

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of February, 1997, by and between the City of Newberg, a municipal corporation, herein called Lessor, and Chehalem Park and Recreation District, a municipal corporation, herein called Lessee:

RECITALS:

1. Lessor is the owner of seven (7) municipal parks within the City limits of said City of Newberg described as:

Herbert Hoover Park - Tax Lot No. 3220 BB 6700

Memorial Park - Tax Lot No. 3219 AC 100, 200, 600

Scott Leavitt Park - Tax Lot No. 3220 CD 5500

Jaquith Park - Tax Lot No. 3218 DB 400 and 3218 AC 700, 800

Spring Meadow Park - Tax Lot No. 3216 AC 13700

College Park - Tax Lot No. 3217 BC 900

2. Lessee is a duly organized park and recreation district including within its boundaries all of the City of Newberg and certain additional territory within School District No. 29 of Yamhill County, Oregon.

3. The Lessor and Lessee have conducted negotiations relative to the leasing by Lessee from Lessor of the said three municipal parks.

NOW, THEREFORE, in consideration of the premises and for the other considerations hereinafter stated the parties agree as follows, to-wit:

1. That the Lessor has and does hereby lease unto Lessee the municipal parks owned by Lessor and situated in the City of Newberg for the rental hereinafter provided.

2. That Lessee shall pay to the Lessor as rent for the real property hereby leased the amount of \$1.00 per year.

3. It is further agreed by the parties as follows:

a. If the Lessee shall neglect or fail to do or perform or observe any of the covenants herein contained which on the Lessee's part are to be performed, the Lessor may, while such neglect or default continues, and after giving Lessee sixty (60) days notice of such neglect or default, demand and enter into upon the premises hereby leased, or any part thereof, in the name of the whole, and repossess the same and expel the Lessee from said premises without being taken or deemed guilty in any manner of trespass and without any other liability to Lessee.

1. Lessee shall be duly notified in writing and receipt of notice shall constitute the start of the sixty (60) day notice.

2. a. It is understood and agreed by the parties that at the expiration of said lease or any earlier termination thereof, Lessee shall return to the Lessor, the leased

premises and all improvements thereon and that upon such return, all of said improvements shall be in as good order and condition as when received by Lessee, ordinary year, fire and unavoidable casualties excepted.

b. Lessee agrees to keep and maintain all parks and park facilities hereby leased at or above the levels of their present maintenance, and to maintain, continue and operate all recreational activities of Lessor, at or better levels.

c. Lessee shall pay promptly when due for all water and wastewater utility charges, currently in effect, used, as changed as part of a general rate setting process for water or wastewater.

d. Lessee specifically agrees to pay for all gas, electric power and telephone charges for such utilities furnished to said parks and park facilities or in connection with their use, or in connection with such recreational activities, making such payment promptly when due and before delinquent.

e. Lessee agrees to procure and pay for casualty and liability insurance, including a Comprehensive Public Liability Policy, in such amounts and with such terms and limitations as shall be required by the City Manager of the City of Newberg from time to time, which shall in no event be greater than the limits of coverage carried by the City of Newberg. Lessee specifically agrees to make payment of all premiums required for such insurance promptly when due and before delinquent and to furnish to Lessor memorandum copies of all policies or certificates of insurance authenticated in accordance with the requirements of the Lessor.

1. Lessee specifically agrees to provide and maintain adequate insurance coverage through its contractors, through the term of this contract, protecting Lessee and Lessor against liability for personal injuries or property damage incurred, or claimed to have been incurred, in connection with the work or as a result thereof, and Lessee further specifically agrees to at all times maintain liability insurance on its employees and officers, and to protect and save harmless Lessor from liability for injury to person or property incurred, or claimed to have been incurred, as the direct or indirect result of the making of said improvements, or in any way appertaining thereto.

f. The parties specifically agree that this lease shall not be assigned, in whole or in part, nor shall the leased premises, or any part thereof, be allowed to come into the possession of anyone other than the Lessee without the written consent of the Lessor first duly had and obtained.

g. Lessee agrees that Lessor by its officers, agents, and employees may go upon and examine the leased premises or any part thereof, at any time.

h. It is further understood and agreed between the parties that

any land given to or acquired by Lessor for park purposes during the term of this lease shall be included within this lease without limitation.

i. It is further understood and agreed between the parties that an Urban Service Agreement pursuant to Oregon Revised Statute Chapter 195 shall be developed with the cooperation of Yamhill County for the purposes of identifying the functional role of the parties with regard to the provision of local government services within the identified Urban Growth Boundary or future identified City planning boundaries including the Urban Reserve Areas.

IN WITNESS WHEREOF Lessor has caused this lease agreement to be executed by its Mayor and Recorder pursuant to a resolution duly adopted by its Council, and Lessee has caused this lease agreement to be executed by its Chairman and its Secretary pursuant to a resolution adopted by its Board of Directors, all as of the day and year first hereinabove set forth.

(SEAL)

CITY OF NEWBERG

BY 
MAYOR

BY 
CITY RECORDER

By Authority of Resolution No. 97-2027
Adopted February 3, 1997

APPROVED AS TO FORM:


TERRENCE D. MAHR, City Attorney

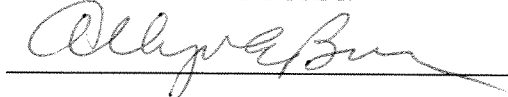
CHEHALEM PARK AND RECREATION DISTRICT

BY 
BOARD CHAIR

(SEAL)

BY 
BOARD SECRETARY

APPROVED AS TO FORM:



COPY

RESOLUTION 97-2027

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE CHEHALEM PARK AND RECREATION DISTRICT FOR THE CARE AND MAINTENANCE OF THE CITY OWNED PARKS IN NEWBERG.

RECITALS:

1. The City of Newberg and the Chehalem Park and Recreation District entered into an agreement in 1968 providing for the care and maintenance of the City owned park property.
2. The City of Newberg electors approved a Charter amendment which does not allow the City to sell park property without a vote of the electors of the City of Newberg.
3. The City of Newberg and the Chehalem Park and Recreation District has had a twenty-seven year history of cooperation and collaboration to provide park services to the residents of Newberg by the City agreeing to allow Chehalem Park and Recreation District to provide park maintenance service.
4. The City of Newberg has benefited by having the Chehalem Park and Recreation District provide park maintenance services since it spreads to the cost of maintenance over the broader district area.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg that the Mayor is hereby authorized to sign an agreement with the Chehalem Park and Recreation District for the care and maintenance of the City owned parks in Newberg as set forth in the agreement attached hereto "Exhibit A" to this Resolution.

ADOPTED by the Newberg City Council this 3rd day of February, 1997.



Duane R. Cole - City Recorder

ATTEST by the Mayor this 3rd day of February, 1997.



Donna Proctor, Mayor