

PARK & RECREATION BOARD AGENDA

Monday, September 9, 2019

6:30 P.M. - City Hall Council Chambers

1. Self-Introductions/Roll Call. Current members of the Park and Recreation Board are: Benjamin Misley (Chair), Kelsey Proctor (Vice-Chair), Mindy Garlington, John Eichsteadt, Bruce Hildreth, William Preble, and Stephen Dorner, City Council liaison is Mayor Tammy Stempel. Planning Commission liaison is Les Poole.
2. Approval of August 12, 2019 Minutes.
3. Gladstone Garden Association discussion, Brent Matthews-President
 - Agreement attached
4. ADA Fishing Area Grant Proposal, Cathi.
5. Business from the audience.
6. Business from staff.
 - Parks maintenance updates.
7. Business from Board.
8. Next Scheduled Meeting is October 14, 2019.
9. Adjourn.

GLADSTONE PARK & RECREATION BOARD MEETING MINUTES OF AUGUST 12, 2019

Meeting was called to order at 6:30 PM.

PRESENT:

Chair Ben Misley, Mindy Garlington, John Eichsteadt, Bruce Hildreth, Bill Preble, Kelsey Proctor

ABSENT:

Stephen Dorner

STAFF:

Jim Whynot, Public Works Director; Tammy Stempel, Mayor/Liaison

1. Self-Introductions/Roll Call

2. Approval of July 8, 2019 Minutes:

Mindy Garlington made a motion to approve the minutes. Motion was seconded by John Eichsteadt. Motion passed unanimously.

3. Memorial Donation request for Max Patterson Park:

Jessica Betnar said her family planted the flowers near the sign and they would like to add a small metal sign in concrete that indicates that the flowers were planted/cared for in memory of her brother Chris. Mr. Whynot said that they have met with them previously and do not have a problem with it.

Mindy Garlington made a motion to approve the plaque for Christopher Lausche to be placed in Max Patterson Park with the understanding that the family will maintain it. Motion was seconded by John Eichsteadt. Motion passed unanimously.

4. Meldrum Fire Training Site:

Fire Chief Rick Huffman thanked the Board for their support and allowing them to use the space for training purposes. He said there are volumes of standards they have to meet and some of the training can't be done at the fire station. He doesn't feel comfortable using the site for large fires because of the run-off/environmental issues. They added some large concrete pieces last month – they will be used for firefighter survival training and confined space rescue training. They recently moved a storage container there that will also be used for training. He noted that any of the equipment can be moved if necessary. Using the equipment here allows the firefighters to stay in town during training. They would like to install a fence around the area with two gates for access. They are going to paint the containers to make them look nice. There was discussion regarding the signage to put on the fencing and the type of fencing. They are hoping to have all of this completed by the end of the month.

John Eichsteadt made a motion to approve the installation of the fence and site improvements. Motion was seconded by Kelsey Proctor. Motion passed unanimously.

5. RC Car Track Discussion:

Rick Gustafson said they have met with Steve from Public Works and discussed erosion issues. They would like to put on some events and possibly put in a rock crawler course. Gladstone has one of the few RC tracks in Oregon/Washington. They are sponsored by Hobby Town. There was discussion regarding mitigating erosion, diverting water, possible revenue opportunities, what crawler tracks might look like, the history of the track, advertising, a wheelchair ramp, liability concerns, “no unauthorized digging” signs, history of the track, location of the track, etc. It was suggested that they establish a formal group that the City can have an agreement with, a point of contact, and establish some ground rules.

6. Business from the Audience:

Nancy Eichsteadt, representing Friends of Gladstone Nature Park, said that one of their members suggested using some of the lumber from some of the trees that had to be cut down to make improvements in the park. There has been a downed tree already identified and a person has volunteered to transport it. Mr. Whynot will notify Steve. *John Eichsteadt made a motion that FOGNP be given permission to harvest at least one tree, possibly two, as long as the park is not torn up and the trees are already down. Motion was seconded by Bruce Hildreth. Motion passed unanimously.*

7. Business from Staff:

Mr. Whynot went over the monthly reports that are part of the City Council packets that show the bulk of the work they are doing. They are partnering with West Linn and Oregon City to do some smoke testing for INI. They are working on cleaning out sewer lines – the truck has already paid for itself many times over. He spoke with Metro regarding their bond renewal – they are doing a \$475 million bond renewal and they will be able to use \$40 million of that for regional trails. Gladstone wants to get on their list to fund the bike/walking path on the Trolley Trail between the Senior Center and Ames Park and under 99E near Dahl Beach. There will be a money/in-kind match required. The 82nd Avenue bridge will be closed starting today through February.

8. Business from the Board:

Parks SDC Eligible Projects Summary:

Chair Misley said there were approximately 25 projects that were eligible. He went over the top 11. There is currently \$103,000 in the budget. There was discussion regarding various projects.

Meldrum Garden representative to come to Parks Board meeting:

Mindy Garlington said the person who is doing the grant writing for the ADA accessible picnic area is going to be giving a presentation at the next meeting. There was discussion regarding their agreement with the City, where the fees are going, insurance policy, accountability, etc. Mr. Whynot said they are planning on getting a representative to come to a future meeting and answer all those questions.

Discussion on forming a dedicated Parks Department:

Mindy Garlington said she would like to protect the integrity of our parks. She sometimes feels that they are not moving forward with things that will actually bring people to us, with the exception of pickle ball. She doesn't want to see Gladstone hand over the parks to Clackamas County in any way – she feels they are the best asset that Gladstone has.

Implementing a Parking Fee at Meldrum Bar Park:

Mindy Garlington asked if everyone received the email from Ms. Betz. It says that the City retained assistance from Econ Northwest to understand what the potential costs and revenues associated with the actions might be. They will prepare the fee analysis, which will provide accurate information so the decision to implement the fee is warranted and properly vetted. The costs are not coming out of the Parks budget.

Bruce Hildreth thanked Mr. Whynot for his department's help in making a non-profit's (SHOC Foundation) walk and fun run a success. He said that Ms. Betz had said that someone from North Clackamas Parks and Recreation Department wanted to give a presentation to the Parks Board. He said he is open to hearing how Gladstone could improve our own Parks Division but he is not interested in

having NCPRD impose their rule on our parks. Mr. Whynot said they could share information regarding how they implemented park fees.

Chair Misley said he has been emailing with Linda from Gladstone High School who helps organize the Give It Back Gladstone Day that they do in the fall. It may be an opportunity for student volunteers to help with different projects. Mindy Garlington said they had volunteers last year who worked on putting in trails in Gladstone Nature Park.

Kelsey Proctor wanted to commend Bill Preble for the success of the pickle ball tournament during the Gladstone Community Festival. She feels it drew in a lot of people. She vacationed in Utah this month and went to the All-Together Playground in Orem, Utah. It is an amazing, inclusive playground that cost \$1.2 million. They had 4,100 volunteers, along with a construction company, who built the park in six days. There is a piece of equipment called the Ability Whirl that is similar to a merry-go-round but it contains two seats. She asked if she could pursue additional information/costs – the Board agreed.

Bill Preble said they had over 80 players for the tournament during the Community Festival. There were approximately 150-200 people watching the tournament. He thanked the Parks Department, the Parks Board, and City Council for their support.

9. Meeting Adjourned:

Meeting adjourned at 8:41 P.M.

Next scheduled meeting is September 9th, 2019

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”), dated as of the latter of the signature dates below (the “Effective Date”), is entered into by the Gladstone Community Gardening Association (“Association”), an Oregon not-for-profit corporation, (hereinafter referred to as “Tenant” or “Association”) and the City of Gladstone, Oregon, an Oregon municipal corporation (hereinafter referred to as “Landlord” or “City”).

BACKGROUND

Landlord owns and operates Meldrum Bar Park (the “Property”). Tenant has historically used and wishes to continue using a portion of the Property for a community garden. That portion is approximately 5 acres in size (the “Leased Premises”). Landlord grants Tenant the exclusive right to use the Leased Premises in accordance with this Agreement.

The parties mutually agree as follows:

I. LEASE OF PREMISES – TERMS OF LEASE

- a. **TERM.** The Lease term will be twenty-five (25) years (“Term”), commencing on the Effective Date. The Term will end on the twenty-fifth annual anniversary of the Effective Date unless the Lease is renewed consistent with this Agreement. Within two years of, but not later than six months prior to, the end of the Term, Tenant may exercise an option to renew the Lease for another 25 years on the terms and conditions contained herein or any modifications to the terms necessitated by changes to applicable law. The rent for a subsequent term will be established by the parties’ mutual agreement.
- b. **PURPOSE.** Tenant enters into this Agreement for the purpose of maintaining, operating, and managing a community garden, along with all associated and reasonably necessary amenities and site improvements. Landlord may need to review and approve any changes to the Leased Premises’ amenities or site improvements to ensure such changes are consistent with the City’s municipal code and other associated policies. Tenant will contact Landlord before making any changes to the Leased Premises’ amenities or site improvements.
- c. **PREMISE ACCESS.** Tenant shall have the right to access the Leased Premises across the Property for the purpose of operating and maintaining the community garden. Landlord may restrict or prohibit access to the Leased Premises as reasonably necessary to promote and maintain the health, safety and welfare of the Property and the City and its residents. If Landlord must interfere with Tenant’s access, Landlord will make all reasonable efforts to restrict rather than prohibit Tenant’s access to the Leased Premises. Tenant shall be responsible for construction and maintenance of such access, which shall be referred to as the “Premise Access Corridor”.
- d. **PEACEFUL AND EXCLUSIVE POSSESSION.** Tenant may peaceably and subject to this Agreement’s terms exclusively have, hold, occupy, use, and enjoy the Leased Premises during the Term so long as Tenant complies with this Agreement.

- e. PAYMENT AND RENT. On the Effective Date, Tenant will pay Landlord one dollar (\$1.00) as rent for the Leased Premises ("Rent"). Every year thereafter during the Term and no later than annual anniversary of the Effective Date, Tenant will pay Landlord Rent.

II. USE AND OPERATION OF PROPERTY

- a. PERMITTED USE. The Tenant will use and operate the Leased Premises as a community garden providing gardening opportunities to the Tenant's members. Tenant may perform all acts on the Leased Premises customary and incidental to that use so long as such use complies with all applicable federal, state and municipal laws and regulations as they exist and as they may be enacted or amended in the future. Tenant may reasonably exclude persons who are not members of the Association, provided:
 - i. With City's prior approval, Tenant installs signs at every entrance to the Leased Premises stating that access to the Leased Premises is restricted to Association members and their guests. Tenant must propose such signs to the City for its approval no later than three months after the Effective Date.
 - ii. With City's prior approval, Tenant adopts, employs and follows a plan to respectfully and professionally alert persons who are not Association members or guests that the Leased Premises are restricted to such members and guests. Tenant must present such a plan to the City for its approval no later than three months after the Effective Date.
 - iii. In excluding or seeking to exclude any person from the Leased Premises, Tenant observes and complies with all applicable federal, state and municipal laws and regulations as they exist and as they may be enacted or amended in the future.
 - iv. Landlord and its officials, employees and agents may access the Leased Premises at any time and for any purpose.
- b. SECURITY. Tenant is responsible for securing the Leased Premises. Landlord is not responsible for providing security services to Tenant but will provide police services to the Leased Premises in the normal and usual course of providing police services to the City and its residents.
- c. ACCESS. Tenant may reasonably enter and exit the Property as needed, without any advance notice to or approval from Landlord. Tenant may access the Leased Premises during the Property's normal hours of operation or outside of the Property's hours of operation with the City's prior approval. Tenant may utilize the Dahl Beach access entrance for vehicular or equipment access provided that any damage to the site shall be restored to original condition at Tenant's expense.
- d. ACCEPTANCE OF PREMISES. Tenant acknowledges that it has had the opportunity to inspect the Leased Premises prior to executing this Lease. Tenant accepts the Leased Premises as is and in the condition existing as of the Effective Date.
- e. MAINTENANCE. Tenant will keep and maintain the Leased Premises, Premise Access Corridor, and all supporting utilities, including, but not limited to, fencing, landscaping, site amenities and other equipment, in good condition, reasonable wear and tear and damage from the elements excepted.

- f. UTILITIES. Landlord will provide water to the Leased Premises at no cost to Tenant in amounts that are reasonable to fulfill Tenant's use of the Leased Premises. Otherwise, Landlord is under no obligation to provide any utility services whatsoever to the Leased Premises.

III. ASSIGNMENT

- a. ASSIGNMENT. Tenant is not authorized to sell or assign Tenant's leasehold estate, or any interest in it, without the prior written consent of Landlord. Landlord's consent may be withheld, conditioned or delayed in its sole discretion.

IV. INSURANCE AND INDEMNIFICATION

a. INSURANCE.

- i. Tenant will at all times maintain for the duration of this Lease and any extensions, commercial general liability insurance of not less than a \$1,000,000 combined single limit for bodily injury, property damage or combination thereof. The policy shall include a waiver of subrogation and be issued by a company or companies authorized to insure Tenant and its use of the Leased Premises, authorized to do business in Oregon, and maintain a financial rating with AM Best of A(Excellent) or better.

ii. Landlord will:

1. Be named an additional insured;
2. Be provided with thirty (30) calendar days advance written notice of cancellation or material change in coverage. If any insurance policy provides that the insurer will give such notice, then Tenant will not be obligated to do so with respect to such policy; and
3. Be provided a certificate evidencing the required insurance prior to the Rent payment. Thereafter, be provided certificates evidencing replacements of the policy of insurance at least thirty (30) calendar days prior to its expiration or cancellation.

- b. INDEMNIFICATION. Tenant agrees to defend, indemnify and hold Landlord, its officials, employees and agents harmless from and against any and all claims, injury, loss, damage, costs or expenses arising out of or related to Tenant's or its members, employees, and agents' intentional acts or the negligent installation, use, maintenance, repair or removal of the Leased Premises, except to the extent an injury is solely attributable to the negligent or intentional act or omission of Landlord, its employees, agents, or contractors.

V. HAZARDOUS MATERIALS

- a. Definitions:

- i. ENVIRONMENTAL LAWS. All present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act (RCRA) (42 USC §6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 USC §6601, et seq.), the Toxic Substances Control Act (15 USC §2601, et seq.), the Clean Water Act (33 USC §1251, et seq.), the Clean Air Act (42 USC §7401, et seq.), amendments to the foregoing, and any rules and regulations promulgated thereunder.
 - ii. HAZARDOUS MATERIAL. Any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority including without limitation any hazardous material, hazardous substance, ultra hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws. For the purpose of this Agreement, the Tenant's reasonable use of commercially available fertilizers on the Leased Premises does not constitute the use of Hazardous Material.
- b. USE OF LEASED PREMISES. Tenant will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Property or Leased Premises. Tenant's duty under this section is limited to prohibiting persons, entities or events over which Tenant may reasonably exercise control from bringing, keeping or using Hazardous Materials in or about the Property or Leased Premises.
- c. TENANT LIABILITY. If Tenant breaches the obligations stated above or if the presence of any Hazardous Material on the Property or Leased Premises caused or permitted by Tenant results in any illegal contamination of the Property or Leased Premises, or a Hazardous Material otherwise contaminates the Property, Leased Premises or Improvements and for which Tenant is legally liable to Landlord or to any third party for damages resulting therefrom, then Tenant will indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including without limitation diminution in value of the Property or Leased Premises, damages for the loss or restriction on use of the Property, Leased Premises or Improvements, and sum paid in settlement of claims, attorney fees, consulting fees, and expert fees) that arise during or after the Term as a result of or in connection with such contamination. Tenant's foregoing indemnification obligation includes without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required or recommended by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or on or under the Property or Leased Premises. Notwithstanding any contrary language in this section, Tenant is not liable for any Hazardous Materials that may exist on or about the Property or Leased Premises if they were present on or about the Property or Leased Premises prior to the Effective Date.
- d. REMEDIAL ACTION. With Landlord's prior approval (which will not be unreasonably withheld, conditioned, or delayed), Tenant will promptly take any and all actions, at Tenant's sole cost and expense, as are necessary or appropriate to return the Property and

Leased Premises to the condition existing before the introduction of any Hazardous Material to the Property or Leased Premises. Landlord must approve all contractors, laboratories, and engineering firms (collectively "Consultants") that Tenant chooses to undertake any remedial action that may be necessary or appropriate on or about the Property or Leased Premises before their employment by Tenant, which approval will not be unreasonably withheld, conditioned, or delayed. Duplicate copies of all reports and findings Consultants make with regard to the condition of the Property, Premises or Improvements will be delivered to Landlord simultaneously with delivery to Tenant. Tenant will have the Consultants do the work at Tenant's sole risk and will in accordance with the Oregon Constitution and Oregon Tort Claims Act indemnify and hold Landlord harmless from and against any and all loss, cost, liability, damage, and expense relating to or arising from any damage or injury to Landlord by reason of the work conducted by the Consultants.

VI. WARRANTIES, DEFAULT AND DAMAGES

a. WARRANTIES.

- i. Tenant and Landlord each have the right, power and authority to enter into this Agreement and are bound to it through those below who signed the Agreement.
- ii. Landlord represents and warrants that:
 1. Landlord is the sole owner of the Property;
 2. As long as Tenant is not in default that Tenant has exclusive, actual, quiet and peaceful use, enjoyment and possession of the Leased Premises;

b. DEFAULT AND RIGHT TO CURE.

- i. The following will be deemed a default by Tenant and a breach of this Agreement:
 1. Non-payment of Rent if such Rent remains unpaid for more than thirty (30) calendar days after receipt of written notice from Landlord of such failure to pay;
 2. Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) calendar days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with good faith and reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant;
 3. Tenant abandons or vacates Property; or

4. Tenant is adjudicated bankrupt or makes any assignment for the benefit of creditors.

If Tenant determines that the community garden is no longer needed Tenant may, at its sole discretion and with one hundred and eighty (180) days advance notice to Landlord, terminate the Lease without the termination constituting an act of default under this Agreement.

If Tenant remains in default beyond any applicable cure period, Landlord may exercise any and all rights available to it under law and equity.

- ii. The following will be deemed a default by Landlord and a breach of this Agreement:

1. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) calendar days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with good faith and reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

If Landlord remains in default beyond any applicable cure period, Tenant may exercise any and all rights available to it under law and equity.

- iii. DAMAGES. In the event any portion of the Leased Premises are damaged by fire or other casualty, Tenant shall:

1. Commence repair, renovation or replacement of the damaged or destroyed property within sixty (60) calendar days following the date of such damage or destruction, and proceed with reasonable diligence to completion, so that the Leased Premises (and any portion of the Property affected by the damage or destruction to the Leased Premises) will, at no expense to landlord, be restored; or
2. Demolish and remove the community garden and all other improvements in or on the Leased Premises within six (6) months following the date of the damage, in which event, this Lease shall be terminated as of the date the improvements are removed and the Leased Premises are substantially returned to their natural state.

- iv. CASUALTY. Landlord will provide notice to Tenant of any casualty or loss affecting the Property within five (5) calendar days of the casualty or loss. If such a casualty or loss renders the Leased Premises unsuitable for the use described in this Agreement, Tenant may terminate this Agreement by providing written notice to the Landlord. A termination under this subsection will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds that are payable to

Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis.

VII. CONDEMNATION

- a. If Landlord is aware of or is notified of any condemnation proceedings affecting the Property, Landlord will immediately provide notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a sufficient portion, and the taking renders the Leased Premises unsuitable for the use described in this Agreement, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceedings, which for Tenant will include, where applicable, the value of the community garden, moving expenses, prepaid Rent, and business dislocation and relocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

VIII. TAXES AND FEES

- a. **PAYMENT OF TAXES AND FEES.** As of the Effective Date, both parties are exempt from ad valorem property taxes. If in the future taxes are applicable to one or both parties, Tenant shall pay its pro rata share for real property taxes levied and assessed against the Leased Premises of the Property, if any. Tenant shall make payment directly to taxing authority, with proof of payment supplied to landlord. If Tenant fails to timely pay taxes, Landlord shall not be obligated to pay the taxes on Tenant's behalf. Tenant shall pay, as they become due and payable, all fees, charges and expenses required for licenses and or permits required for or occasioned by Tenant's use of the Leased Premises. Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements.

IX. MISCELANEOUS

- a. **AMENDMENT/WAIVER.** This Agreement may only be amended, modified or revised in writing and with the parties' signatures. No provision may be waived except in a writing signed by both parties. No waiver by Tenant or Landlord of a breach of any of the covenants or conditions of this Lease will constitute a waiver of any subsequent breach of any of the covenants or conditions.
- b. **BIND AND BENEFIT.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- c. **ENTIRE AGREEMENT.** This Agreement and its attached exhibits, which are incorporated as if fully set out within the Agreement, constitute the parties' entire agreement and supersedes all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- d. **GOVERNING LAW.** This Agreement will be governed by the state of Oregon without regard to conflicts of law.

- e. SEVERABILITY. If any clause or provision of this Lease is deemed illegal, invalid or unenforceable under present or future laws effective during the Term, it is the intention of the parties that the remainder of this Lease will not be affected.
- f. FORCE MAJEUR. Notwithstanding anything to the contrary contained in this Agreement, if Landlord or Tenant is delayed or prevented from performing any act which it is obligated to perform under this Agreement for causes beyond its reasonable control (including, without limitation, repair, restoration and/or maintenance obligations) related to acts of God, war, governmental restrictions, or the inability to procure the necessary labor or materials because of the aforementioned, then Landlord or Tenant's time for performance of such obligation(s) hereunder will be reasonably extended by the period during which Landlord or Tenant was unable to perform, and the non-performing party will have no liability to the other party, nor will either party be entitled to terminate this Agreement or claim any abatement under this Agreement, on account of any such delay.
- g. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:
 - i. For Landlord: City of Gladstone Administrator
525 Portland Avenue
Gladstone, OR 97025
 - ii. For Tenant: Gladstone Community Garden Association President
PO Box 756
Gladstone, OR 97027
- h. SUCCESSORS AND ASSIGNS. The Agreement's covenants, duties, terms and conditions are applicable to and binding upon respective permitted successors and assigns.
- i. NO THIRD-PARTY BENEFICIARIES. The only parties to the Agreement are the Landlord and the Tenant and the Agreement is not intended to nor does it benefit any third party.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the 16 day of July, 2012.

LANDLORD: City of Gladstone, Oregon

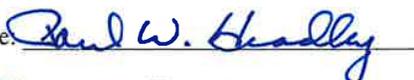
TENANT: Gladstone Community Gardening Association

Signature: 

Name: Peter J. Boyce

Title: City Administrator

Date: July 16, 2012

Signature: 

Name: Paul W. Headley

Title: President

Date: 07/16/2012

Signature: 

Name: Judy Roger

Title: Vice President

Date: 7/16/2012

Signature: 

Name: Gretchen McGee

Title: Secretary

Date: 07/16/2012

Signature: 

Name: GREGORY D. Smith

Title: Treasurer

Date: 7/16/2012