

CITY OF BAINBRIDGE ISLAND AND
FRIENDS OF THE FARMS

MASTER LEASE AND
MANAGEMENT AGREEMENT

CITY OF BAINBRIDGE ISLAND AND FRIENDS OF FARMS

MASTER LEASE AND MANAGEMENT AGREEMENT

THIS MASTER LEASE AND MANAGEMENT AGREEMENT (“Lease”) is made and entered into by and between the City of Bainbridge Island, a Washington municipal corporation (“City”), and the Trust for Working Landscapes, a nonprofit corporation doing business as Friends of the Farms (“Friends”).

RECITALS

WHEREAS, the City has adopted policies to preserve and enhance land in its agricultural condition; and

WHEREAS, the City Municipal Code establishes agriculture as a preferred use in zones where it is allowed; and

WHEREAS, the City owns approximately sixty (60) acres of farmable land; and

WHEREAS, in 2005, the City contracted with the American Farmland Trust and Cascade Harvest Coalition to conduct an assessment of the City-owned agricultural properties and to develop recommendations on management and program activities to support Island agriculture and other varied public purposes; and

WHEREAS, on February 8, 2006, the City Council passed Resolution No. 2006-06, adopting the American Farmland Trust Assessment and Recommendations for Preservation and Management of the City-owned Agricultural Land (“AFT Report”) as the guiding document for creating a long-term farm management plan; and

WHEREAS, on September 25, 2008, the City Council adopted Resolution No. 2008-28 accepting the recommendations from the Mayor’s 90-Day Farmland Committee’s Report and Initial Recommendations to be used in conjunction with the AFT Report to guide policy in developing a comprehensive management plan for all City-owned agricultural lands; and

WHEREAS, Resolution No. 2008-28 directed that the City should work with a single management entity “to develop a master lease agreement for management of the City-owned agricultural lands”; and

WHEREAS, Friends entered into an Agreement for Professional Services with the City, dated April 30, 2009, to provide various management services for the City’s sixty acres of public farmland including negotiating “lease agreements with Farmers in order to provide long-term farm planning stability for leasehold Farmers”; and

WHEREAS, farmers cannot make long-term plans or investments in their businesses without guarantees of long-term access to the land they are cultivating; and

WHEREAS, the Premises described in this Lease have been acquired and are being leased by the City to Friends in furtherance of the City's public purposes; and

WHEREAS, Friends shares the purposes and goals of the City and has agreed to enter into this Lease not only to obtain those benefits to which Friends is entitled under this Lease, but also to further the public purposes of the City with regard to the Premises; and

NOW THEREFORE, in consideration of the mutual promises of the City and Friends, and of other good and valuable consideration, the City and Friends agree as follows:

ARTICLE 1: PREMISES

1.1. **PREMISES:** The City hereby leases to Friends the property described in the attached and incorporated Exhibit A ("Premises").

1.2. **AS IS:** Friends agrees to accept the Premises in their "as is" condition and "with all faults" existing as of the date hereof. Friends agrees that this Lease has been entered into after full investigation of the Premises, or with Friends satisfied with the opportunity afforded for investigation, and without reliance upon any statement or representation by the City unless such statement or representation is expressly set forth in this Lease.

1.3. **RESERVATION OF MINERAL RIGHTS:** The City reserves to itself all of the oil, gas, coal and other minerals, including water, upon, in and under the Premises. This reservation shall not diminish the right of Friends under this Lease to occupy and freely use the Premises. Any extraction of minerals by the City shall be carried out with as little disruption to Friends as is possible. On the completion of any such extraction, the City shall return the surface of the Premises to its original state. Notwithstanding this reservation of mineral and water rights by the City, Friends shall have the right to draw upon such quantity of water from the Premises as is reasonably necessary to fulfill the proposed farming uses for the property identified under the terms of this Lease on the Premises.

ARTICLE 2: DURATION OF LEASE

The term of this Lease shall be thirty (30) years, commencing on the 1st day of January, 2012 ("Commencement Date"), and terminating on the 1st day of January, 2042 ("Expiration Date"), unless terminated sooner or extended as provided below. In the event that ownership of the land comprising the Premises is conveyed or transferred (whether voluntarily or involuntarily) by the City to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected.

ARTICLE 3: MANAGEMENT AND SUBLEASING

3.1. PREVIOUS AGREEMENTS. This Lease supersedes and replaces all previous leases or management contracts, including the April 30, 2009 Agreement for Professional Services between the City of Bainbridge Island and the Trust for Working Landscapes.

3.2. FRIENDS' RESPONSIBILITIES: Friends shall be responsible for managing the Premises in accordance with this Lease, including granting and managing subleases granted to individual farmers ("Farmers"). Friends' responsibilities will include, but are not limited to:

- a. Recruiting and selecting leasehold Farmers (3.4, below).
- b. Negotiating subleases with leasehold Farmers (3.3, below).
- c. Coordinating resources for the leasehold Farmers (3.5, below).
- d. Developing an overall Farm Management Plan for managing the Premises, which Farm Management Plan shall be developed according to the Capital Projects and Management Task List (Exhibit D) and submitted to the City for its approval.
- e. Monitoring conformance to the Goals, Policies and Practices, and Farm Management Plan (3.9, below).
- f. Implementation of Capital Projects and Management Task List identified in Exhibit D. The parties anticipate that the list of projects on Exhibit D will change from time to time upon mutual agreement of the Parties, as projects and management tasks are completed, and as City funding, if any, and Friends' capacity to perform evolves during the term of this Lease.

3.3. TERMS OF SUBLEASES: Subleases granted to Farmers shall be in a form and contain terms approved by the City Manager and shall be consistent with the following:

- a. Rental rates shall be set according to a schedule or formula approved by the City Manager. Rent for sublease Farmers shall be calculated as the monthly fair rental value of the Premises as of the commencement of the lease term, and shall (i) include the cost of any use of Premises' utilities, (ii) be determined by a formula based on a comparison of agricultural lease rates set by the USDA and local Kitsap County agricultural lease rates, and (iii) include a proportional share of the cost of maintaining and operating any common areas included in the Premises. This calculation will also recognize (x) that certain costs of ownership, including the cost of some insurance and utilities, may be paid directly by the Farmer and are therefore not costs for which reimbursement is required, (y) that use of the Premises is restricted by the Lease in ways that reduce the fair rental value, and (z) that Farmer will be providing certain benefits to the Bainbridge Island community including but not limited to preservation and enhancement of agricultural land quality (e.g. soil amendments and physical improvements), opportunities for public involvement in the agricultural process and protection of the environment.
- b. On mutual agreement by the City and Friends, consideration may be given in exceptional circumstances on a case-by-case basis for a sublease Farmer's rent rate to be calculated by an agreed percentage rate of gross income from crop yield. Under

all circumstances such rent rates shall include at a minimum (i) the cost of any use of Premises utilities, and (ii) a proportional share of the cost of maintaining and operating any common areas included in the Premises.

- c. The length of such subleases may be up to twenty-five (25) years and shall be appropriate to the type of food crop and specific situation – e.g., vineyards and orchards require at least four to seven years before they produce fruit, whereas row crops begin yielding produce within one to two years. The term of such subleases shall not exceed the termination date of this Lease.
- d. The subleases shall require compliance with the terms of this Lease.
- e. Farmers shall be required to participate in outreach activities and community events, education in partnership with other organizations, heritage teaching of farm practices, and community culture-building.
- f. Farmers shall be responsible for the cost of on-going maintenance and leasehold improvements supporting their farming activities, beyond the City's existing infrastructure investments (e.g., clearing, deer fencing, installation of an irrigation system).
- g. Rent and fees paid by sublease Farmers or other users of the Premises shall be paid to Friends, and used by Friends to contribute to necessary operational and management costs to fulfill the terms of this Lease.

3.4. SELECTION OF SUB-LESSEES: Friends will sublease to Farmers who are selected in an open competitive process with criteria approved by the City and which give preference based on the following factors:

- a. Previous commitment to working on City farmland.
- b. Previous experience with commercial farming.
- c. Compatibility with other uses and users of the Premises.
- d. Growing food crops.
- e. Agricultural diversity.
- f. Sustainability of practices.
- g. Submission of an Agriculture Business Plan demonstrating commercial viability.
- h. Ability to fulfill lease requirements.
- i. Proximity of residence to farmland.

Friends will issue public notice of the application period for available subleases. Notice shall be posted in a newspaper of local jurisdiction, posted on the City and on Friends websites, and any additional media Friends may designate. Notice must be issued at least forty-five (45) days in advance of the close of the application period.

3.5. COORDINATION OF SHARED RESOURCES: Friends will facilitate cooperation among Farmers in the development of the Premises and the use and maintenance of common resources (such as storage facilities and large equipment) and tasks (such as

maintenance of fencing and farm materials). The City understands that Friends intends to delegate direct performance of these duties to the Farm Site Committees identified in Section 3.10 below.

3.6. COLLATERAL USES: Friends shall allow incidental accessory uses of the Premises for residential or educational purposes and shall allow other compatible uses of the land (e.g., affordable housing for Farmers, classroom space, etc.), as well as short-term, low impact, revenue-producing activities, such as weddings, so long as such uses are compatible with the primary use of commercial farming.

3.7. WRITTEN CONSENT FOR OTHER USES: Friends must secure prior written consent from the City for any uses of the Premises that are not consistent with the terms of this Lease or about which there may be reasonable doubt as to their consistency with the terms of this Lease. Any request by Friends for such consent shall be either granted or refused by the City Manager in writing within thirty (30) days of receipt thereof, and if not granted within such thirty-day period shall be deemed denied.

3.8. RESPONSIBLE USE AND COMPLIANCE WITH LAW: Friends shall use, and ensure that Farmers, and all other users of the Premises, use the Premises in a manner so as not to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner and in compliance with all applicable laws and regulations. Friends shall maintain the Premises and Improvements in good and safe condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations, and in such condition as is required to maintain the insurance coverage required by Article 8 of this Lease.

3.9. GOALS, POLICIES AND PRACTICES:

- a. Friends shall implement and abide by the Goals, Policies and Practices for the Premises attached hereto as Exhibit B and incorporated herein. Friends shall ensure that all users of the Premises follow Best Management Practices for the Premises as specified in a Conservation Farm Plan developed by the Kitsap Conservation District and attached hereto as Exhibit C and incorporated herein. In addition, Friends shall ensure all users of the Premises comply with the Goals, Policies and Practices for the Premises and with any applicable Farm Management Plan for the Premises.
- b. For the first five years of this Lease, the Parties will annually review the terms of Exhibit B, the Lease Goals, Policies and Practices by June 1 of each year beginning in 2013. The purpose of the review will be to examine Exhibit B, and to determine if modifications are necessary to the terms of Exhibit B to ensure fulfillment of the goals of this Lease. Where the Parties identify the need for modifications of the Goals, Policies and Practices, the Parties agree to act in good faith to make such modifications to support the Lease. Modifications to Exhibit B or any other part of the Lease will go into effect only upon the written agreement of both the City and Friends. Exhibit B will be reviewed in the same manner every five years of this Lease after the first five years this Lease is in effect.

3.10. FARM SITE COMMITTEES: Friends shall establish a separate Farm Site Committee for each of the following areas of the Premises: 1) Day Road Farm (including Crawford property), 2) Morales Farm, and 3) Johnson Farm. For the areas to which they are assigned, each Farm Site Committee will have general property oversight responsibilities including: oversight of daily property management, allocation of farmland and farmland resources (such as water), an opportunity to be consulted by Friends about applicants for a sublease on the applicable site, and determination of use of farmland infrastructure. Farm Site Committees will consist of each farmer operating in the farm area of the Farm Site Committee, and at least one representative from Friends. Friends will develop operating policies for the Farm Site Committees, which policies shall be approved by the City, and which shall include a farmer business plan review, and a farmer tenant dispute resolution process. Neither the establishment of Farmer Site Committees, the assignment of responsibilities to them, nor the City's approval of their policies, nor any other activity by the Parties shall relieve Friends of its obligations under this Lease.

3.11. REPORTS: By March 1 of each year beginning in 2013, Friends will provide the City with an annual written report, which will include at least the following information:

- a. Quantification of produce and products from designated leased properties.
- b. Identification of farmer subleases by parcel, acreage utilized and lease rates.
- c. Summary of financial management (calendar year basis) including but not limited to: expense by parcel and payee; income by parcel; operating revenues and expenses of the management organization; grants sought/awarded, etc.
- d. Schedule and status for farm related capital improvements, if any.
- e. Description of farm-related activities, including but not limited to: educational programs, community outreach, work-parties, and public events.
- f. Description of farm and farm-related activities demonstrating compliance with the Goals, Policies and Practices and other requirements of this Lease, and where appropriate, reporting and an explanation of instances where the Goals, Policies and Practices and other requirements of this Lease may not have been met.

If requested by the City, such report shall be accompanied by an oral presentation to the City Council and other City representatives.

3.12. INSPECTION: City may inspect any portion of the Premises except the interiors of residential structures, at any reasonable time, and in any reasonable manner, upon at least twenty-four (24) hours' oral notice to Friends. In the event of emergency, the City may inspect any portion of the Premises except the interior of residential structures without notice, provided the City shall have made reasonable efforts to give advance notice to Friends. City may inspect the interiors of residential structures, upon at least twenty-four (24) hours' written notice to Friends and an occupant of suitable age.

3.13. ASSIGNMENT, ETC: Except as otherwise provided in this Lease, Friends shall not assign, sublease, sell or otherwise convey any of Friends' rights under this Lease without the prior written consent of the City. The City retains unilateral discretion to withhold such consent.

If permission is granted, any assignment or sublease shall be subject to all of the terms of this Lease.

3.14. OTHER SERVICES: Friends will make reasonable efforts to act as a service facilitator and clearinghouse for ideas for the City and farm property tenants, including:

- a. Development of new sources of revenue (e.g., agritourism, special events, merchandising, fundraising).
- b. Assisting with transition planning for individual Farmers (e.g., training and mentoring new farmers and enabling retirement/exit of farmers no longer interested in farming).
- c. Permitting for value-added processing and on-site sales of farm products.
- d. Functioning as a business incubator and support resource for island farmers, including forging appropriate alliances with other organizations that have the resources to promote successful farm business development.
- e. Providing information on benefits (e.g., health coverage, 401(K) programs, insurance).
- f. Sharing information relevant to farming with other organizations (e.g., Sustainable Bainbridge, WSU Extension, Kitsap Conservation District, Housing Resources Board, Farmers Market, Bainbridge Island School District, private businesses on the Island).
- g. Providing general business support to leasehold farmers, including identifying and finding ways to provide technical best practices training.
- h. Marketing and public relations (e.g., “Buy Local” campaign).
- i. Farming education for adults and children, including a program of internships and cooperative programs with the Island’s public and private schools.
- j. Planning special activities related to the Island’s farming heritage.
- k. Planning recreational opportunities and community events (e.g., special harvest events).
- l. Developing a network of trails around the perimeter of farm properties.

Friends will make reasonable efforts to coordinate with other community organizations to satisfy this service obligation.

ARTICLE 4: RENT

There shall be no monetary rent due from Friends, unless agreed otherwise as described below. Consideration for this lease shall be the services, responsibilities, and financial obligations undertaken by Friends, as expressly set forth herein as well as collateral benefits such as preservation and enhancement of the quality of the City’s agricultural land (e.g. soil amendments and physical improvements), opportunities for public involvement in the agricultural process, and protection of the environment.

Income received by Friends related to the terms of this lease shall be deposited in a separate account established for this purpose.

Friends will receive up to twenty percent (20%) of income received as a property management fee.

Friends shall keep and maintain complete, appropriate, and accurate books, records and accounts of the income and expenses related to this Lease, in accordance with standard accounting practice. These books, records and accounts, including true copies of receipts and sales slips and any sales and other excise tax reports that Friends may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection of the City. City may request, at its own expense, an independent audit or review of said books, records and accounts.

If at any time a Party determines that Friends is receiving adequate income to cover the costs associated with maintaining and managing the City's agricultural lands through income such as sub-lease rent payments, use fees, and other sources associated with the City's lands, then the Parties agree to negotiate in good faith the terms of monetary rent due to the City from Friends, with the intent that the City should be receiving income beyond the costs of maintenance and management, which rent may be used by the City for any municipal purpose.

ARTICLE 5: TAXES AND ASSESSMENTS

5.1. TAXES AND ASSESSMENTS: The City shall be responsible for payment of all taxes and governmental assessments that relate to the Improvements and the Premises. Friends shall pay directly, when due, all other service bills, and utilities charges associated with the Premises.

5.2. TAXES ON PREMISES: In the event that the local taxing authority bills Friends for the taxes on the Premises, the City shall be responsible for such expense. The City shall promptly pay any such tax bill upon receipt thereof from Friends or the taxing authority.

ARTICLE 6: IMPROVEMENTS

6.1. CITY FUNDING: The City may, but is not obligated to, provide funding for specific, City-approved capital projects. The initial plan for funding and related capital projects is identified in Exhibit D, but it is anticipated that this plan will change from time to time on agreement between the Parties. Friends can draw on approved City funding, as needed, with the approval of the City Manager.

6.2. Within the meaning of this Article, "Improvements" shall mean "Additions to or enhancements of raw land or a building that normally increase its usefulness and value, and are intended to remain attached or annexed including but not limited to buildings, irrigation systems, fencing, green houses, electrical installations, etc.," that are added by Friends subsequent to entering the Lease.

6.3. OWNERSHIP: It is agreed that all improvements constructed or placed on the Premises in whole or in part at the expense of the City during the term of this Lease shall be the

property of the City and that all improvements constructed or placed on the Premises by Friends solely at its own expense during the term of this Lease shall be property of Friends.

6.4. ALTERATION OF IMPROVEMENTS: Subject to the City Manager's written approval when such approval is required under the terms of this Lease, Friends shall have the right to alter, improve, or expand existing improvements on the Premises for uses permitted by the terms of this Lease, provided that such alteration, improvement or expansion is permitted under the other terms of this Lease.

6.5. DEVELOPMENT OF NEW PERMANENT STRUCTURES: New permanent structures may be developed on the Premises only for uses permitted by the terms of this Lease, and only with the written consent of the City Manager, which consent shall not be unreasonably withheld. Specific uses for which such structures may, with the City's consent, be constructed include, but are not limited to, housing for interns or seasonal farm workers, storage, shelter for animals, growing of plants, value-added processing of farm-raised products, retail sale of farm-produced products, educational activities, and activities benefiting the local community, provided such uses are in compliance with all applicable public laws and regulations.

6.6. CITY'S APPROVAL REQUIRED: Friends must receive prior written approval from the City Manager for the siting and construction of new permanent buildings of any kind and for any modification of existing permanent buildings that expands or alters the exterior of such buildings.

6.7. QUALITY OF IMPROVEMENTS: Friends shall ensure that all construction and other work permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all applicable laws, regulations, building codes, orders and requirements of all public authorities. The City may inspect Friends' work at reasonable times and shall promptly give notice of observed defects.

6.8. PROHIBITION OF LIENS: No lien of any type shall attach to the City's title to the Premises or to the City's interest in the Premises or to any other property owned by the City. Friends shall not permit any statutory or similar lien to be filed against the Premises, the Improvements, or any interest of the City or Friends. If any such lien remains more than sixty (60) days after it has been filed, Friends shall, at Friends' sole expense, cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Friends fails to cause such lien to be discharged within the sixty-day period, then, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the lien by paying the amount in question. Any amounts paid by the City to discharge such liens shall be deemed to be additional Rent payable by Friends upon demand.

6.9. MAINTENANCE AND SERVICES: Friends shall, at Friends' sole expense, maintain the Premises and all improvements as required by this Lease. The City shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Premises or improvements, and Friends hereby assumes the sole responsibility for furnishing all services or facilities.

6.10. DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM: Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, Friends shall surrender all improvements together with the Premises to the City. Notwithstanding the generality of the foregoing, Friends may remove from the Premises upon or prior to the expiration of the Lease any property of Friends that does not rest upon a permanent foundation or is not otherwise permanently installed on the Premises.

ARTICLE 7: MORTGAGE FINANCING

Friends may not mortgage the Improvements or any portion of the Premises without the prior written consent of the City Manager.

ARTICLE 8: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

8.1. FRIENDS' LIABILITY: Friends assumes sole responsibility and liability for all persons and entities related directly to Friends' possession, occupancy and use of the Premises including but not limited to Friends' agents, employees, family, invitees, customers and guests. Friends assumes no responsibility or liability for the agents, employees, invitees, or guests of the City accessing the property for public purposes including but not limited to educational programs, community meetings or events, site-tours, trail use, completion of official duties, or implementation of this Lease.

8.2. INDEMNIFICATION: Friends shall defend, indemnify and hold City harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises and the Improvements. Friends waives all claims against City for such injury or damage. However, the City shall remain liable (and Friends shall not indemnify and defend City against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of the City or City's agents or employees. The City shall defend, indemnify and hold Friends harmless against all liability and claims of liability for injury or damage to persons or property from any cause on or about the Premises and the Improvements from actions taken by the City under this Lease.

8.3. PAYMENT BY THE CITY: In the event that City shall be required to pay any sum that is Friends' responsibility or liability, Friends shall promptly reimburse the City for such payment and for reasonable expenses caused thereby. In the event that Friends shall be required to pay any sum that is the City's responsibility or liability, the City shall promptly reimburse Friends for such payment and for reasonable expenses caused thereby.

8.4. INSURANCE – CITY: The City shall, at the City's sole expense, be responsible for insuring all City-owned Improvements and other City-owned property against loss or damage by fire or other hazards and for insuring against any City liability under such terms as the City shall determine in its sole discretion.

8.5. INSURANCE – FRIENDS:

- a. Friends, at Friends' sole expense, shall be responsible for insuring all Friends-owned Improvements and other property against loss or damage by fire or other hazards under such terms as Friends shall determine in its sole discretion.
- b. Friends shall maintain continuously in effect liability insurance covering all activities taking place on the Premises in the amounts of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of any one person, and Five Million Dollars (\$5,000,000.00) in the aggregate; and Two Million Dollars (\$2,000,000.00) for property damage per occurrence. The dollar amounts of this coverage shall be adjusted at two-year intervals, beginning on the date this Lease is signed. This adjustment shall be equal to the percentage of change (positive or negative), over the period in question, of the Consumer Price Index for the Seattle-Everett metropolitan area, or such other index as reasonably measures adjustments in coverage amounts for the applicable type of insurance. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. Such insurance shall specifically insure the City against all liability assumed under this Lease as well as all liability imposed by law.
- c. Friends shall provide the City with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier involved without at least thirty (30) days' prior written notice to the City.
- d. Friends may require sublessees, at the sublessee's sole expense, to maintain continuously in effect liability insurance covering the sublessee's activities.

8.6. EMINENT DOMAIN: If, by reason of eminent domain or other similar action of public authority prior to the expiration of this Lease, the Premises is taken, either in its entirety or to such extent that it will no longer serve the purposes of this Lease, the Lease shall terminate as of the date Friends gives up possession of the Premises, and the entire amount of any award(s) paid shall be allocated as follows. The proceeds of the award shall be paid first to cover any expenses of collecting the proceeds. Remaining proceeds shall be paid to Friends for loss of any improvements then owned by Friends, and for costs reasonably calculated to terminate Friends' obligations under this Lease. The balance of such proceeds, if any, shall be paid to the City.

In the event of a taking of a portion of the Premises which does not reduce the value of the remaining Premises to an extent that it will no longer adequately serve the purposes of this Lease the balance of such proceeds, if any, shall be paid to the City.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the Premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

ARTICLE 9: DEFAULT

9.1. **DEFAULT BY FRIENDS:** It shall be an event of default if Friends fails to abide by any material term or condition in this Lease, and such failure is not cured by Friends within sixty (60) days after written notice of such failure is given by the City to Friends.

9.2. **DEFAULT BY FRIENDS RESULTING FROM JUDICIAL PROCESS:** It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Friends is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Friends for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial reorganization of Friends under any provisions of the Bankruptcy Act now or hereafter enacted, or if Friends files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

9.3. **REMEDIES:** In the case of any of the events of default described above, the City shall have the following remedies therefore:

- a. The City may terminate this Lease and initiate summary proceedings against Friends. Pursuant to such proceedings, without demand or notice, the City may enter any part of the Premises and repossess the entire Premises, and expel Friends and those claiming rights through Friends and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by the City, or if City re-enters the Premises pursuant to an event of default, Friends agrees to pay and be liable for any unpaid Rent, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorney's fees) incurred by the City in pursuit of its remedies under this Lease.
- b. The City may bring an action at law or in equity for money damages or equitable relief, including, without limitation, an action seeking to restrain by injunction any violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or seeking specific performance of any such covenants, conditions or provisions; provided, however, that the foregoing shall not be construed as a confession of judgment by the defendant in any such action.
- c. The City may exercise any other remedy or remedies expressly provided in this Lease.

The foregoing remedies shall be cumulative and are not intended to be exclusive of any other remedies or means of redress that City may be lawfully entitled to seek, either at law or in equity, in case of any breach or threatened breach of any provision of this Lease.

9.4. **DEFAULT BY THE CITY:** The City shall in no event be in default in the performance of any of its obligations under the Lease unless and until the City has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after written notice by Friends to the City properly specifying the City's failure to perform any such obligation.

9.5. **LIMITATION ON LIABILITY:** Friends shall neither assert nor seek to enforce any claim for breach of this Lease against any of the City's assets other than the City's interest in the Lease and the Premises, and Friends agrees to look solely to such interest for the satisfaction of any liability of the City under this Lease, it being specifically agreed that neither the City, nor any successor holder of the City's interests hereunder shall ever be personally liable for any such liability. This Section shall not limit any right that Friends might otherwise have to obtain injunctive relief against the City or its successors-in-interests, or to take any other action otherwise permitted under this Lease which shall not involve the personal liability of the City, or of any successor holder of the City's interest hereunder, to respond in monetary damages from City's assets other than City's interest in this Lease and the Premises, as aforesaid. In no event shall City ever be liable for any indirect or consequential damages or loss of profits or the like.

ARTICLE 10: DISPUTE RESOLUTION

Any grievance or dispute that arises between the City and Friends concerning the terms of this Lease which cannot be resolved by normal interaction, shall be resolved with the assistance of a non-binding mediation service such as the Dispute Resolution Center of Kitsap County.

If mediation has not resolved the dispute, then the Parties may, but are not obligated to, agree to binding arbitration of the dispute. The procedure for binding arbitration will be agreed upon by the Parties as part of the Parties' written agreement to enter into binding arbitration for any particular dispute.

When a dispute cannot be resolved by mediation, and when the Parties have not agreed to binding arbitration, either Party may then commence litigation. Any lawsuit arising from this Lease shall be filed and heard in Kitsap County Superior Court.

ARTICLE 11: GENERAL PROVISIONS

11.1. **NOTICES:** Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, to the party at the address set forth below, or such other address designated by like written notice:

If to the City: 280 Madison Avenue North, Bainbridge Island, WA 98110, Attention:
City Manager;

If to Friends: 221 Winslow Way West, #303 Bainbridge Island, WA 98110, Attention:
Executive Director

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

11.2. NO BROKERAGE: Friends warrants that Friends has not dealt with any broker in connection with the consummation of this Lease, and in the event any claim is made against City relative to dealings with brokers, Friends shall defend the claim against City with counsel of the City's selection and save harmless and indemnify City on account of loss, cost or damage which may arise by reason of any such claim.

11.3. SEVERABILITY: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Friends or the City against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law.

11.4. WAIVER: The waiver by the City at any given time of any term or condition of this Lease, or the failure of the City to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. The City may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by the City before being effective. The subsequent acceptance of Rent payments by the City shall not be deemed to be a waiver of any preceding breach by Friends of any term or condition of this Lease, other than the failure of Friends to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent payment.

11.5. CITY'S RIGHT TO PROSECUTE OR DEFEND: The City shall have the right, but shall be under no obligation, to prosecute or defend, in its own or Friends' name, any actions or proceedings appropriate to the protection of its title to the Premises. Whenever requested by the City, Friends shall give the City all reasonable aid in any such action or proceeding.

11.6. CITY'S RIGHT TO ASSIGN: The City shall have the unilateral right to assign this Lease to another public agency or non-profit.

11.7. THIRD-PARTY: Notwithstanding any provision of this Agreement, no third party shall have any right, title, lien, encumbrance, interest or claim of any kind or character whatsoever as a result of this Lease.

11.8. CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

11.9. CAPTIONS AND TABLE OF CONTENTS: The captions and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.


11.10. PARTIES BOUND: This Lease, including the attached Exhibits and other attachments, sets forth the entire agreement between the City and Friends with respect to the leasing of the Premises; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors-in-interest. This Lease may be altered or amended only by written notice executed by the City and Friends or their legal representatives or, in accordance with the provisions of this Lease, their successors-in-interest.

11.11. COUNTERPARTS: This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

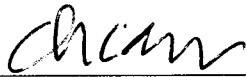
11.12. GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Washington. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against the City or Friends.

11.13. RECORDING: The parties agree, as an alternative to the recordation of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to the City's Attorney. In no event shall such document set forth the rent or other charges payable by Friends under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

CITY OF BAINBRIDGE ISLAND

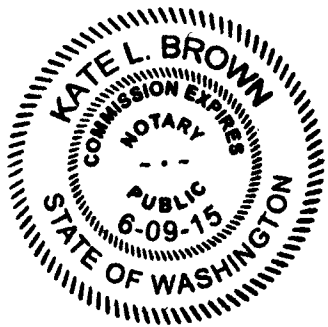
By: 
Brenda Bauer, City Manager

TRUST FOR WORKING LANDSCAPES, d/b/a/
FRIENDS OF THE FARMS

By: 
Title: President

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

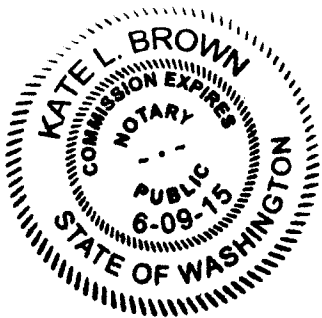
I certify that I know or have satisfactory evidence that Brenda Bauer is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the City Manager of CITY OF BAINBRIDGE ISLAND, WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: 12/9/2011
[Signature]
NAME: Kate L Brown
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/2015

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Christy Carr is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of TRUST FOR WORKING LANDSCAPES d/b/a FRIENDS OF THE FARMS to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: 12/9/2011
[Signature]
NAME: Kate L Brown
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/2015

EXHIBITS:

- A: PREMISES – LEGAL DESCRIPTION
- B: GOALS, POLICIES, AND PRACTICES
- C: KITSAP CONSERVATION DISTRICT CONSERVATION FARM PLAN
- D: CAPITAL PROJECTS AND MANAGEMENT TASK LIST

**EXHIBIT A
LEGAL DESCRIPTIONS**

DAY ROAD

Parcel A (Suyematsu)

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200110240152, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF 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 NORTHWEST QUARTER OF THE SOUTH ONE-HALF THEREOF.

EXCEPT THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF THEREOF.

AND EXCEPT THE NORTH 20 FEET FOR NE DAY ROAD AS CONVEYED TO KITSAP COUNTY UNDER KITSAP COUNTY AUDITOR'S FILE NO. 22403.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

Parcel 2

ALSO THE EAST 171.86 FEET OF THE NORTH ONE-HALF OF THE WEST ONE-HALF 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 NORTH 20.00 FEET FOR NE DAY ROAD.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

Parcel C (Bentryn)

RESULTANT PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200110240152, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LOT C OF THE CITY OF BAINBRIDGE ISLAND SHORT PLAT RECORDED IN VOLUME 13, PAGES 126 AND 127 OF SHORT PLATS, UNDER KITSAP

COUNTY AUDITOR'S FILE NO. 9603190265, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON.

EXCEPT THE EAST 171.86 FEET OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

MORALES

THE WEST 330 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR SECONDARY HIGHWAY NO. 21, BY DEED RECORDED MAY 26, 1951, UNDER AUDITOR'S FILE NO. 533335;

AND EXCEPT ROADS.

CRAWFORD

(LOT A OF SHORT PLAT NO. 4670 RECORDED UNDER AUDITOR'S FILE NO. 8803240085) THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH-SOUTH CENTERLINE, S1*12'27 W 1311.73 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88*04'22 E 15.00 FEET TO THE EASTERLY RIGHT OF WAY OF COUNTY ROAD NO. 145 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING S88*04'22 E 317.87 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, S1*12'34 W 300.00 FEET; THENCE S86*39'43 W 318.84 FEET TO THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 145; THENCE ALONG SAID RIGHT OF WAY, N1*12'27 E 329.36 FEET TO THE TRUE POINT OF BEGINNING.

M & E

Tax Account No. 102502-1-029-2008

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 25N, RANGE 2 EAST, W.M., KITSAP CO., WA, 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 25N, RANGE 2 EAST, W.M., KITSAP CO., WA; TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTHWESTERLY 20 FEET OF THE ABOVE EXCEPTED PARCEL A.

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.

Tax Account No. 102502-1-028-2009

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 A 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 WEST 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°55'25" WEST 1331.44 FEET AND NORTH 1°11'59" EAST 342.62 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 1°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°00'12" WEST 330.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°00'12" WEST 20.00 FEET; THENCE SOUTH 1°11'51" WEST 315.00 FEET; THENCE SOUTH 88°00'12" EAST 20 FEET; THENCE NORTH 1°11'51" EAST 315.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KITSAP COUNTY, WASHINGTON.

JOHNSON FARM

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200108090145, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, SOUTH 00°56'10 WEST 1316.84 FEET TO THE NORTHEAST CORNER OF THE

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 89°04'22 WEST 393.41 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 21°36'14 EAST 393.06 FEET; THENCE NORTH 89°04'22 WEST 635.79 FEET; THENCE SOUTH 89°11'42 WEST 71.58 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 8103300054; THENCE ALONG SAID EAST LINE, SOUTH 00°49'49 WEST 12.46 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND THE PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 1144465, SOUTH 89°01'21 WEST 365.18 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID WEST LINE, NORTH 00°49'49 EAST 9.82 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 1144465, NORTH 89°04'22 WEST 357.52 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 982136; THENCE ALONG SAID EAST LINE SOUTH 00°46'38 WEST 149.99 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NORTH 89°04'22 WEST 240.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00°46'38 EAST 40.00 FEET TO THE SOUTH LINE OF THAT PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 1086501; THENCE ALONG SAID SOUTH LINE, NORTH 89°04'22 WEST 253.67 FEET TO THE EAST LINE OF THE WEST 463.75 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID EAST LINE, SOUTH 00°43'28 WEST 167.61 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, SOUTH 89°02'53 EAST 2165.31 FEET TO THE SOUTHEAST CORNER OF SAID NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, NORTH 00°56'10 EAST 658.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE RIGHT OF WAY OF FLETCHER BAY ROAD N.E. CONVEYED UNDER AUDITOR'S FILE NO. 1003493.

EXCEPT THE RIGHT OF WAY OF ISLAND CENTER ROAD N.E. CONVEYED UNDER AUDITOR'S FILE NO. 280318.

EXCEPT THE RIGHT OF WAY OF N.E. JOHNSONVILLE LANE RECORDED UNDER AUDITOR'S FILE NO. 200106270142.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT B

City Farmland Goals, Policies, and Practices Definitions

1. City – City of Bainbridge Island, and any agents, employees or representatives of the City.
2. Community Land Trust - A community land trust is a property trust which aims to benefit the surrounding community by ensuring the long-term availability of affordable housing. The community land trust (CLT) is an equitable and sustainable model of affordable housing and community development that has slowly spread throughout the United States during the past 30 years. Two-thirds of a CLT's board of directors are nominated by, elected by, and composed of people who either live on the CLT's land or people who re-side within the CLT's targeted "community" but do not live on the CLT's land.
3. Farm District – This area is comprised of City Farmlands: Day Road Farm, Crawford Farm, M & E Tree Farms, and Morales Farm, and private farmlands: Laughing Crow Farm, Bainbridge Island Winery and Vineyards and Perennial Vintners Farm. At this time the farm district is not a legal designation, but it is hoped that the City will establish such designation under its zoning code in the near future.
4. Friends of the Farms – A Washington non-profit corporation managing the City of Bainbridge Island farmland properties.
5. Goal - A goal or objective is a projected state of affairs that a person or a system plans or intends to achieve a personal or organizational desired end-point in some sort of assumed development.
6. Policy and Practice - A "policy" is a statement of commitment to a broad requirement, often used in an organization to instruct personnel as to a required outcome, and a "practice" describes how a policy is implemented. In this case policies and practices are closely aligned, limited in quantity, and for ease of drafting are included in the same sections.

GOALS, POLICIES AND PRACTICES

CRAWFORD PROPERTY

I. General Property Description

The Crawford property is a forested property that was purchased by the City with open space funds for agricultural purposes.

Acreage: 2.3

Tax Parcel No.: 102502-1-047-2006

Location: Mid-point of Farm District, the Crawford property lies south of Suyematsu West, North of the Lempriere property, and east of M & E.

II. Management Goals and Practices

Goal: As a forested property in a community with a significant dedication to conservation values it is essential that planned uses of the Crawford Property be sensitive to these values. This parcel was purchased with the primary intent of converting it to agricultural purposes. Once converted from a forested land into agricultural land the Crawford Property will follow the Day Road Farm Management Plan as this property is adjacent to the Day Road farms and will likely be put to the same or similar uses.

Practices: the following management practices should be followed in this plan:

1. All timber removal shall be done using best management practices for timber harvest as timber is removed from the property. Removal of lumber shall be phased to allow for minimal environmental impact as the forest is removed. For instance, timber removal should not be undertaken during species mating, nesting, hibernation, or reduced food availability periods for wildlife currently reliant on the property for habitat. Harvest methods involving low impact such as the use of animals and hand logging shall be considered.

2. Opportunities for harvest of forest products and forest dependent crops should be considered as part of the phased removal of timber. Forest products are a valuable Northwest commodity as are plants that grow under the forest canopy. For instance, salal and Oregon grape undergrowth is used by florists, cedar and fir trimmings are common holiday decorations, and burnt out stumps and logs are valuable for landscaping.

3. Timber harvest of the Crawford Property shall exercise maximum sensitivity with regard to surface water run-off, as removal of timber will inevitably increase downhill stormwater runoff. Planning shall include mitigation for stormwater impacts

such as silt barriers and a stormwater collection pond that could be converted to irrigation uses in the future.

4. Maximum public benefit shall be identified for uses for harvested timber. Harvested timber may yield board lumber and logs. These wood resources may be utilized for community projects such as farm property structures, bus stops, bird blinds in public parks, benches, or artistic creations, or may be sold to fund public or agricultural related activities.

5. Local labor and artisans should whenever possible be consulted and hired to undertake the work of harvesting and using materials removed from the property.

6. All forestry and clearing activities shall comply with local and state laws governing such activities such as securing a City of Bainbridge Island Clearing Permit and a Department of Natural Resources Forest Practices Application.

7. Timing of timber harvest shall be undertaken with consideration to first eliminating any shading of adjacent farmland.

8. Tree harvest plans shall include consideration of community education opportunities e.g., best practice logging demonstrations and hands-on activities.

9. Wood that cannot be utilized for a more constructive purpose shall be collected for fire wood. Fire wood sales can be used to fund farmland management and activities.

10. Upon completion of timber removal and clearing of the Crawford Property the use of the land shall be governed by the Management Goals, Policies and Practices adopted for the Day Road Farm area. However, it is recognized that the Crawford Property currently has no water rights and that any plans contemplating long-term farming must address this issue.

infrastructure and common areas, group irrigation planning, marketing, farm stand sales, and crop rotation planning.

(c) Property owners and lessees must comply with any and all applicable local ordinances, including but not limited to zoning, solid waste, wellhead protection and critical areas ordinances, and any applicable federal, state and local permits that may be required.

(d) Farm activities on the Day Road Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(e) Food crops shall be preferred, and both feed lots and turf farms are prohibited.

(f) Farmers should rely on the findings of the Farm Evaluation Plan for the Day Road Farm Property, if available, as they develop farm plans.

(g) Long-term operating leases designed to ensure long-term viability shall be offered to farmers who are chosen as tenants. Lease terms shall be based on farmer experience, farmer business plan, availability of agricultural lands, type of crop and demonstrated farmer ability to meet management goals for the property and City agricultural lands.

2. Goals

(a) Farm Plans. Farmers utilizing Day Road Farm agricultural lands must develop individual farm plans and business plans to be reviewed in a City-approved application process.

(b) Develop Farm Evaluation Plan for the Day Road Farm Property to identify potential agricultural uses for the farm area. The evaluation should include an analysis of soil quality, water availability, potential crop and livestock capacity, and analysis of existing and potential farm related infrastructure.

(c) Develop a cooperative maintenance and repair plan and schedule for common areas and shared infrastructure.

B. Agricultural Housing

1. Background: Agricultural housing is a desired goal by the community to enhance opportunities to support the agricultural community. The need for farm housing on the Island is significant.

Suyematsu East has 6 development rights under current zoning code. The Northeast corner of this property already contains a single family home. Thus, up to 5 new single

family homes can still be built on this property along with up to 6 accessory dwelling units (1 for each single family home). The existing home can either be replaced or rebuilt to meet needs. Historically, 3 transient residences were placed along the northern boundary. Although no longer used, these offer potential sites of historical interest, and for location of additional farm housing.

2. Policies and Practices

(a) Housing development should be coordinated to reduce impact on farming activities, and existing housing.

(b) Agricultural housing on the Day Road Farms should only be provided for farmer households, farm interns, itinerant farm labor, educational farm program housing, or other agriculture housing needs. Housing should not be established on the Day Road Farms to provide general housing or affordable housing to meet other City housing needs.

(c) As based on need, as determined by the farmers relying on farms in the farm district, available units should be provided for interns and itinerant labor.

(d) Management of the housing should be carried out by an organization with experience in affordable housing, such as the Housing Resources Board of Bainbridge Island (“HRB”) or another suitable agency, or as a self managing Community Land Trust.

(e) The Farm Village housing should be made available on a rental basis.

(f) Opportunities for communal sharing of resources should be maximized for the Farm Village. This policy should be considered during development and management of the Farm Village. This may include shared utilities, storage space, meeting rooms, kitchen service, garbage/composting operations, transportation, office space, yard space, play areas and workshops. At the same time, development should ensure opportunities for privacy for each individual and family.

(g) Provide interested farm families financial planning advice from local housing agencies or other sources concerning how to take advantage of the savings they will realize by renting rather than owning a home so that they might save toward purchasing a home of their own if that is a goal they desire.

3. Goals

(a) Establish a cluster of farm housing (the “Farm Village”) at the North East corner of Suyematsu East. This step will be largely the responsibility of the City, and because of its scope and complexity, this must be viewed as a long-term goal.

(b) The City shall eventually develop a master plan for appropriate farm housing.

(c) First unit established should be dedicated to interns.

(d) Form a Farm Village resident's or homeowner's association for governance of common areas and shared resources. Alternatively, develop a Community Land Trust to govern all housing and common areas within the Farm Village.

C. Water

1. Background: Water is a limited and scarce resource for the Day Road Farms. Farmers must recognize the need to conserve and creatively use water.

2. Policies and Practices

(a) Water use on the Day Road Farm shall conform to USFA Irrigation Plan Natural Resources Conservation Service Irrigation Plan or the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(b) Where feasible, drip irrigation and similar conservation methodologies should be utilized.

(c) Rainwater catchment should be encouraged where feasible.

3. Goals

(a) Develop and implement a farm plan to maximize conservation and sustainable use of water resources.

(b) Develop and implement irrigation management plan.

D. Soils

1. Policies and Practices

(a) Farm activities affecting soil on the Day Road Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(b) The amount and timing of amendments and fertilizer applications should be based on crop needs and production goals.

(c) Farm Practices shall implement farm practices that intercept runoff and sediment as close to the source as possible.

(d) Efforts to control sources of runoff, sediment, and erosion should be coordinated with those of neighboring properties.

(e) Protect unpaved roads and other heavy-use or bare soil areas should be protected from concentrated flows of water.

(f) Sediment and runoff should be detained and filtered before it leaves the property.

3. Goals

(a) Perform an evaluation of site conditions to determine farm-site irrigation, rainfall, stormwater runoff patterns, and identify erosion problem areas and their causes.

(b) Develop a farm plan to minimize erosion.

(c) Perform an evaluation of site conditions to determine farm-site soil conditions and quality.

(d) Develop a farm plan to improve and maintain soil conditions and quality.

E. Structures

1. Background:

Suyematsu East: This property includes the Suyematsu house (mentioned above), a workshop, a green house and a variety of equipment sheds and storage areas.

Bentryn West: This property includes an existing farm stand, historical water-tower, and storage shed.

2. Policies and Practices

(a) Existing structures should be maintained and integrated into farming activities if feasible.

(b) Existing structures shall be used for farm related or farm support activities only.

(c) Consideration of new structures may include other shared agricultural and educational resources and structures, including a commercial kitchen and classrooms. In addition, enhancement of existing structures to meet changing farm uses should be considered.

3. Goals

- (a) Initiate process for acquiring/funding structures.
- (b) Ensure long term maintenance and operations of existing farm structures.

4. Farm Stand

(a) Background: Discussions of uses at the Day Road Farms have for some time included the idea of upgrading the existing farm stand on Bentryn West. The electrical connections that could assist such an upgrade have been made as part of the electrical system installed for the Day Road Irrigation Project in 2008. In 2010 the existing farm stand was significantly upgraded and expanded to allow a substantial increase in sales of farm products. It is possible that the farm stand could operate up to seven days a week during high crop yield seasons, and if provided with refrigeration and display capacity it could expand the timing and variety of produce currently offered. It is expected that the farmers leasing public farmland will be encouraged to form a cooperative marketing system, and as part of such that lessee's will make seasonal products available to the farm stand. Lessees shall not have a right to prevent the farm stand from selling products from commercial farmers from elsewhere on Bainbridge Island.

(b) Goals

- (i) Develop a business plan to determine the best and most feasible market plan for the farm stand (this should include a comparative analysis with the adequacy of other locations).
- (ii) The Farmers at the Day Road Farms will participate in a common marketing program that utilizes the farm stand.

5. Water Tower.

(a) Policy and Practices

(i) The historic water tower now standing in Bentryn West (near the potential site of a farm stand) should be enhanced and serve as an exhibit commemorating the history of local agriculture on Bainbridge Island. Access should be ensured for the public, and island visitors, to this commemorative site.

F. Public Access

1. Trails

(a.) Background: Agricultural parcels owned by the City are of interest to the entire community and require access trails and point of interest viewing locations. The City and the Park District are in the process of constructing a trail system that would connect the farm properties in the farm district. The City's Non-Motorized Transportation Plan includes plans for the construction of non-motorized facilities in the area. In addition, portions of the property not dedicated to agriculture may serve low impact public uses.

(b) Policies and Practices

(i) Trails and viewing stations should be developed to ensure that public visitors can access and view the property, will not interfere with farm activity, and are safe from active farm operations.

(ii) Open space on the property may allow activities such as compiling wildlife and plant inventories, analyzing the life forms in the waterways, placing birdhouses on parts of the property, making periodic butterfly or bird counts, picking up litter on an annual basis and removal of invasive species where appropriate.

c. Goals

(i) Develop trail system with viewing stations for points of interest to allow the public access to the Day Road Farm Area.

(ii) Integrate the trail system with the City non-motorized transportation plan and Bainbridge Island Metropolitan Park and Recreation District's Island-wide trail planning.

2. Education Activities

a. Policies and Practices

(i) Public and private educational activities shall be allowed and encouraged on the Day Road Farm.

(ii) Public and private educational activities may include, but are not limited to, volunteer projects to enhance the public's enjoyment of the properties, and opportunities for Bainbridge residents and others to educate themselves about agricultural practices and the natural world. These could include agricultural education programs, public growing programs, trail enhancement, and property enhancement work parties.

b. Goals

(i) The possibility of granting historic status to the Suyematsu property through the state registry should be researched. Such designation would

acknowledge the historical and cultural significance of Japanese farmers on Bainbridge Island, and may open the property up to additional funding and educational opportunities.

(ii) Develop partnerships with educational institutes to facilitate educational opportunities on the property. Specifically: (i) build and facilitate K-12 learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability, (ii) develop adult learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability – these may include internship programs and classes coordinated with WSU Extension and other educational programs.

G. Stewardship/Habitat Conservation

1. Background: Natural habitat and watercourses are an indispensable and irreplaceable but fragile natural resource with which the citizens of Bainbridge Island have been endowed. The natural areas and habitats are a unique sub-system in the local environment. Further, preservation of natural habitats in agricultural areas helps to ensure a continuance of native biological diversity. Therefore, efforts shall be made to preserve/maintain existing critical areas as defined by BIMC.

2. Policies and Practices

(a) Farm practices should reflect a relation to the natural environment.

(b) Farm practices should preserve the unique natural habitats of agricultural areas for species that commonly rely on healthy farmlands.

(c) Portions of the property bordering private non-agricultural property and public rights of way shall be maintained in a natural vegetative state, when compatible with farm uses of the property. These border areas may be planted and maintained with native plants, edible plantings and plantings supportive of habitat and food provision for birds and animals. Where possible plantings should include a variety of plant species and avoid monocultures. Where practicable trees should be planted on or near the property line, shrubs and smaller trees should be planted in front of these, and finally shrubs and groundcovers should be placed in front. This will allow for a tapered buffer to maximize privacy and habitat variation. Consideration should be given to planting of edible plant species that can be harvested. All planting must be balanced against usability of the land for crop production which will take precedence.

(d) Management of the property should be mindful of the water course that runs from Day Road through the Bentryn property and the M & E property. This ravine is a high value natural area.

(e) Currently the center of Suyematsu East is occupied by an active and large scale composting operation. The composting operation is controlled by Akio Suyematsu. This operation is undertaken as part of Mr. Suyematsu's life estate

management of the property. It is his hope to leave a legacy of excellent soil conditions at the Day Road Farm. It is anticipated that when Mr. Suyematsu is no longer running this operation that it will be modified.

3. Goals

(a) Place a conservation easement on portions of this property and the adjacent properties containing the ravine area to permanently protect the open space value of this portion of these properties.

(b) Develop a habitat management plan for the Day Road Farm.

(c) Develop a long-term plan for compost operations in cooperation with Mr. Suyematsu.

H. Special Considerations

1. Aesthetics: As both public lands and as fully operational commercial farmlands management of these lands must strike a delicate balance between form and function. One of the reasons operating farms are supported on public lands is that they reflect a rural aesthetic valued by the community. They are also supported because of their practical value of providing locally grown food for local consumption. Farm management is inherently a busy and sometimes messy industry, and these practices must not be compromised by aesthetics alone. To balance these values the farmland must be maintained according to the following Policies and Practices:

2. Policy and Practices

(a) Obsolete materials and machinery should be removed from the property, or if they are to be saved organized for display.

(b) Mechanical equipment and storage areas should be screened by vegetation or building design where possible.

(c) Vegetation near roadsides and public areas should be maintained.

(d) Structures should reflect the historical and rural character of local farms where feasible.

JOHNSON FARM

I. General Property Description

The Johnson Farm is located mid-island on Fletcher Bay Road and Johnsonville Lane. This area was historically farmed by the Johnson family.

Acreage: 14.51

Location: Johnson Farm is located off of Island Center Road at its intersection with Johnsonville Lane. Primary access to the property is via two access roads that enter from Fletcher Bay Road.

Tax Parcel No.: 282502-2-064-2002

II. Management Goals, Policies and Practices

General Statement: The Johnson Farm is a unique property serving multiple public purposes. The diverse segments of the property allow for uses serving farming, affordable/agricultural housing, public access, and open space conservation. The Johnson Farm property shall be managed for a combination of agricultural purposes, affordable/agricultural housing, habitat conservation, public access and passive recreation. See Attachment A for a Johnson Farm Site Plan reflecting these goals, practices, and policies.

A. Agricultural Use

1. Policies and Practices

(a) Given the high quality soil conditions and solar exposure of this farmland, the land should be farmed consistent with feasible and sustainable objectives (with allowance for standard farm practices such as regular fallowing of land, and variation of crops from one season to another or long-term crop development).

(b) Farming operations shall be carried out in a cooperative manner among all farmers bearing leases to the farmland. Such cooperation will include but not be limited to equipment and infrastructure sharing, repair and maintenance of farm infrastructure and common areas, group irrigation planning, marketing, farm stand sales, and crop rotation planning.

(c) Property owners and lessees must comply with any and all applicable local ordinances, including but not limited to zoning, solid waste, wellhead protection and critical areas ordinances, and any applicable federal, state and local permits that may be required.

(d) Farm activities on the Johnson Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(e) Food crops shall be preferred, and both feed lots and turf farms are prohibited.

(f) Farmers should rely on the findings of the Farm Evaluation Plan for the Johnson Farm Property, if available, as they develop farm plans.

(g) Long-term operating leases designed to ensure long-term viability shall be offered to farmers who are chosen as tenants. Lease terms shall be based on farmer experience, farmer business plan, availability of agricultural lands, type of crop and demonstrated farmer ability to meet management goals for the property and City agricultural lands.

2. Goals

(a) Farm Plans. Farmers utilizing Johnson Farm agricultural lands must develop individual farm plans and business plans to be reviewed in a City-approved application process.

(b) Develop Farm Evaluation Plan for the Johnson Farm Property to identify potential agricultural uses for the farm area. The evaluation should include an analysis of soil quality, water availability, potential crop and livestock capacity, and analysis of existing and potential farm related infrastructure.

(c) Develop a cooperative maintenance and repair plan and schedule for common areas and shared infrastructure.

B. Water

1. **Background:** There is a large farm pond on the Johnson property, and the Johnson property does have legal water rights for irrigation of up to 20 acres. The time frame during which irrigation can be pumped from the farm pond under existing water rights for the property is limited to the period of June 1 to September 30 each year. The water rights for this property also include the use of water for rearing and propagating fish. In order to extend the irrigation period, or change the allowed uses for the farm's water, then an application to the Washington Department of Ecology would need to be submitted for these changes.

2. Policies and Practices

(a) Water use on the Johnson Farm shall conform to USFA Irrigation Plan Natural Resources Conservation Service Irrigation Plan or the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation

District. Where feasible, drip irrigation and similar conservation methodologies should be utilized.

(b) Rainwater catchment should be encouraged where feasible.

(c) In most years, application of water between June 1 and September 30 will likely cover the needs for irrigation of crops and pasture. However, given the relatively low water holding capacity of the soils at this location, it is possible that in years with drier than normal spring months, or drier than normal Octobers, crops and/or pasture might suffer for lack of soil moisture. Therefore, if it is feasible and possible to extend the period when irrigation is allowed on the Johnson property, it is recommended that an application be made to extend that period to run from May 1 through October 15 each year to assure that adequate irrigation water be available should precipitation in the Spring or in October be insufficient for agricultural needs.

3. Goals

(a) Develop and implement a farm plan to maximize conservation and sustainable use of water resources.

(b) Develop and implement irrigation management plan.

C. Soils

1. Policies and Practices

(a) Farm activities affecting soil on the Johnson Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(b) The amount and timing of amendments and fertilizer applications should be based on crop needs and production goals.

(c) Farm Practices shall implement farm practices that intercept runoff and sediment as close to the source as possible.

(d) Efforts to control sources of runoff, sediment, and erosion should be coordinated with those of neighboring properties.

(e) Protect unpaved roads and other heavy-use or bare soil areas should be protected from concentrated flows of water.

(f) Sediment and runoff should be detained and filtered before it leaves the property.

2. Goals

(a) Perform an evaluation of site conditions to determine farm-site irrigation, rainfall, stormwater runoff patterns, and identify erosion problem areas and their causes.

(b) Develop a farm plan to minimize erosion.

(c) Perform an evaluation of site conditions to determine farm-site soil conditions and quality.

(d) Develop a farm plan to improve and maintain soil conditions and quality.

D. Housing/Structures

1. Background: There are four existing structures on Johnson Farm: two well houses, a storage shed with Community Supported Agriculture (“CSA”) delivery area, and a storage area with a fowl pen. The property has six development rights. Plans for the property depict two units being located on the upper property for farmer housing, and four units located in the lower “parking” area of the property. The City has approved a barn structure to be built for community use, also to be located in the “parking” area.

2. Policies and Practices

(a) Providing opportunities for housing to the farming community is an important element in ensuring that farmers and their families can continue their work on Bainbridge Island. Further, economic diversity in the community is promoted by providing options for affordable housing. Therefore, a portion of the property shall be engaged in affordable and/or agricultural housing unless specific conditions make housing impossible on the property.

(b) The Johnson Farm property has 6 development rights. These should be used to provide agricultural housing and affordable housing.

(c) Farm families should be given priority of use for housing. Units that are not occupied by farm families or interns and itinerate labor, can be added to the pool of affordable housing available to Islanders.

(d) Management of the housing should be carried out by an organization with experience in affordable housing, such as the Housing Resources Board of Bainbridge Island (“HRB”) or another suitable agency, or as a self-managing Community Land Trust.

(e) Opportunities for communal sharing of resources should be maximized by the households located on the property. This may include shared utilities, storage space, meeting rooms, kitchen service, garbage/composting operations,

transportation, office space, yard space, play areas and workshops. At the same time, development should ensure opportunities for privacy for each individual and family.

(f) The barn structure planned for the low East end of the property shall be available for farm related activities, and may be used for other public needs that are compatible with the primary uses of the Johnson Farm.

(g) The property currently includes a well and appurtenant pump house, fowl containment pen, and shed structure used for storage and to house the CSA subscription pick up for Persephone Farms. These structures should be maintained and remain in continued use.

3. Goals

(a) Develop housing on the property according to the layout in the Johnson Farm Site Plan, Attachment A. The East end of the property (a low area used for parking during the Harvest Fair) is planned to include four residential units and a barn structure for public use. Two residential units are planned for the central area of the upland portion of the property.

(b) The City shall develop a master plan for appropriate farm housing.

(c) Form a Farm Village resident's or homeowner's association for governance of common areas and shared resources. Alternatively, develop a Community Land Trust to govern all housing and common areas within the Farm Village.

(d) Ensure long term maintenance and operations of existing farm structures.

E. Public Access

1. Trails

(a) **Background:** Agricultural parcels owned by the City are of interest to the entire community and require access trails and point of interest viewing locations. Friends of the Farms has constructed a trail system that connects provides access and viewing opportunities on the property. In addition, portions of the property not dedicated to agriculture may serve low impact public uses.

(b) **Policies and Practices**

i. Trails and viewing stations should be developed to ensure that public visitors can access and view the property, will not interfere with farm activity, and are safe from active farm operations.

ii. Open space on the property may allow activities such as compiling wildlife and plant inventories, analyzing the life forms in the waterways, placing birdhouses on parts of the property, making periodic butterfly or bird counts, picking up litter on an annual basis and removal of invasive species where appropriate.

(c) Goals

i. Develop trail system with viewing stations for points of interest to allow the public access to the Johnson Farm Area.

ii. Integrate the trail system with the City non-motorized transportation plan and Bainbridge Island Metropolitan Park and Recreation District's Island-wide trail planning.

2. Education Activities

(a) Policies and Practices

i. Public and private educational activities shall be allowed and encouraged on the Johnson Farm.

ii. Public and private educational activities may include, but are not limited to, volunteer projects to enhance the public's enjoyment of the properties, and opportunities for Bainbridge residents and others to educate themselves about agricultural practices and the natural world. These could include agricultural education programs, public growing programs, trail enhancement, and property enhancement work parties.

(b) Goals

i. Develop partnerships with educational institutes to facilitate educational opportunities on the property. Specifically: (i) build and facilitate K-12 learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability, (ii) develop adult learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability – these may include internship programs and classes coordinated with WSU Extension and other educational programs.

3. Pea-Patches

(a) Background: A pea-patch area has been established adjacent to the orchard area.

(b) Policies and Practices

i. A portion of the property should be maintained for public use garden areas.

(c) Goals

i. Maintain availability of portions of the property for pea-patch gardening.

F. Stewardship/Habitat Conservation

1. Background: Natural habitat and watercourses are an indispensable and irreplaceable but fragile natural resource with which the citizens of Bainbridge Island have been endowed. The natural areas and habitats are a unique sub-system in the local environment. Further, preservation of natural habitats in agricultural areas helps to ensure a continuance of native biological diversity. Therefore, efforts shall be made to preserve/maintain existing critical areas as defined by BIMC.

2. Policies and Practices

(a) Farm practices should reflect a relation to the natural environment.

(b) Farm practices should preserve the unique natural habitats of agricultural areas for species that commonly rely on healthy farmlands.

(c) Portions of the property bordering private non-agricultural property and public rights of way shall be maintained in a natural vegetative state, when compatible with farm uses of the property. These border areas may be planted and maintained with native plants, edible plantings and plantings supportive of habitat and food provision for birds and animals. Where possible plantings should include a variety of plant species and avoid monocultures. Where practicable trees should be planted on or near the property line, shrubs and smaller trees should be planted in front of these, and finally shrubs and groundcovers should be placed in front. This will allow for a tapered buffer to maximize privacy and habitat variation. Consideration should be given to planting of edible plant species that can be harvested. All planting must be balanced against usability of the land for crop production which will take precedence.

3. Goals

(a) The West end of the property has been used for nature mapping by students from Sakai for at least ten years. The data they have been collecting has been submitted to the University of Washington. This and similar activities should be encouraged to continue.

(b) Develop a habitat management plan for the Johnson Farm.

(c) The West end of the property is not suitable for agricultural activities, and should be placed under a conservation easement to permanently protect the open space value of this portion of the property.

G. Special Considerations

1. Aesthetics. As both public lands and as fully operational commercial farmlands management of these lands must strike a delicate balance between form and function. One of the reasons operating farms are supported on public lands is that they reflect a rural aesthetic valued by the community. They are also supported because of their practical value of providing locally grown food for local consumption. Farm management is inherently a busy and sometimes messy industry, and these practices must not be compromised by aesthetics alone. To balance these values the farmland must be maintained according to the following Policies and Practices:

2. Policy and Practices

(a) Obsolete materials and machinery should be removed from the property, or if they are to be saved organized for display.

(b) Mechanical equipment and storage areas should be screened by vegetation or building design where possible.

(c) Vegetation near roadsides and public areas should be maintained.

(d) Structures should reflect the historical and rural character of local farms where feasible.

M & E PROPERTY

I. General Property Description

The M & E Property was donated to the City in 2003 by Elizabeth Grossman. It is the location of the former M & E Tree Farm. The site consists of two parcels "M & E East" and "M & E West."

A. Acreage: Total 13.33

M & E East: 5.02

M & E West: 8.31

B. Location: The M & E properties are located along the southern and south east section of the Farm District. The Bainbridge Island Metropolitan Park and Recreation District has cleared an area for parking near the entrance.

C. Tax Parcel Nos.: M & E East: 102502-1-028-2009
M & E West: 102502-1-029-2008

II. Management Goals, Policies and Practices

A. Background: The M & E property is unique from other properties in the Farm District in that it was not purchased using City open space funds, but was donated to the City. The acquisition agreement subjected the property to conservation and use restrictions that control and serve as policy and practices for the property.

III. Permitted Uses

A. Agricultural Use

The M & E property is burdened by a restriction that no individual may conduct commercial farming on the property. Aside from this restriction there are no restrictions on agricultural activity for the property.

The unique restrictions placed on the M & E property present unique opportunities. While it is not possible to conduct commercial agricultural operations by private parties, there are likely many activities that can be undertaken on the property that complement the commercial farm activities in the Farm District. One possibility (in addition to those mentioned above) is for agricultural activity to be carried out on the land by the Farm Manager. Harvesting activities could be accomplished by farmers serving as employees of the Farm Manager. Products derived from the operation could be harvested and marketed for a modest profit to help pay for management operations. For instance, harvesting of existing Christmas trees or seasonal greens could be carried out by a staff

farmer, and the materials could be sold to support the Farm Manager. This activity would not be commercial, and could contribute to solving the problem of funding the City farmlands management entity.

The parcel could also be used as an incubator to allow would-be farmers (such as interns) to test their business plans, possibly in conjunction with an agriculture-related courses at the Washington State University Extension.

B. Water

1. Background: The M & E property has no water rights or water access at this time.

2. Goals

(a) Develop and implement a water acquisition and management plan relative to the determined use of the property.

C. Soils

1. Policies and Practices

(a) Farm activities affecting soil on the M & E Property shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(b) The amount and timing of amendments and fertilizer applications should be based on crop needs and production goals.

(c) Farm Practices shall implement farm practices that intercept runoff and sediment as close to the source as possible.

(d) Efforts to control sources of runoff, sediment, and erosion should be coordinated with those of neighboring properties.

(e) Protect unpaved roads and other heavy-use or bare soil areas should be protected from concentrated flows of water.

(f) Sediment and runoff should be detained and filtered before it leaves the property.

2. Goals

(a) Perform an evaluation of site conditions to determine farm-site irrigation, rainfall, stormwater runoff patterns, and identify erosion problem areas and their causes.

(b) Develop a farm plan to minimize erosion.

(c) Perform an evaluation of site conditions to determine farm-site soil conditions and quality.

(d) Develop a farm plan to improve and maintain soil conditions and quality.

D. Structures

1. Background: There are two storage sheds and a small office structure located on the property. The Conservation Restrictions allow for maintenance of existing structures, but prohibit expansion of the structures.

2. Policies and Practices

(a) Existing structures should be maintained and integrated into farming activities if feasible.

(b) Existing structures shall be used for farm related or farm support activities only.

3. Goals

(a) Ensure long term maintenance and operations of existing farm structures.

F. Public Access

1. Trails

(a) Background: Agricultural parcels owned by the City are of interest to the entire community and require access trails and point of interest viewing locations. The City and the Park District are in the process of constructing a trail system that would connect the farm properties in the farm district. The City's Non-Motorized Transportation Plan includes plans for the construction of non-motorized facilities in the area. In addition, portions of the property not dedicated to agriculture may serve low impact public uses.

(b) Policies and Practices

i. Trails and viewing stations should be developed to ensure that public visitors can access and view the property, will not interfere with farm activity, and are safe from active farm operations.

ii. Open space on the property may allow activities such as compiling wildlife and plant inventories, analyzing the life forms in the waterways, placing birdhouses on parts of the property, making periodic butterfly or bird counts, picking up litter on an annual basis and removal of invasive species where appropriate.

(c) Goals

i. Develop trail system with viewing stations for points of interest to allow the public access to the Day Road Farm Area.

ii. Integrate the trail system with the City non-motorized transportation plan and Bainbridge Island Metropolitan Park and Recreation District's Island-wide trail planning.

2. Education Activities

(a) Policies and Practices

i. Public and private educational activities shall be allowed and encouraged on the Day Road Farm.

ii. Public and private educational activities may include, but are not limited to, volunteer projects to enhance the public's enjoyment of the properties, and opportunities for Bainbridge residents and others to educate themselves about agricultural practices and the natural world. These could include agricultural education programs, public growing programs, trail enhancement, and property enhancement work parties.

(b) Goals

i. The possibility of granting historic status to the Suyematsu property through the state registry should be researched. Such designation would acknowledge the historical and cultural significance of Japanese farmers on Bainbridge Island, and may open the property up to additional funding and educational opportunities.

ii. Develop partnerships with educational institutes to facilitate educational opportunities on the property. Specifically: (i) build and facilitate K-12 learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability, (ii) develop adult learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability – these may include internship programs and classes coordinated with WSU Extension and other educational programs.

G. Stewardship/Habitat Conservation

1. Background: Natural habitat and watercourses are an indispensable and irreplaceable but fragile natural resource with which the citizens of Bainbridge Island have been endowed. The natural areas and habitats are a unique sub-system in the local environment. Further, preservation of natural habitats in agricultural areas helps to ensure a continuance of native biological diversity. Therefore, efforts shall be made to preserve/maintain existing critical areas as defined by BIMC.

2. Policies and Practices

(a) Farm practices should reflect a relation to the natural environment.

(b) Farm practices should preserve the unique natural habitats of agricultural areas for species that commonly rely on healthy farmlands.

(c) Portions of the property bordering private non-agricultural property and public rights of way shall be maintained in a natural vegetative state, when compatible with farm uses of the property. These border areas may be planted and maintained with native plants, edible plantings and plantings supportive of habitat and food provision for birds and animals. Where possible plantings should include a variety of plant species and avoid monocultures. Where practicable trees should be planted on or near the property line, shrubs and smaller trees should be planted in front of these, and finally shrubs and groundcovers should be placed in front. This will allow for a tapered buffer to maximize privacy and habitat variation. Consideration should be given to planting of edible plant species that can be harvested. All planting must be balanced against usability of the land for crop production which will take precedence.

(d) Management of the property should be mindful of the water course that runs from Day Road through the Bentryn property and the M & E property. This ravine is a high value natural area.

(e) Currently the center of Suyematsu East is occupied by an active and large scale composting operation. The composting operation is controlled by Akio Suyematsu. This operation is undertaken as part of Mr. Suyematsu's life estate management of the property. It is his hope to leave a legacy of excellent soil conditions at the Day Road Farm. It is anticipated that when Mr. Suyematsu is no longer running this operation that it will be modified.

3. Goals

(a) Place a conservation easement on portions of this property and the adjacent properties containing the ravine area to permanently protect the open space value of this portion of these properties.

(b) Develop a habitat management plan for the Day Road Farm.

(c) Develop a long-term plan for compost operations in cooperation with Mr. Suyematsu.

H. Timber Removal

1. Background: According to the property Conservation Restrictions “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 activities are used to acquire additional open space property in accordance with applicable laws and ordinances.”

IV. Prohibited Uses

The following uses are prohibited on the property under the Conservation Restrictions:

A. Subdivision of the property.

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

C. 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.

MORALES FARM

I. General Property Description

The Morales Farm is owned by the City and currently managed by the Friends of the Farms under a stewardship plan dated November 4, 2003, that has been incorporated into a management contract.

The Morales Farm has value as a historic farm located in a part of the island with soil and other conditions conducive to agriculture, at the South West corner of the Farm District. The property must be preserved as a community resource to promote island farming.

The Morales house was built in 1953 and served as the primary residence of the Morales family before the property was put on the market after many years of use by the family for farming. The property was sold to the City in 2003 as an open space fund acquisition.

A. Acreage: Acreage: 4.74.

B. Location: The property is located in the NE ¼ of Section 10, Township 25N, Range 2E, at 8862 Lovgreen Road, Bainbridge Island in the Manzanita Bay Watershed.

C. Tax Parcel No.: 102502-1-062-2006

II. Management Goals, Policies and Practices

A. Agricultural Use

1. Background: The Morales Farm has been used for small-scale agriculture for decades. The farm fell into disuse when the Morales family vacated the property prior to purchase by the City. The property should be returned to maximum agricultural production. Under Friends of the Farms management, substantial steps have been taken toward that goal over the past eight years.

2. Policies and Practices

(a) Given the high quality soil conditions and solar exposure of this farmland, the land should be farmed to the maximum consistent with feasible and sustainable objectives (with allowance for standard farm practices such as regular fallowing of land, and variation of crops from one season to another or long-term crop development).

(b) Farming operations shall be carried out in a cooperative manner among all farmers bearing leases to the farmland. Such cooperation will include but not be limited to equipment and infrastructure sharing, repair and maintenance of farm

infrastructure and common areas, group irrigation planning, marketing, farm stand sales, and crop rotation planning.

(c) Property owners and lessees must comply with any and all applicable local ordinances, including but not limited to zoning, solid waste, wellhead protection and critical areas ordinances, and any applicable federal, state and local permits that may be required.

(d) Farm activities on the Morales Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(e) Food crops shall be preferred, and both feed lots and turf farms are prohibited.

(f) Farmers should rely on the findings of the Farm Evaluation Plan for the Morales Farm Property, if available, as they develop farm plans.

(g) Long-term operating leases designed to ensure economic viability shall be offered to farmers who are chosen as tenants. Farm leases shall be given terms based on farmer experience, farmer business plan, availability of agricultural lands, type of crop and demonstrated farmer ability to meet management goals for the property and City agricultural lands.

3. Goals:

(a) Farm Plans. Farmers utilizing Morales Farm agricultural lands must develop individual farm plans and business plans to be reviewed in a City-approved application process.

(b) Develop Farm Evaluation Plan for the Morales Farm Property to identify potential agricultural uses for the farm area. The evaluation should include an analysis of soil quality, water availability, potential crop and livestock capacity, and analysis of existing and potential farm related infrastructure.

(c) Develop a cooperative maintenance and repair plan and schedule for common areas and shared infrastructure.

B. Water

1. Background: There is a shallow well on the property (see "pumphouse" on site plan for location). This is currently being used to support agricultural activity. Friends of the Farms installed a new pump and electrical system. The well originally provided water for the Morales residence. Anecdotally, the well never runs dry. Future plans for the property should include applying to the Department of Ecology for a water right to serve agricultural activity. A seasonal stream crosses the property from the northeast, emptying into a wetland on the adjacent property to the west. The Morales

family made use of water from the pond on the neighboring property to the west for their agricultural needs. Another approach to securing long-term water access for agricultural activities could include approaching the neighbor for a water easement. A third approach for providing water to the property could include hooking up the Morales Farm to the North Bainbridge Water system, which serves the surrounding neighborhood. This would provide a health department-approved water source for any residence or farm stand on the property, though it does not represent a likely source of agricultural water due to the costs of irrigation water usage.

C. Soil

1. Policies and Practices

(a) Farm activities affecting soil on the Morales Farm shall conform to the Resource Inventory Evaluation and Alternatives produced for the property by the Kitsap Conservation District.

(b) The amount and timing of amendments and fertilizer applications should be based on crop needs and production goals.

(c) Farm Practices shall implement farm practices that intercept runoff and sediment as close to the source as possible.

(d) Efforts to control sources of runoff, sediment, and erosion should be coordinated with those of neighboring properties.

(e) Protect unpaved roads and other heavy-use or bare soil areas should be protected from concentrated flows of water.

(f) Sediment and runoff should be detained and filtered before it leaves the property.

3. Goals

(a) Perform an evaluation of site conditions to determine farm-site irrigation, rainfall, stormwater runoff patterns, and identify erosion problem areas and their causes.

(b) Develop a farm plan to minimize erosion.

(c) Perform an evaluation of site conditions to determine farm-site soil conditions and quality.

(d) Develop a farm plan to improve and maintain soil conditions and quality.

D. Housing/Structures

1. Background: The property includes the Morales house and adjacent garage structure. The house is currently unoccupied.

The house and garage are currently used for storage by farmers using the land for agricultural purposes. The roof of the house was replaced by the City in 2007. Remodeling of the structure is occurring now and will likely be completed in 2012.

2. Policies and Practices

(a) The Morales house for use depending on cost and need include:

i. Storage for agricultural activities on the property and for City activities.

ii. Classroom area for agricultural intern and education programs.

iii. Farm stand for produce sale. This option is attractive due to its location near the Hwy-305. Use as a farm stand would have to include consideration of other locations such as the Day Road Farm, which appears to be the current favored location for a farm stand.

iv. Residential use. Farm housing and affordable housing are an identified need for the community.

(b) A large green-house structure has been established on the property is owned and managed by Butler Farms. The structure will serve the growing needs of the farmers on the property and will also serve as an auxiliary structure for agriculture education programs.

3. Goals

(a) Ensure long term maintenance and operations of existing farm structures.

E. Public Access

1. Trails

(a) Background: The Morales Farm is on the far South West corner of the City Farm District. The City is interested in constructing a trail system that would connect the farm properties. The Non-Motorized Transportation Plan includes plans for the construction of non-motorized facilities in conjunction with Day Road to the north of the Morales Farm.

(b) Policies and Practices

i. Trails and viewing stations should be developed to ensure that public visitors can access and view the property, will not interfere with farm activity, and are safe from active farm operations.

ii. Open space on the property may allow activities such as compiling wildlife and plant inventories, analyzing the life forms in the waterways, placing birdhouses on parts of the property, making periodic butterfly or bird counts, picking up litter on an annual basis and removal of invasive species where appropriate.

(c) Goals

i. Develop trail system with viewing stations for points of interest to allow the public access to the Johnson Farm Area.

ii. Integrate the trail system with the City non-motorized transportation plan and Bainbridge Island Metropolitan Park and Recreation District's Island-wide trail planning.

2. Education Activities

(a) Policies and Practices

i. Public and private educational activities shall be allowed and encouraged on the Johnson Farm.

ii. Public and private educational activities may include, but are not limited to, volunteer projects to enhance the public's enjoyment of the properties, and opportunities for Bainbridge residents and others to educate themselves about agricultural practices and the natural world. These could include agricultural education programs, public growing programs, trail enhancement, and property enhancement work parties.

(b) Goals

i. Develop partnerships with educational institutes to facilitate educational opportunities on the property. Specifically: (i) build and facilitate K-12 learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability, (ii) develop adult learning experiences integrated with farm operations, in a way that does not interfere with daily business and supports the farm's sustainability – these may include internship programs and classes coordinated with WSU Extension and other educational programs.

ii. Consideration should be given to placing an interpretive display on the property that explains the history and cultural contributions of Filipino farmers on

Bainbridge Island. Potential partners that could help design and construct the display include the Bainbridge Island Historical Society, Bainbridge Island Arts and Humanities Council, or other cultural organizations. Due to its historic and cultural values, the Morales farm may be a candidate for historical designation through the state registry. Such designation could open up the farm and the City's farmland preservation program in general, to additional funding opportunities.

H. Habitat Conservation

1. Background: Natural habitat and watercourses are an indispensable and irreplaceable but fragile natural resource with which the citizens of Bainbridge Island have been endowed. The natural areas and habitats are a unique sub-system in the local environment. Further, preservation of natural habitats in agricultural areas helps to ensure a continuance of native biological diversity. Therefore, efforts shall be made to preserve/maintain existing wetland and woodland areas.

2. Policies and Practices

(a) Farm practices should reflect a relation to the natural environment.

(b) Farm practices should preserve the unique natural habitats of agricultural areas for species that commonly rely on healthy farmlands.

(c) Portions of the property bordering private non-agricultural property and public rights of way shall be maintained in a natural vegetative state. These border areas should be planted and maintained with native plants, edible plantings and plantings supportive of habitat and food provision for birds and animals. Plantings should include a variety of plant species and avoid monocultures. Where practicable trees should be planted on or near the property line, shrubs and smaller trees should be planted in front of these, and finally shrubs and groundcovers should be placed in front. This will allow for a tapered buffer to maximize privacy and habitat variation. Consideration should be given to planting of edible plant species that can be harvested. All planting must be balanced against usability of the land for crop production which should take precedence.

(d) The farm is transected by a Non-fish seasonal (Ns) stream that drains west to Manzanita Creek. While Manzanita Creek has documented presence of salmonid species, publicly available data indicate the presence of a fish passage barrier where the stream passes under SR 305 via a culvert. This fish passage barrier is classified by Washington Department of Fish and Wildlife (WDFW) as a "total barrier." Current City critical areas regulations require a 50-foot buffer for Ns streams, measured from the ordinary high water mark (OHWM). Buffers are to be retained in their natural condition; however, it is acceptable to enhance the buffer by planting native or equivalent vegetation as approved by the City. Ongoing agricultural activities using best management practices as included in a farm management plan developed by the Kitsap Conservation District are exempt from current critical areas regulations; however, it is recommended that invasive species, such as Himalayan and evergreen blackberry and Scotch broom, as well as tree

species that may shade actively farmed areas, be removed from the stream buffer. Depending upon the extent of bare ground resulting from plant removal, native plant species of quantities and height that will provide an adequate riparian plant community and not interfere with agricultural activities should be installed. In addition, the Kitsap Conservation District recommends the correct management of fertilizers and chemicals on the farm property.

A small wetland lies to the west of the farm on the opposite side of the access road immediately adjacent to the farm. Due to the location of the existing road between the wetland and the farm, agricultural activities on the farm would not likely adversely affect the functions and values of the wetland as long as the correct management of fertilizers and chemicals is implemented on the farm property.

3. Goals

(a) Place a conservation easement on portions of this property and the adjacent properties containing the ravine area to permanently protect the open space value of this portion of these properties.

(b) Develop a habitat management plan for the Morales Farm.

G. Special Considerations

1. Aesthetics.

(a) Background: As both public lands and as fully operational commercial farmlands management of these lands must strike a delicate balance between form and function. One of the reasons operating farms are supported on public lands is that they reflect a rural aesthetic valued by the community. They are also supported because of their practical value of providing locally grown food for local consumption. Farm management is inherently a busy and sometimes messy industry, and these practices must not be compromised by aesthetics alone. To balance these values the farmland must be maintained according to the following Policies and Practices:

(b) Policy and Practices

i. Obsolete materials and machinery should be removed from the property, or if they are to be saved organized for display.

ii. Mechanical equipment and storage areas should be screened by vegetation or building design where possible.

iii. Vegetation near roadsides and public areas should be maintained.

iv. Structures should reflect the historical and rural character of local farms where feasible.

EXHIBIT C

KITSAP CONSERVATION DISTRICT CONSERVATION FARM PLAN

**RESOURCE INVENTORY EVALUATION
AND
MANAGEMENT ALTERNATIVES**

For

**City of Bainbridge Island
280 Madison Ave North
Bainbridge Island, WA 98110
(206) 842-2552**

**Day Road Agriculture Properties
Day Rd**

Tax Parcels

**10250210632005
10250210522008**

By

**Brian Stahl
Resource Planner
Kitsap Conservation District
(360) 337-7171**

2006

Farm Plan Disclaimer

This farm plan does not exempt the property owners or lessees from compliance with any and all local ordinances, including but not limited to zoning, solid waste, wellhead protection and critical areas ordinances nor any applicable federal, state and local permits that may be required during any BMP implementation phases of this farm plan.

PURPOSE

A Conservation Farm Plan is a document developed by your Conservation District and you, the farmer or landowner. It is a series of actions developed to meet a farmer's goals while protecting water quality and the natural resources. Some of the things considered in a farm plan are farm size, soils type, slope of the land, proximity to streams or water bodies, type of livestock or crops, the farmer's goals, resources such as machinery or buildings and finances available.

BACKGROUND

The 25.75 - acre two parcel property is located in the NE ¼ of Section 10, Township 25N, Range 2E, at 9229 Day Road, Bainbridge Island in the Manzanita Bay Watershed. The property is a historic farm currently managed by Akio Suyematsu and Gerard Gentryn. A CONSERVATION PLAN MAP is located in the appendix. This plan is being prepared in response to a request by the City of Bainbridge Island for long range planning.

OBJECTIVES

- Utilize farm property in an environmentally conscious and sustainable manner.
- Establish vegetative buffer along seasonal stream
- Provide a location where small farms can grow and sell their products

GENERAL INFORMATION

- The average annual rainfall in this area is 35 inches.
- The average annual air temperature is 51 degrees F.

Agricultural Buildings – Several agriculture structures exist on the property. See Conservation Plan Map for locations

Cultural Resources

According to the Washington State Register of Cultural Resources, obtained from the Washington State Office of Archaeology and Historic Preservation, there are no known historical or cultural resources mapped in this section.

RESOURCE INVENTORY

Soils - Please refer to attached soil map and descriptions. Most soils on property are in the "C" Hydrologic Soil Group with the exception of the northeast corner which is in the "D" Hydrologic Soil Group. Soil depth to hardpan varies from 30" – 60". Monthly Leaching Index calculations indicate nutrient leaching into ground water sources may occur between November 1st and March 1st.

Soil Type	Hydrologic Group
(2) – Alderwood very gravelly sandy loam, 6-15% slopes	C
(15) – Harstine sandy gravelly loam, 6-15% slopes	C
(22) – Kapowsin gravelly loam, 0-6 % slopes	C
(23) – Kapowsin gravelly loam, 6-15% slopes	C
(37) – Norma fine sandy loam	D

See attached soil inventory map for soil locations

Water – A drainage ditch flows south through the center of the property into two man made ponds. Seasonal flow from the ponds feed into Manzanita Creek. Buffers along the ditch average 12 feet. The buffer along the "organic debris composting area" may be inadequate due to the yard waste grinding and aged manure storage. The water sources for the property are a shallow hand dug well located along the north property line, two man-made ponds, and a "Certificate of Surface Water Right" issued in 1955. Water right allows 0.18 cubic foot per second of water for the purpose of irrigating 18 acres. Water right was issued to Akio Suyematsu, who owned 40 acres at that time. Two irrigation ponds were dug in the 1960's and 1970's. Estimated capacities of ponds are 1.2 million gallons. Both ponds are located on the Gerard Bentryn property. Mr. Bentryn has issued ½ of the water right to the City of Bainbridge for irrigation purposes.

Livestock - Two draft horses owned by Betsy Wittick graze a one acre pasture. Pasture was in very good condition indicating good pasture management.

Farmland – See Conservation Plan Map for existing field locations. Currently, there are 14 fields of various crops totaling 15 acres. Fields 1, 4, and 7 are in continuous grape vineyard or raspberry production. Field 9 is pastureland. Field 12 is planted with a mixture of native and ornamental trees. The remaining fields are planted annual with various produce or pumpkins. Most fields are planted with a cover crop over the winter months. The area located east of the drainage ditch along the north property line is co-managed by Akio Suyematsu and Scotts Tree Service. The piles of material range from ground yard waste to aged livestock manure. Leachates from the piles are a significant concern to water quality in the ditch.

Air - Presently, foul odors on the property are minimal.

Wildlife Area – A few fir trees exist along the drainage ditch. The remainder of the drainage is severely lacking native trees and shrubs.

CONSERVATION NEEDS AND ALTERNATIVES - See Conservation Plan Map for locations of proposed practices.

Some of the alternatives listed below may be eligible for financial assistance. To insure eligibility, Kitsap Conservation District must be notified before project initiation i.e. material purchase, design, installation.

EXISTING SITUATION

Currently there are two draft horses that graze a one acre pasture on the property. Horses are owned by Betsy Wittick, a private property owner located within the Day Road Farm area.

Imported livestock manure from local sources is currently used as an alternative crop nutrient. Manure is stored on a 36'x79' concrete slab with ecology block walls. Estimated storage capacity is 500 cubic yards. Pile is covered during the winter months.

Yard waste is accepted on the property by private property owners and Scott's Tree Service and stored in the Organic Debris Composting Area. Scott's Tree Service rents the northern half of the area for composting activities. The southern half consists of composted materials and aged livestock manure. The entire Organic Debris Composting Area raises concerns due to the potential of sediment and dissolved contaminants entering the adjacent drainage ditch. Current buffer averages less than 20 feet and is mostly Himalayan blackberry.

Farmers working the property use organic growing practices and integrated pest management whenever possible. Irrigation systems range from overhead "big gun" sprinklers to drip irrigation. The main irrigation water source is two man made ponds dug in the 1960's and 1970's. Estimated capacity of ponds is 1.2 million gallons. Neither of the ponds are on City property, both are located on the Gerard Bentryn property. Mr. Bentryn has issued ½ of the water right to the City of Bainbridge for irrigation purposes. A "Certificate of Surface Water Right" was issued To Akio Suymatsu in 1955. Water right allows 0.18 cubic foot per second of water for the purpose of irrigating 18 acres.

EFFECTS

- A lack of irrigation management may lead to soil erosion, nutrients entering waterways or ground water, reduced stream flows, water right violations, and pond reservoir depletion.
- Insufficient pest management may lead to pesticides entering waterways or ground water and inadvertent elimination of beneficial organisms
- Scarce vegetation cover on croplands decreases soil uptake rates of nutrients, increasing runoff and reducing filtering. Lack of a vegetative cover also allows soil erosion to occur at greater rates.
- Insufficient buffers along ditch and pond may lead to excessive sediments, nutrients, and other pollutants entering open water resources.
- An uncovered manure pile or accumulation of manure contributes nutrients and bacteria to surface water through the processes of leaching and runoff.
- Livestock access to wet areas causes compaction and excessive muddiness which results in increased manure laden runoff leaving the area. This also creates the potential for animals to deposit wastes directly into surface waters.

ALTERNATIVES – NRCS Practice Specifications are available at the following web site:
<http://efotg.nrcs.usda.gov/treemenuFS.aspx?StateName=Washington&MenuName=menuWA.zip&MenuType=2>

Use Exclusion (472) – Excluding animals, people or vehicles from an area.

Purpose – To protect, maintain, or improve the quality and quantity of plants, soil, air and water, and improve aesthetics, human and animal health and safety.

- Due to Bremerton-Kitsap Health District ordinances, no hoofed animals are allowed on drain fields. Agricultural structures and livestock heavy use areas shall not be located within 50 feet of well.
- Exclude livestock from proposed Filter Strips during the winter months and follow Prescribed Grazing (528A) during the remainder of the year.
- During the winter months, exclude livestock from cultivated areas that have cover crops.
- Confine animals to roofed areas or barns with heavy use areas and sacrifice fields during rainy season.

Waste Storage Structure (313) – A planned system in which all necessary components are installed for storing liquid and solid waste

Purpose – To store waste in a manner that prevents or minimizes degradation of air, soil, and water resources and protect public health and safety.

- Utilize the existing Waste Storage Structure to store livestock manure for crop nutrient needs.
- Do not spread manure onto ponded or saturated fields. Spread in accordance with nutrient management as described later in this plan.

Roof Runoff Management (558) / Underground Outlets (620) – A facility for collecting, controlling, and disposing of runoff water from roofs.

Purpose – To prevent roof runoff water from flowing across concentrated waste areas, barnyards, roads, and alleys, and to reduce pollution and erosion, improve water quality, preventing flooding, improve drainage, and protect the environment.

- Connect downspouts and underground outlets to buildings. Outlet roof runoff to infiltration pits, buffer areas, or irrigation containment. This will keep roof clean water clean and prevent potential muddy conditions in livestock heavy use areas.

Heavy Use Area Protection (561) - Protecting heavily used areas by surfacing with suitable materials to reduce muddiness and surface runoff that may lead to manure laden runoff, leaching of nutrients, and unhealthy livestock conditions.

Purpose – To stabilize urban, recreation or facility areas frequently and intensely used by people, animals, or vehicles.

- If livestock are housed on the property, create heavy use areas for confinement and exercise for livestock during the winter months and to allow implementation of Prescribed Grazing (528A) as described later in this document. These should be located on the driest areas on the farm to perform correctly. Heavy use area size should be limited to 12' x 30' in size to minimize impact and allow livestock to exercise. The following are two options on how to create heavy use areas:

NRCS approved options for heavy use area protection:

Low impact option

- a) In the dry season, excavate the top of soil that is apt to become muddy during the rainy season.
- b) In hydric soil conditions, place a layer of filter fabric onto native ground surface in proposed heavy use area.
- c) Place 4" of 5/8" or 3/4" clean crushed rock onto surface.
- d) Install a ecogrid of similar product.
- e) Cover grid with 1/4" pea gravel or similar material to create footing .
- f) Pick manure on a daily basis to maintain a clean and pervious heavy use area.

Or

Gravel option

- a) In the dry season, excavate the top of soil that is apt to become muddy during the rainy season.
- b) Apply filter fabric over the surface of the soil.
- c) Apply 8" of 3" minus crushed rock in heavy use area, than surface with 4" of 3/4" minus crushed rock, sand, or other fine material.
- d) Slope area away from barn or spigot for drainage.
- e) Fill holes in surfacing as soon as they occur.
- f) Pick manure on a daily basis to maintain a clean and pervious heavy use area.

**Manure must be picked from heavy use areas to prevent surface sealing which will lead to ponding and surface runoff.*

Nutrient Management (590) - Managing the amount, form, placement, and timing of applications of plant nutrients.

Purpose - To supply plant nutrients for optimum forage and crop yields, minimize entry of nutrients to surface and groundwater, and to maintain or improve chemical and biological condition of the soil.

- Exclude livestock from ponded fields and wet soils during the winter months to allow plants to maintain vigor and avoid overgrazing and soil compaction.
- Spread stored manure onto gardens or cropland after March 1st of each year or when conditions permit to provide plants with nutrients to maximize forage production. Apply nutrients in accordance with plant needs. This information will be provided as needed. It is suggested that a soil test be completed to determine nutrients in soil. If commercial fertilizer is applied, deduct nutrients in manure from recommended rates to avoid over application of nutrients. A fall soil test is recommended to "fine tune" nitrate application.
- Do not apply wastes to surface water or excessively wet soils.

Filter Strip (393) – A strip or area of vegetation that removes sediment, organic matter, and other pollutants from runoff and wastewater, and provides limited habitat for wildlife. See attached Conservation Practice Standard.

Purpose – To remove sediment and other pollutants from runoff or wastewater by filtration, deposition, infiltration, absorption, adsorption, decomposition, and volatilization, thereby reducing pollution to surface water and adjacent lands.

- Organic Debris Composting Area – Create a herbaceous vegetative strip between the composting area and the drainage ditch. Due to the unknown composition of yard waste and aged manure pile, an extended filter strip of 45 feet is recommended along “organic debris composting area” to reduce potential dissolved contaminants from entering the drainage ditch. Allow grass filter strips to grow to average height of at least 3” prior to the rainy season (November 1st through April 1st) to filter any runoff from composting area. Filter strip will capture sediments and help remove pollutants from entering Manzanita Creek. Vegetative species shall meet Filter Strip (393) specifications.
- Pond Area and cropland buffers - Maintain a 35 foot herbaceous vegetative strip between the ponds and cropland.

Cover Crop (340) – A crop of close-growing grasses, legumes, or small grain grown primarily for seasonal protection and soil improvement. It usually is grown for 1 year or less, except where there is permanent cover as in orchards.

Purpose - To control erosion during wet periods, allow nutrient uptake, provide filter for sediment and nutrient, add organic material to the soil, and improve infiltration, aeration, and tith.

- In the fall of each year overseed bare soil areas with close-growing grasses, legume, or small grain to uptake nutrients and minimize soil erosion.

Prescribed Grazing (528A) – The controlled harvest of vegetation with grazing or browsing animals, managed with the intent to achieve a specified objective.

Purpose – This practice may be applied as part of a conservation management system to accomplish one or more of the following purposes:

- ❖ Improve or maintain the health and vigor of selected plant(s) and to maintain a stable and desired plant community.
 - ❖ Provide or maintain food, cover and shelter for animals of concern.
 - ❖ Improve or maintain animal health and productivity.
 - ❖ Maintain or improve water quality and quantity.
 - ❖ Reduce accelerated soil erosion and maintain or improve soil condition for sustainability of the resource.
- Manage Filter Strips, Contour Strips, and other grassed areas as described below.

a) Rotational grazing -- To gain optimal usage from the grass it is important to minimize immediate regrowth of new growth and to utilize pastures as evenly as possible. Rotate

livestock to another field while resting the previously grazed field. Turn livestock back in when grasses are 5-6" tall and remove animals when grasses are 2-3" tall or after a two-week period which ever comes first. Clip and harrow, if needed, after each grazing period. Clipping maintains grass at an even height and eliminates tall unpalatable grasses and weeds. Harrowing spreads manure droppings and minimizes uneven growth.

b) Livestock exclusion -- (1) Exclude livestock from wet or ponded pasture areas to prevent compaction and muddiness. (2) Exclude livestock from grassed strips during rainy season.

c) Nutrient management -- If possible, apply manure in spring of each year evenly to cropland to meet nutrient needs and improve soil tilth. A soil test is suggested to see if any additional fertilization is needed. Remember to subtract nutrient amount applied in manure from amount suggested in soil test. Do not apply manure/fertilizer to open water area. A fall test is recommended to evaluate residual soil nitrogen level to further "fine tune" applications of nitrogen the following years.

Pest Management (595) – Utilizing environmentally sensitive prevention, avoidance, monitoring and suppression strategies to manage weeds, insects, disease, animals and other organisms (including invasive and non-invasive species), that directly or indirectly cause damage or annoyance.

Purpose – Enhance quantity and quality of commodities. Minimize negative impacts of pest control on soil resources, water resources, air resources, plant resources, animal resources and/or humans.

- Integrated Pest Management (IPM) that strives to balance economics, efficiency and environmental risk shall be implemented. Washington State University Extension Bulletin 1786 provides information on IPM. This sustainable approach to pest control combines the use of prevention, avoidance, monitoring and suppression strategies, to maintain pest populations below economical damaging levels, to minimize pest resistance, and to minimize harmful effects of pest control on human and environmental resources. IPM suppression systems include biological controls, cultural controls and the judicious use of chemical controls. Information and fact sheets are available for commodity specific IPM at the following web-sites:

- <http://ipm.wsu.edu/>
- <http://pep.wsu.edu/>
- <http://wsprs.wsu.edu/CropProfiles.html>

Irrigation Water Management (449) – Irrigation Management is the process of determining and controlling the volume, frequency, and application rate of irrigation water in a planned, efficient manner.

Purpose – Manage soil moisture to promote desired crop response. Optimize use of available water supplies. Minimize irrigation induced soil erosion. Decrease non-point source pollution of surface and ground water. Manage salts in the crop root zone. Manage air, soil, or plant micro-climate.

The water sources for the property are a shallow hand dug well located along the north property line and a "Certificate of Surface Water Right" issued in 1955. Water right allows 0.18 cubic foot per second of water for the purpose of irrigating 18 acres. Water right was issued to Akio Suyematsu, who owned 40 acres at that time. Two irrigation ponds were dug in the 1960's and 1970's. Estimated capacities of ponds are 1.2 million gallons. Both ponds are located on the Gerard Bentryn property. Mr. Bentryn has issued 1/2 of the water right to the City of Bainbridge for irrigation purposes.

See attached "Day Road Farm Irrigation" spreadsheet.

- Maximum potential irrigation from ponds assuming irrigating 17 acres of cropland over a four month period is 0.6 inches water per acre per month.
- Maximum potential irrigation per 18 acres per 1/2 Water Right is 3.57 inches per acre per month.
- Irrigation shall be applied through drip irrigation if possible or low flow type sprinklers. Irrigation shall be based on plant needs and available water holding capacity of the soil. See attached Irrigation Water Management (449)

WILDLIFE HABITAT MANAGEMENT

EXISTING CONDITIONS:

A seasonal drainage ditch flows south bisecting the two parcels. Ditch flows into a series of two man-made ponds on the Bentryn Property. The buffer along the ditch adjacent to the composting is mostly Himalayan blackberry and is approximately 12 feet in width. Buffers around northern pond vary from 15 feet to 20 feet of mostly native grasses. Buffers around southern pond vary from 29 feet to 50 feet of a variety of mostly native trees and shrubs.

ALTERNATIVES:

Upland Wildlife Habitat (645) – Creating, restoring, maintaining or enhancing areas for food, cover, and water for upland wildlife and species, which use upland habitat for a portion of their life cycle.

Purpose – This practice may be applied as part of a resource management system to:

- ❖ Provide a variety of food for wildlife;
- ❖ Provide a variety of cover types for wildlife, examples of wildlife use include nesting in dense shrubs, fawning in tall grass, resting in snags, escape from predation along travel lanes, and thermal buffering created by conifer stands.
- ❖ Provide water for wildlife.
- ❖ Arrange habitat elements in proper amounts and locations to benefit wildlife.
- Consider planting native trees and shrubs along ditch and ponds to improve wildlife habitat. Trees & shrubs provide erosion control, wildlife habitat, and climate control.

CONCLUSION

This completes your current farm plan. This is a working document that can change as your objectives change. The plan serves as a record of decisions and provides a way of allowing you to track your progress. To the best of our ability, with either financial or technical assistance, we will assist you in the implementation of your farm plan. Thank you for giving us the opportunity to work with you. Maintaining your awareness of our natural resources will benefit you and your livestock as well as our environment.

Landowner

Date

Land Manager

Date

Kitsap Conservation District Resource Planner

Date

APPENDIX:

- Soils Inventory Map
- Soils Descriptions
- Conservation Plan Maps

NOTE: NRCS Specification Sheets will be provided for each practice upon request.

**RESOURCE INVENTORY EVALUATION
AND
MANAGEMENT ALTERNATIVES**

Requested By

Trust for Working Landscapes

For

**City of Bainbridge Island
280 Madison Ave North
Bainbridge Island, WA 98110
(206) 842-2552**

**Morales Farm
Lovgreen Rd**

By

**Brian Stahl
Resource Planner
Kitsap Conservation District
(360) 337-7171**

2005

Farm Plan Disclaimer

This farm plan does not exempt the property owners or lessees from compliance with any and all local ordinances, including but not limited to zoning, solid waste, wellhead protection and critical areas ordinances nor any applicable federal, state and local permits that may be required during any BMP implementation phases of this farm plan.

PURPOSE

A Conservation Farm Plan is a document developed by your Conservation District and you, the farmer or landowner. It is a series of actions developed to meet a farmer's goals while protecting water quality and the natural resources. Some of the things considered in a farm plan are farm size, soils type, slope of the land, proximity to streams or water bodies, type of livestock or crops, the farmer's goals, resources such as machinery or buildings and finances available.

BACKGROUND

The 4.74-acre property is located in the NE ¼ of Section 10, Township 25N, Range 2E, at 8862 Lovgreen Road, Bainbridge Island in the Manzanita Bay Watershed. The property is a historic farm currently managed by Trust for Working Landscapes. A CONSERVATION PLAN MAP is located in the appendix. This plan is being prepared in response to a request by Trust for Working Landscapes.

OBJECTIVES

- Utilize farm property in an environmentally conscious and sustainable manner.
- Establish vegetative buffer along seasonal stream
- Provide a location where small farms can grow and sell their products

GENERAL INFORMATION

- The average annual rainfall in this area is 35 inches.
- The average annual air temperature is 51 degrees F.

Agricultural Buildings – Several small structures, garage, and house exist on the property.

Cultural Resources

According to the Washington State Register of Cultural Resources, obtained from the Washington State Office of Archaeology and Historic Preservation, there are no known historical or cultural resources mapped in this section.

RESOURCE INVENTORY

Soils - Please refer to attached soil map and descriptions. All soils on property are in the "C" Hydrologic Soil Group. Soil depth to hardpan averages 36". Monthly Leaching Index calculations indicate nutrient leaching into ground water sources may occur between November 1st and March 1st.

- (1) – Alderwood very gravelly sandy loam, 0-6% slopes
- (3) – Alderwood very gravelly sandy loam, 15-30% slopes

See attached soil inventory map for soil locations

Water – A seasonal portion of Manzanita Creek, flows southwest through the north portion of the property. Surface flow from the southern one-third of the property flows to a depression along the west property line. The domestic water source for the property is a shallow well located along the easement road on the West side of the property.

Livestock - At time of visit, January 2005, no livestock were present on the property. Trust for Working Landscape (TWL) representatives agrees to limit livestock on the property to the amount that can be sustained from grazing the filter strips. The proposed Filter Strip and Contour Buffer Strip can produce approximately 0.6 tons of forage per year. Contact the Kitsap Conservation District for the number of livestock that may be grazed on the property.

Farmland – See Conservation Plan Map for potential farmland locations. At time of visit, January 2005, a one acre portion of the Cropland was cleared of Scotch broom and other invasive weeds leaving bare soil. The remainder of the Cropland was well vegetated. The North Slope was covered with Scotch broom and Himalayan blackberry. TWL representatives indicated North Slope may be used as a vineyard and Cropland utilized for vegetable crop production.

Air - Presently, foul odors on the property are minimal.

Riparian / Wildlife Area – A few large Douglas fir remain near the northeast portion of the property along the seasonal stream. The remainder of the stream is severely lacking native trees and shrubs.

CONSERVATION NEEDS AND ALTERNATIVES - See Conservation Plan Map for locations of proposed practices.

Some of the alternatives listed below may be eligible for financial assistance. To insure eligibility, Kitsap Conservation District must be notified before project initiation i.e. material purchase, design, installation.

EXISTING SITUATION

Currently there are no livestock on the property. Approximately one acre of the Cropland had exposed soil due to recent clearing of Scotch broom and other invasive weeds. The remainder of the Cropland was well vegetated. Exposed soils during the winter months may lead to soil erosion and excessive nutrients entering open water. TWL requests to allow the use of livestock manure as an alternative crop nutrient source.

EFFECTS of potential poor management

- Irresponsible irrigation management may lead to soil erosion, nutrients entering waterways or ground water, and reduced stream flows.
- Irresponsible pest management may lead to pesticides entering waterways or ground water and inadvertent elimination of beneficial organisms
- A lack of vegetation decreases soil uptake rates of nutrients, increasing runoff and reducing filtering. Lack of a vegetative cover also allows soil erosion to occur at greater rates.
- An uncovered manure pile or accumulation of manure contributes nutrients and bacteria to surface water through the processes of leaching and runoff.
- Animal waste left uncollected in paddocks and unprotected livestock use areas during the rainy season can lead to leaching and/or manure laden runoff entering nearby streams.
- Roof runoff concentrates water around building areas causing muddy conditions and increasing the potential for nutrient laden runoff to impact nearby wells or streams.
- Livestock access to wet areas causes compaction and excessive muddiness which results in increased manure laden runoff leaving the area. This also creates the potential for animals to deposit wastes directly into surface waters.

ALTERNATIVES

Use Exclusion (472) – Excluding animals, people or vehicles from an area.

Purpose – To protect, maintain, or improve the quality and quantity of plants, soil, air and water, and improve aesthetics, human and animal health and safety.

- Due to Bremerton-Kitsap Health District ordinances, no hooved animals are allowed on drain fields. Agricultural structures and livestock heavy use areas shall not be located within 50 feet of well.
- Exclude livestock from Riparian Forest buffer with the exception of short periods to control invasive weeds.
- Exclude livestock from proposed Filter Strips and Contour Buffer Strip during the winter months and follow Prescribed Grazing (528A) during the remainder of the year.
- During the winter months, exclude livestock from cultivated areas that have cover crops.
- Confine animals to roofed areas or barns with heavy use areas and sacrifice fields during rainy season.

Waste Storage Structure (313) – A planned system in which all necessary components are installed for storing liquid and solid waste

Purpose – To store waste in a manner that prevents or minimizes degradation of air, soil, and water resources and protect public health and safety.

- If livestock manure will be stored on the property, construct a covered waste storage facility to store livestock manure for crop nutrient purposes.
- Do not spread manure onto ponded or saturated fields. Spread in accordance with nutrient management as described later in this plan.

Roof Runoff Management (558) / Underground Outlets (620) – A facility for collecting, controlling, and disposing of runoff water from roofs.

Purpose – To prevent roof runoff water from flowing across concentrated waste areas, barnyards, roads, and alleys, and to reduce pollution and erosion, improve water quality, preventing flooding, improve drainage, and protect the environment.

- Connect downspouts and underground outlets to buildings. Outlet roof runoff to infiltration pits, buffer areas, or irrigation containment. This will keep roof clean water clean and prevent potential muddy conditions in livestock heavy use areas.

Heavy Use Area Protection (561) - Protecting heavily used areas by surfacing with suitable materials to reduce muddiness and surface runoff that may lead to manure laden runoff, leaching of nutrients, and unhealthy livestock conditions.

Purpose – To stabilize urban, recreation or facility areas frequently and intensely used by people, animals, or vehicles.

- If livestock are housed on the property, create heavy use areas for confinement and exercise for livestock during the winter months and to allow implementation of Prescribed Grazing (528A) as described later in this document. These should be located on the driest areas on the farm to perform correctly. Heavy use area size should be limited to 12' x 20' in size to minimize impact and allow livestock to exercise. The following are two options on how to create heavy use areas:

NRCS approved options for heavy use area protection:

Organic option

- a) In the dry season, excavate the top of soil that is apt to become muddy during the rainy season.
- b) Surface the area by laying down a 2-4" layer of straw, hay, filter fabric or newspaper to act as an interface between the soil and top layer of wood chips.
- c) Apply \pm 24" of fir/cedar pole peelings or hog fuel
- d) Slope area away from barn or spigot for additional drainage capability.
- e) May need to resurface with pole peelings/ hog fuel annually.
- f) May need to replace every 2-3 years.

- g) Fill any holes in surfacing as soon as they occur.
- h) Pick manure on a regular basis.

Or

Gravel option

- a) In the dry season, excavate the top of soil that is apt to become muddy during the rainy season.
- b) Apply filter fabric over the surface of the soil.
- c) Apply 8" of 3" minus crushed rock in heavy use area; than surface with 4" of 3/4" minus crushed rock, sand, or other fine material.
- d) Slope area away from barn or spigot for drainage.
- e) Fill holes in surfacing as soon as they occur.
- f) Pick manure on a regular basis.

**Manure must be picked from heavy use areas to prevent surface sealing which will lead to ponding and surface runoff.*

Nutrient Management (590) - Managing the amount, form, placement, and timing of applications of plant nutrients.

Purpose - To supply plant nutrients for optimum forage and crop yields, minimize entry of nutrients to surface and groundwater, and to maintain or improve chemical and biological condition of the soil.

- Exclude livestock from ponded fields and wet soils during the winter months to allow plants to maintain vigor and avoid overgrazing and soil compaction.
- Spread stored manure onto gardens or cropland after March 1st of each year or when conditions permit to provide plants with nutrients to maximize forage production. Apply nutrients in accordance with plant needs. This information will be provided as needed. It is suggested that a soil test be completed to determine nutrients in soil. If commercial fertilizer is applied, deduct nutrients in manure from recommended rates to avoid over application of nutrients. A fall soil test is recommended to "fine tune" nitrate application.
- Do not apply wastes to surface water or excessively wet soils.

Filter Strip (393) – A strip or area of vegetation that removes sediment, organic matter, and other pollutants from runoff and wastewater, and provides limited habitat for wildlife.

Purpose – To remove sediment and other pollutants from runoff or wastewater by filtration, deposition, infiltration, absorption, adsorption, decomposition, and volatilization, thereby reducing pollution to surface water and adjacent lands.

- Maintain a 35 foot vegetated filter strip along the east property line downslope of cropland and a 10 foot vegetative strip along stream buffer. Allow grass filter strips to grow to average height of at least 3" prior to the rainy season (November 1st through April 1st) to filter any runoff from cropland. Filter strip will capture sediments and help prevent nutrient laden

runoff from entering Manzanita Creek. Due to the soil types on the property, recommended filter strip width is 35 feet. Vegetative species shall meet Filter Strip (393) specifications.

Contour Buffer Strips (332) – Narrow strips of perennial, herbaceous vegetative cover established across the slope and alternated down the slope with wider cropped strips.

Purpose – To reduce sheet and shrill erosion, transport of sediment and other water- born contaminants downslope, on-site or of-site. To enhance upland wildlife habitat.

- Establish 8' vegetative strips at no more than 100' spacing across the northeast slope in the cropland area. Vegetative strips will provide vehicle access to gardens and intercept sediment that may erode downslope during rain events. Vegetative species shall meet Filter Strip (393) specifications.

Cover Crop (340) – A crop of close-growing grasses, legumes, or small grain grown primarily for seasonal protection and soil improvement. It usually is grown for 1 year or less, except where there is permanent cover as in orchards.

Purpose - To control erosion during wet periods, allow nutrient uptake, provide filter for sediment and nutrient, add organic material to the soil, and improve infiltration, aeration, and tilth.

- In the fall of each year overseed bare soil areas with close-growing grasses, legume, or small grain to uptake nutrients and minimize soil erosion.

Prescribed Grazing (528A) – The controlled harvest of vegetation with grazing or browsing animals, managed with the intent to achieve a specified objective.

Purpose – This practice may be applied as part of a conservation management system to accomplish one or more of the following purposes:

- ❖ Improve or maintain the health and vigor of selected plant(s) and to maintain a stable and desired plant community.
- ❖ Provide or maintain food, cover and shelter for animals of concern.
- ❖ Improve or maintain animal health and productivity.
- ❖ Maintain or improve water quality and quantity.
- ❖ Reduce accelerated soil erosion and maintain or improve soil condition for sustainability of the resource.

- Manage Filter Strips, Contour Strips, and other grassed areas as described below.

a) Rotational grazing -- To gain optimal usage from the grass it is important to minimize immediate regrowth of new growth and to utilize pastures as evenly as possible. Rotate livestock to another field while resting the previously grazed field. Turn livestock back in when grasses are 5-6" tall and remove animals when grasses are 2-3" tall or after a two-week period which ever comes first. Clip and harrow, if needed, after each grazing period. Clipping maintains grass at an even height and eliminates tall unpalatable grasses and weeds. Harrowing spreads manure droppings and minimizes uneven growth.

b) Livestock exclusion -- (1) Exclude livestock from wet or ponded pasture areas to prevent compaction and muddiness. (2) Exclude livestock from grassed strips during rainy season.

c) Nutrient management -- If possible, apply manure in spring of each year evenly to cropland to meet nutrient needs and improve soil tilth. A soil test is suggested to see if any additional fertilization is needed. Remember to subtract nutrient amount applied in manure from amount suggested in soil test. Do not apply manure/fertilizer to open water area. A fall test is recommended to evaluate residual soil nitrogen level to further "fine tune" applications of nitrogen the following years.

Pest Management (595) – Utilizing environmentally sensitive prevention, avoidance, monitoring and suppression strategies to manage weeds, insects, disease, animals and other organisms (including invasive and non-invasive species), that directly or indirectly cause damage or annoyance.

Purpose – Enhance quantity and quality of commodities. Minimize negative impacts of pest control on soil resources, water resources, air resources, plant resources, animal resources and/or humans.

- Integrated Pest Management (IPM) that strives to balance economics, efficiency and environmental risk shall be implemented. Washington State University Extension Bulletin 1786 provides information on IPM. This sustainable approach to pest control combines the use of prevention, avoidance, monitoring and suppression strategies, to maintain pest populations below economical damaging levels, to minimize pest resistance, and to minimize harmful effects of pest control on human and environmental resources. IPM suppression systems include biological controls, cultural controls and the judicious use of chemical controls. Information and fact sheets are available for commodity specific IPM at the following web-sites:

- <http://ipm.wsu.edu/>
- <http://pep.wsu.edu/>
- <http://wsprs.wsu.edu/CropProfiles.html>

Irrigation Water Management (449) – Irrigation Management is the process of determining and controlling the volume, frequency, and application rate of irrigation water in a planned, efficient manner.

Purpose – Manage soil moisture to promote desired crop response. Optimize use of available water supplies. Minimize irrigation induced soil erosion. Decrease non-point source pollution of surface and ground water. Manage salts in the crop root zone. Manage air, soil, or plant micro-climate.

- Irrigation shall be applied through drip irrigation and based on plant available water holding capacity of the soil. See attached Irrigation Water Management (449)

WILDLIFE HABITATE MANAGEMENT

EXISTING CONDITIONS:

A seasonal portion of Manzanita Creek, flows southwest through the north portion of the property. Surface flow from the southern one-third of the property flows to a depression along the west property line. A few large Douglas fir remain near the northeast portion of the property along the seasonal stream. The remainder of the stream is severely lacking native trees and shrubs.

ALTERNATIVES:

Riparian Forest Buffer (391) – An area of predominantly trees and/or shrubs located adjacent to and up-gradient from watercourses or water bodies.

Purpose – This practice may be applied as part of a resource management system to:

- ❖ Create shade to lower water temperatures to improve habitat for aquatic organisms.
 - ❖ Provide a source of detritus and large woody debris for aquatic and terrestrial organisms.
 - ❖ Create wildlife habitat and establish wildlife corridors.
 - ❖ Reduce excess amounts of sediment, organic material, nutrients and pesticides in surface runoff and reduce excess nutrients and other chemicals in shallow ground water flow.
 - ❖ Provide a harvestable crop of timber, fiber, forage, fruit, or other crops consistent with other intended purposes.
 - ❖ Provide protection against scour erosion within the floodplain.
 - ❖ Restore natural riparian plant communities.
-
- Create a 35 foot native vegetative buffer along both sides of the creek. Plant species shall be a mix of native trees, shrubs, with a focus on native edible and medicinal varieties.

CONCLUSION

This completes your current farm plan. This is a working document that can change as your objectives change. The plan serves as a record of decisions and provides a way of allowing you to track your progress. To the best of our ability, with either financial or technical assistance, we will assist you in the implementation of your farm plan. Thank you for giving us the opportunity to work with you. Maintaining your awareness of our natural resources will benefit you and your livestock as well as our environment.

Landowner

Date

Land Manager

Date

Resource Planner

Date

APPENDIX:

- Soils Inventory Map
- Soils Descriptions
- Conservation Plan Maps

NOTE: NRCS Specification Sheets will be provided for each practice upon request.

SOIL DESCRIPTIONS:

- (1) Alderwood very gravelly sandy loam, 0 to 6 percent**
- (3) Alderwood very gravelly sandy loam, 15 to 30 percent**

This moderately deep, well-drained soil occurs on broad uplands, and was formed in material deposited by glaciers. Typically, the subsurface layer consists of brown very gravelly sandy loam about a 1 inch thick. The subsoil is brown very gravelly loam about 21 inches thick. The substratum is grayish brown weakly cemented glacial till at a depth of 22 inches and ranges from 20 to 40 inches. Depth to perched water table ranges from 20 to 40 inches from January to March. Available water capacity is low. Water moves slowly through this soil.

EXHIBIT D

CAPITAL PROJECTS AND MANAGEMENT TASK LIST

As indicated in Section 3.2 (f) of the Lease:

“The parties anticipate that the list of projects on Exhibit D will change from time to time upon mutual agreement of the Parties, as projects and management tasks are completed, and as City funding, if any, and Friends’ capacity to perform evolves during the term of this Lease.”

The Parties agree to review Exhibit D and its contents annually to ensure that the projects and tasks identified herein conform to the annual work plans and budgets for both the City and Friends. Annual review should be coordinated with the City budget process, and Friends’s annual report to the City.

The following Capital Projects and Management Tasks have been identified for 2012:

A. Capital Projects:

1. **Morales Farm Green House (36’ x 96’ commercial greenhouse)** – A greenhouse structure has been established on this property for increased production, extended season production, and educational opportunities. Friends will continue installing structural elements of the green house.
2. **Morales Farm House** – Friends will complete the remodel of the Morales Farm House initiated in 2011.
3. **Crawford Property Tree Clearing** – The Crawford property is a forested property purchased by the City for farmland. The property is located at the heart of the City’s “Agricultural District.” Trees located on the Crawford property are over-shadowing currently operational farmland, and the continued growth of the trees exacerbates this problem. Friends shall continue the slow and incremental clearing of this land.
4. **Day Road Farm Water Tower Interpretive Display** – Friends has applied for an LTAC grant through the City. If Friends receives adequate funding through the LTAC grant and/or other sources, then Friends will establish an interpretive display regarding historical and contemporary farming on Bainbridge in and around the Day Road Farm Water Tower.
5. **Suyematsu Compost Filter Structure** – Friends will complete design and construction of a filter system for the Suyematsu compost operation.

B. Management Tasks:

- 1. Develop a Farm Management Plan for City Owned Agricultural Lands** - It is anticipated that this Planning process will extend into 2013 or more.
- 2. Farmer Sub-leases** - Negotiate sub-leases of the City-owned agricultural properties between Friends and the farmers currently operating on City agricultural lands.