,
residing at _____
My Commission Expires Aug. 13, 2004

QUIT CLAIM DEED

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CITY OF BRINBRIDGE ISLAND QCD

\$26.00

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Kitsap Co. WA

STATE OF WASHINGTON

COUNTY OF KITSAP

} ss.

On this day personally appeared before me Darlene Kordonowy to me known to be the Mayor of the City of Bainbridge Island, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of January, 2003

MICHELLE M. FISCHER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 9, 2005

Michelle M. Fischer
Printed Name Michelle M. Fischer
NOTARY PUBLIC in and for the State of Washington,
residing at Silverdale, WA
My Commission Expires June 9, 2005



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CITY OF BAINBRIDGE ISLAND QCD \$25.00 Kitsap Co, WA

QUIT CLAIM DEED

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**Exhibit A
Legal Description**

EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER A PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 30 FEET; THENCE SOUTH 30 FEET; THENCE EAST 30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

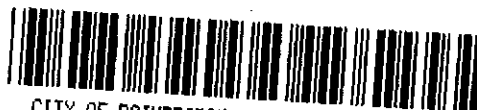
BEGINNING AT A POINT NORTH $87^{\circ}55'25''$ WEST 1331.44 FEET AND NORTH $1^{\circ}11'59''$ EAST 342.62 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE NORTH $1^{\circ}11'59''$ EAST 315.00 FEET TO THE NORTHWEST CORNER OF THE PLAT OF "VIEW CREST" RECORDED IN VOLUME 9 OF PLATS, PAGE 30, RECORDS OF KITSAP COUNTY, WASHINGTON; THENCE NORTH $88^{\circ}00'12''$ WEST 330.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $88^{\circ}00'12''$ WEST 20.00 FEET; THENCE SOUTH $1^{\circ}11'51''$ WEST 315.00 FEET; THENCE SOUTH $88^{\circ}00'12''$ EAST 20 FEET; THENCE NORTH $1^{\circ}11'51''$ EAST 315.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KITSAP COUNTY, WASHINGTON.

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD

\$26.00

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Kitsap Co. WA



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Kitsap Co. WA

When Recorded, Return to:

HOWARD F. JENSEN
Hillis Clark Martin & Peterson, P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101

KITSAP COUNTY TREASURER EXCISE

03/24/2003

2003EX02265

Total : \$2.00

Clerk's Initial

QUIT CLAIM DEED WITH CONSERVATION RESTRICTIONS

Grantor:	ELIZABETH RICE GROSSMAN AND A. RICHARD GROSSMAN
Grantee:	CITY OF BAINBRIDGE ISLAND
Legal Description (abbreviated):	PORTION OF SW 1/4 OF NE 1/4 OF SEC 10, T25N, R2E
<input checked="" type="checkbox"/> Additional on:	EXHIBIT A
Assessor's Tax Parcel ID #:	10250210292000
Reference Nos. of Documents Released or Assigned:	N/A

This QUIT CLAIM DEED WITH CONSERVATION RESTRICTIONS ("Deed") is entered into this ____ day of December, 2002, by and between ELIZABETH RICE GROSSMAN, a married woman, who acquired title as Elizabeth Rice Larson, and her husband A. RICHARD GROSSMAN (collectively, "Grantor"), and the CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation (the "City" or "Grantee").

RECITALS

A. Grantor is the owner in fee simple of that certain real property located in Bainbridge Island, Kitsap County, Washington, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Property").

B. The Property consists of approximately 8.25 acres of open space and timber land and is classified as a seasonal watershed area. The Property possesses natural scenic, open space, agricultural, wildlife habitat, and outdoor recreation values (collectively, the "Conservation Values") of great importance to Grantor, the City, and the people of the State of Washington.

C. As provided in RCW 84.34.200, the Washington State Legislature has found that the haphazard growth and spread of urban development is encroaching upon, or eliminating, numerous open space areas, lands devoted to agriculture and the cultivation and timber, and other areas having significant recreational, social, scenic, and aesthetic values. Accordingly, under RCW 84.34.210, the Legislature has authorized cities to acquire by purchase, gift, or otherwise, the fee

QUIT CLAIM DEED

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simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve selected open space land, farm and agricultural land, and timber land for public use or enjoyment.

D. On November 6, 2001, the voters of Bainbridge Island approved a bond measure authorizing the City to acquire and preserve forested areas, open space, wildlife habitat, farms, and agricultural lands in accordance with Ordinance No. 2001-36. The City has established an Open Space Commission pursuant to Ordinance No. 2001-36 and Resolution 2001-48 to identify, prioritize, and recommend properties for acquisition and preservation. On December 21, 2002, the Open Space Commission recommended that the City acquire the Property for conservation purposes.

E. Grantor desires to place certain conservation restrictions on the Property to protect and preserve in perpetuity the Conservation Values of the Property and then donate the Property to the City and the City desires to accept the gift of the Property with such conservation restrictions.

CONSERVATION RESTRICTIONS

Grantor declares that the Property shall be held, conveyed, used, and improved subject to the following covenants, conditions, and restrictions:

1. Conservation Restrictions. The Property shall be subject to the following development and use restrictions (the "Conservation Restrictions") in order to preserve and protect in perpetuity the Conservation Values of the Property.

a. Development Restrictions. The placement or construction of improvements on the Property is prohibited, including, without limitation, roads, parking lots, buildings, structures, septic systems, and utilities, except as necessary to preserve or protect the Conservation Values of the Property or as specifically allowed in Section 2 of this Deed.

b. Use Restrictions. Any use of, or activity on, the Property that significantly impairs or interferes with the Conservation Values of the Property is prohibited. Without limiting the generality of the foregoing, the following uses of, or activities on or related to, the Property, though not an exhaustive list, are prohibited, except as specifically allowed in Section 2 of this Deed:

i. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, or other process by which the Property is divided into lots or separate parcels.

ii. Commercial Agricultural Activities. The commercial harvesting, cutting, or destruction of timber or other vegetation on the Property.

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Kitsap Co, WA

CITY OF BAINBRIDGE ISLAND QCD

\$25.00

iii. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as necessary to preserve or protect the Conservation Values of the Property.

iv. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

v. Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, equipment, or other unsightly, offensive, or hazardous waste or material on the Property; provided, that rubbish, garbage, and debris can be stored in proper containers for subsequent disposal.

vi. Mining. The exploration for, or development and extraction of, minerals, hydrocarbons or other materials on or below the surface of the Property.

2. Allowed Development and Uses. The following development and uses shall be permitted on the Property and shall not be prohibited by the Conservation Restrictions:

a. Fencing. Fencing is allowed only as reasonably necessary to preserve and protect the Conservation Values of the Property.

b. Pedestrian Trails. Pedestrian trails for outdoor recreational use may be constructed, maintained, and repaired on the Property.

c. Restroom Facility. A restroom facility appropriate to facilitate the public's use and enjoyment of the Property as natural open space may be constructed on the Property; provided, that such restroom facility shall not unduly interfere with the Conservation Values of the Property.

d. Maintenance and Repair of Existing Structures. Structures existing on the Property on the date of this Deed may be maintained or repaired, but may not be expanded, except as necessary to protect and preserve the Conservation Values of the Property.

e. Vegetation Management. The pruning, cutting down or other destruction or removal of trees or other vegetation in accordance with sound conservation management practices is allowed on the Property where necessary to control or prevent hazard, disease, fire, or the spread of invasive plants, or to establish or enhance wildlife habitats.

f. Agricultural Uses. Gardening, planting, and maintenance of vegetation, including the creation of "pea-patch" gardens, is an allowed use of the Property. Timber resources on the Property may be cultivated, cut, and harvested, provided that such timber activities are

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$25.00 Kitsap Co, WA

(i) reviewed and approved in advance by the Open Space Commission or other commission or entity designated by the City, (ii) conducted in a manner to preserve and protect the Conservation Values of the Property, and (iii) all funds generated by such timber activities are used to acquire additional open space property in accordance with applicable laws and ordinances.

3. Enforcement of Conservation Restrictions. Enforcement of the Conservation Restrictions shall be at the discretion and direction of the City, and any forbearance by the City in enforcing any of the Conservation Restrictions shall not be deemed or construed as a waiver or modification of the Conservation Restrictions, and the Conservation Restrictions shall remain in full force and effect notwithstanding any forbearance by the City in enforcing any of the Conservation Restrictions.

4. Extinguishment of Conservation Restrictions. The Conservation Restrictions may be terminated or extinguished, in whole or in part, only after a court having jurisdiction over the Property and this Deed determines by judicial proceedings that circumstances have rendered it impossible to protect and preserve in perpetuity the Conservation Values of the Property.

5. General Provisions.

a. Effective Date. The effective date of the Conservation Restrictions shall be the date on which this Deed is recorded in the official records of Kitsap County.

b. Controlling Law. The laws of the State of Washington shall govern the interpretation of this Deed and the Conservation Restrictions. Any general rule of construction to the contrary notwithstanding, the Conservation Restrictions shall be liberally construed to effect the purpose of the Conservation Restrictions and the policy and purpose of Chapter 84.34 RCW. If any provision in this Deed is found to be ambiguous, such provision shall be interpreted consistent with the purpose of the Conservation Restrictions to protect and preserve in perpetuity the Conservation Values of the Property to the maximum extent legally permissible.

c. Severability. If any provision of this Deed, or its application to any person or circumstance, is found to be invalid, the remaining provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

d. Successors and Assigns. The Conservation Restrictions and other covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the parties to this Deed and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$25.00 Kitsap Co, WA

QUIT CLAIM GIFT OF PROPERTY SUBJECT TO CONSERVATION RESTRICTIONS

Grantor hereby conveys and quitclaims the Property to the City, for no consideration in accordance with WAC 458-61-410, together with all after acquired title of Grantor therein. This conveyance is subject to the foregoing Conservation Restrictions and is subject to all covenants, conditions, restrictions, and easements of record, if any, affecting the Property, including those shown on any recorded plat or survey.

DATED this 15th day of January, 2003
~~December, 2002.~~

GRANTOR:

GRANTEE:

CITY OF BAINBRIDGE ISLAND

Elizabeth Rice Grossman
Elizabeth Rice Grossman

Dartene Kordonowy
Signature

A. Richard Grossman
A. Richard Grossman

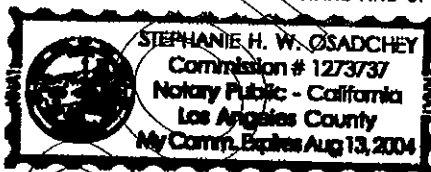
Dartene Kordonowy
Printed Name
Mayor
Title

STATE OF CALIFORNIA

COUNTY OF Los Angeles ss.

On this day personally appeared before me Elizabeth Rice Grossman and A. Richard Grossman, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged such instrument to be their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of January, 2003
~~December, 2002.~~



Stephanie H. W. Osadchey
Printed Name Stephanie H. W. Osadchey
NOTARY PUBLIC in and for the State of California,
residing at _____
My Commission Expires Aug 13, 2004

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$25.00 Kitsap Co. WA

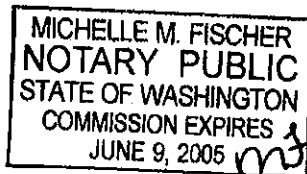
STATE OF WASHINGTON

COUNTY OF KITSAP

} ss.

On this day personally appeared before me Darlene Kordon to me known to be the Mayor of the City of Bainbridge Island, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th February, 2003 day of December, 2002.



Michelle M. Fischer
Printed Name Michelle M. Fischer
NOTARY PUBLIC in and for the State of Washington,
residing at Silverdale, WA
My Commission Expires June 9, 2005

QUIT CLAIM DEED

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CITY OF BAINBRIDGE ISLAND QCD \$25.00 Kitsap Co, WA

**Exhibit A
Legal Description**

WEST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 88°05'05" EAST 473.56 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 6°07'33" EAST 112.26 FEET; THENCE SOUTH 72°19'53" EAST 159.83 FEET; THENCE NORTH 29°44'49" EAST 174.76 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 88°05'05" WEST 251.12 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT 300 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST HALF OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 360 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE EAST 270 FEET; THENCE IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING, ALL IN SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTHWESTERLY 20 FEET OF THE ABOVE EXCEPTED PARCEL A.

SITUATE IN KITSAP COUNTY, WASHINGTON.

SUBJECT TO THAT EASEMENT RESERVED UNTO AKIO SUYEMATSU, HIS HEIRS, SUCCESSORS AND ASSIGNS, IN THAT STATUTORY WARRANTY DEED DATED MARCH 28, 1986 AND RECORDED UNDER KITSAP COUNTY RECORDING NO. 8604040097, FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EAST 10 FEET OF THE HEREIN DESCRIBED PROPERTY FOR THE BENEFIT OF AKIO SUYEMATSU'S ADJACENT PROPERTY, BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24, NORTH, RANGE 2 EAST.

QUIT CLAIM DEED

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Page 7 of 7



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CITY OF BRANDBRIDGE ISLAND QCD \$25.00 Kitsap Co, WA

AFTER RECORDING RETURN TO:

City Administrator
City of Bainbridge Island, Washington
280 Madison Avenue North
Bainbridge Island, Washington 98110



PACIFIC NW TITLE

COVEN. \$28.00

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Kitsap Co, WA

EXCISE TAX EXEMPT DEC 30 2004

Plot 300 70618

DECLARATION OF MUTUAL SHADE COVENANT

Grantor(s): Gerard Bentryn and Josephine A. Bentryn, husband and wife;
City of Bainbridge Island, Washington, a municipal corporation

Grantee(s): City of Bainbridge Island, Washington, a municipal corporation
Gerard Bentryn and Josephine A. Bentryn, husband and wife

Short Legal Description: Resultant Parcel B of boundary line adjustment recorded under
Kitsap County Auditor's File No. 200110240152 and situate in the
NW quarter of the NE quarter of Section 10, Township 25 North,
Range 2 East, W.M., Kitsap County, Washington (Residential
Property)

South ½ of the SW quarter of the NW quarter of the NE quarter of
Section 10, Township 25 North, Range 2 East, W.M., Kitsap
County, Washington (Retained Property)

NW quarter of the NW quarter of the NE quarter of Section 10,
Township 25 North, Range 2 East, W.M., Kitsap County,
Washington (Agricultural Property)

Resultant Parcel A of Boundary Line Adjustment recorded under
Kitsap County Auditor's File No. 200110240152, and situate in
Section 10, Township 25 North, Range 2 E, W.M., Kitsap County,
Washington (Suyematsu Property)

Lot A of Short Plat No. 4670 recorded under Auditor's File No.
8803240085, being a portion of the SW quarter of the NE quarter of
Section 10, Township 25 North, Range 2 East, W.M., Kitsap
County, Washington (Crawford Property)

West half of the East half of the North half of the SW quarter of the
NE quarter, and the East half of the West half of the North half of
the SW quarter of the NE quarter, Situate in Section 10, Township

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102502.1-061-2007

continued on page 2

25 North, Range 2 East, W.M., Kitsap County, Washington (M&E)

[Complete legal description on p. 7]

Assessor's Property Tax 102502-1-061-2007
Parcel/Account Number(s): 102502-1-052-2008
102502-1-060-2008
102502-1-047-2006
102502-1-028-2009
102502-1-029-2008

Reference Number(s) of
Documents Assigned
or Released:

THIS DECLARATION OF MUTUAL SHADE COVENANT (this "Declaration") is made this 27 day of December, 2004 by Gerard Bentryn and Josephine A. Bentryn, husband and wife (collectively, "Bentryn") for the benefit of the City of Bainbridge Island, Washington (the "City") and by the City of Bainbridge Island, Washington, for the benefit of Gerard Bentryn and Josephine A. Bentryn.

RECITALS

A. Bentryn is the owner of certain agricultural real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit A**, attached hereto and incorporated by this reference (respectively, the "Retained Property" and the "Residential Property", and collectively called the "Bentryn Property").

B. The City is the owner of and/or has an interest in certain agricultural real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit B**, attached hereto and incorporated by this reference (respectively, the "Agricultural Property", the "Suyematsu Property", the "Crawford Property" and the "M&E" Property, and collectively called the "City Property").

C. The Bentryn Property and the City Property are immediately adjacent to each other, and certain activities conducted upon either of these properties have the potential to adversely impact the agricultural activities upon the other property.

D. The parties are mutually concerned about the impact that the shadows cast by trees and vegetation would have upon the agricultural activities of the other property. It is therefore their desire to establish a shade covenant for the benefit of their respective properties.



NOW THEREFORE, Bentryn declares for the benefit of the Agricultural Property and Suyematsu Property, and the City declares for the benefit of the Retained and Residential Property, that the parties' respective properties are hereby made subject to, and shall be held, conveyed and occupied subject to the covenants, conditions, and restrictions set forth herein:

1. Shade Covenant.

1.1 Bentryn. Bentryn, for themselves and their successors, heirs and assigns, covenant and agree that Bentryn, at Bentryn's sole cost and expense, shall reasonably maintain the Bentryn Property in such a manner as to prevent the creation of "shade shadows" upon the Agricultural and Suyematsu Properties which have the potential to impact the agricultural activities conducted upon the Agricultural and Suyematsu Properties, as such activities may be conducted from time to time by the City in the City's sole discretion. In particular, Bentryn shall not permit trees and vegetation located within one hundred (100) feet of the northern boundary lines of the Retained and Residential Properties to grow higher than thirty (30) feet, without the express written consent of the City. The City's failure to use the Agricultural and/or Suyematsu Property for agricultural purposes for any period of time shall not constitute a waiver of the covenants set forth herein.

1.2 City. The City, for itself and its successors, heirs and assigns, covenants and agrees that the City, at the City's sole cost and expense, shall reasonably maintain the Crawford and/or M&E Properties in such a manner as to prevent the creation of "shade shadows" upon the Bentryn Property which have the potential to impact the agricultural activities conducted upon the Bentryn Property, as such activities may be conducted from time to time by Bentryn in Bentryn's sole discretion. In particular, the City shall not permit trees and vegetation located within one hundred (100) feet of the northern boundary lines of the Crawford and M&E Properties to grow higher than thirty (30) feet, without the express written consent of Bentryn. Bentryn's failure to use the Bentryn Property for agricultural purposes for any period of time shall not constitute a waiver of the covenants set forth herein.

2. Standards Governing Covenant. Whether an alleged shade shadow "adversely impacts" the agricultural activities conducted upon the adjoining property shall be measured in accordance with general agricultural standards, taking into account the particular agricultural activities allegedly adversely impacted and the normal amount of sunlight generally accepted as necessary to produce the crop at issue. The covenants set forth herein are not intended to guarantee the *best* amount of sunlight available, but only that amount of sunlight that is reasonably necessary to conduct the agricultural activities upon the respective properties.

3. Notice of Violation/Good Faith Negotiations. If either party in good faith believes that the other party is in violation of the covenants and conditions set forth in this Declaration, that party (the "Complainant") shall deliver to the other party (the "Recipient") written notice of the alleged violation, which notice shall include a description of the alleged violation and a proposed course of action for curing such alleged violation. If the Recipient



concur with the notice, the Recipient shall notify the Complainant of such within 15 days of delivery of the notice and thereafter shall in good faith take such reasonable measures to cure the identified violation to the reasonable satisfaction of the Complainant as soon as reasonably practical and possible. If the Recipient disputes the violation or otherwise disagrees with the cure proposed by the Complainant, the Recipient shall notify the Complainant in writing of such dispute within 15 days of the delivery of the notice. Within a reasonable time after the Recipient's delivery of the notice of dispute, the parties shall meet and shall in good faith endeavor to negotiate a resolution to the issues raised by the Complainant's notice. If, within 45 days following the Complainant's delivery to the Recipient of the notice of violation, the parties have not reached a resolution of the issues identified by the Complainant, the Complainant may pursue any remedies available to Claimant at law or in equity.

4. Governing Law: This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be Kitsap County, Washington.

5. Attorney's Fees: In the event that any party brings suit or other proceeding with respect to the subject matter or enforcement of this Declaration, the substantially prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorney's fees, expenses and costs as actually incurred as a result of such litigation or proceeding (including without limitation, court costs, expert witness fees, costs and expenses of litigation, and any and all attorney's fees, costs and expenses incurred in such suit or proceeding).

6. No Waiver: No waiver of any of the provisions of this Declaration shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7. Invalidity of Provision: If any provision or provisions of this Declaration or of any amendment hereto shall be held by a court of competent jurisdiction to be invalid, void or illegal, the remaining provisions hereof shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

8. Complete Declaration: This Declaration, together with any Exhibits and any other documents necessary to effectuate the terms of this Declaration, contains all of the terms and conditions of the restrictions and covenants described herein and supercedes all prior declarations or agreements relating to the subject matter hereof.

9. Time. Time is of the essence with respect to the performance of each of the provisions, covenants and agreements contained in this Declaration.

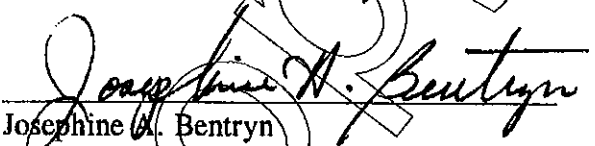


IN WITNESS WHEREOF, the Declarants have executed this Declaration as of the date first written above.

DECLARANT:

Gerard and Josephine A. Bentryn,
husband and wife:


Gerard Bentryn


Josephine A. Bentryn

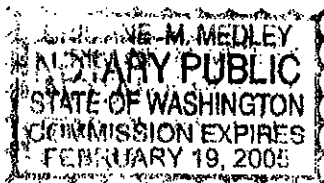
City of Bainbridge Island, Washington,
a municipal corporation:

By: 
Its: Mayor



STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Gerard Bentryn and Josephine A. Bentryn are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



DATED: 12.27.2004

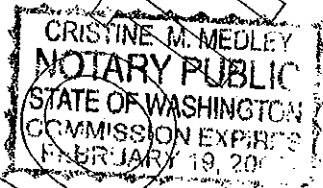
NAME: Kristine M. Medley

(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 2.19.2005

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Darlene Kordonowy is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Mayor of City of Bainbridge Island, Washington to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: 12.27.2004

NAME: Kristine M. Medley

(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 2.19.2005



**Exhibit A
To
Mutual Shade Covenant**

Legal Description of Bentryn Property

Residential Property

Resultant Parcel B of the Suyematsu/Bentryn Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 200110240152 and situate in the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Subject to and together with easements, restrictions and reservations of record.

Retained Property

The South one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

ALSO that portion of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10, described as follows:

Beginning at the Southeast corner of said subdivision;
Thence along the East line thereof, North $01^{\circ}13'08''$ East 99.59 feet;
Thence North $88^{\circ}06'22''$ West 316.58 feet;
Thence South $03^{\circ}05'49''$ West 99.60 feet to the South line of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10;
Thence along said South line, South $88^{\circ}06'22''$ East 319.85 feet to the Point of Beginning.

ALSO that portion of the Southwest quarter of the Northeast quarter of said Section 10, described as follows:

Beginning at the Northwest corner of said subdivision;
Thence along the North line thereof, South $88^{\circ}03'59''$ East 473.56 feet to the True Point of Beginning;
Thence continuing South $88^{\circ}03'59''$ East 251.12 feet;
Thence leaving said North line, South $29^{\circ}45'55''$ West 174.76 feet;
Thence North $72^{\circ}18'47''$ West 159.83 feet;
Thence North $06^{\circ}06'27''$ East 112.26 feet to the True Point of Beginning.

Subject to and together with easements, restrictions and reservations of record.

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Kitsap Co, WA

**Exhibit B
To
Mutual Shade Covenant**

Legal Description of City Property

Agricultural Property

Parcel 1

The Northwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

EXCEPT the East 171.86 feet of said subdivision.

EXCEPT the North 20.00 feet conveyed for right of way under Kitsap County Auditor's File No. 224033.

Subject to and together with easements, restrictions and reservations of record.

Parcel 2

The North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

EXCEPT that portion of said subdivision described as follows:

Beginning at the Southeast corner of said subdivision;
Thence along the East line thereof, North 01°13'08" East 99.59 feet;
Thence North 88°06'22" West 316.58 feet;
Thence South 03°05'49" West 99.60 feet to the South line of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10;
Thence along said South line, South 88°06'22" East 319.85 feet to the Point of Beginning.

Subject to and together with easements, restrictions and reservations of record.

Suyematsu Property

Resultant Parcel A of the Suyematsu/Bentryn Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 200110240152 and situate in the Northwest quarter of the Northeast

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quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Subject to and Together with easements, restrictions and reservations of record.

Crawford Property

Lot A of Short Plat No. 4670 recorded under Auditor's File No. 8803240085, being a portion of the Southwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

M&E Property

The West half of the East half of the North half of the Southwest quarter of the Northeast quarter; and the East half of the West half of the North half of the Southwest quarter of the Northeast quarter;

EXCEPT the following described tracts:

Parcel A:

That portion of the Southwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at a point on the North line of said subdivision which is South 88°05'05" East 473.56 feet from the Northwest corner thereof; thence South 6°07'33" East 112.26 feet; thence South 72°19'53" East 159.83 feet; thence North 29°44'49" East 174.76 feet to the North line of said subdivision; thence North 88°05'05" West 251.12 feet to the Point of Beginning.

Parcel B:

Beginning at a point 300 feet South of the Northwest corner of said East half of the West half of the North half of the Southwest quarter of the Northeast quarter; thence South 360 feet, more or less, to the Southwest corner thereof; thence East 270 feet; thence in a Northeasterly direction to the Point of Beginning, all in Section 10, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across the Southwesterly 20 feet of the above excepted Parcel A.

Situate in Kitsap County, Washington.

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PACIFIC NW TITLE

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SUBJECT TO that Easement reserved unto Akio Suyematsu, his heirs, successors and assigns, in that Statutory Warranty Deed dated March 28, 1986 and recorded under Kitsap County Recording No. 8604040097, for ingress, egress and utilities over, under and across the East 10 feet of the herein described property for the benefit of Akio Suyematsu's adjacent property, being the Northwest Quarter of the Northeast Quarter of Section 10, Township 24 North, Range 2 East.

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PACIFIC NW TITLE

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