

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 21-08-03-09

In the Matter of Authorizing The County Administrator To Enter Into A 50-Year Lease Agreement With Friends Of Buford Park & Mt. Pisgah

WHEREAS, COUNTY owns and manages the HOWARD BUFORD RECREATION AREA, hereinafter referred to as “**HBRA**”; and

WHEREAS, COUNTY’S adopted Lane County Parks & Open Space Master Plan (2018) calls for expanded collaboration with community organizations to accomplish shared goals for the Lane County Parks system; and

WHEREAS, the COUNTY’S adopted HBRA Master Plan (1994) and adopted HBRA Habitat Management Plan (2018) provide guidance on future facility and habitat improvements for the North Bottomlands; and

WHEREAS, the Lane County Board of County Commissioners unanimously passed a resolution on October 31, 2017 recognizing the value of COUNTY’s partnerships at HBRA; and

WHEREAS, Friends of Buford Park & Mt. Pisgah has demonstrated the capacity and expertise to improve trails, habitats and facilities in HBRA in partnership with the County, and to engage significant numbers of community volunteers to help develop and care for trail, habitats, and facilities; and

WHEREAS, Friends of Buford Park & Mt. Pisgah has for over thirty years brought in millions of dollars in investment via grants and donations to HBRA for the improvement of habitats and trails for the enjoyment and benefit of the public; and

WHEREAS, the long term success of Friends of Buford Park & Mt. Pisgah’s activities in the North Bottomlands depends upon successful fundraising for capital improvements to the facilities, and that fundraising is dependent, in part, on Friends’ ability to demonstrate a long-term commitment for use and occupancy of the site.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. that Lane County enter into the lease in substantially the form as presented in Exhibit “A”; and it is further.
2. that the County Administrator be delegated authority to sign the lease.

ADOPTED this 3rd day of August, 2021.



Joe Bernex, Chair
Lane County Board of Commissioners

NORTH BOTTOMLANDS LEASE

LANE COUNTY / FRIENDS OF BUFORD PARK & MT. PISGAH

This agreement (“Lease”) is entered into by and between Lane County, a political subdivision of the State of Oregon (“County”), and the Friends of Buford Park & Mt. Pisgah, an Oregon public benefit corporation (“Friends”), each referred to individually in this Lease as a “party,” and collectively as the “parties.”

RECITALS

- A. County owns and manages the Howard Buford Recreation Area (“HBRA”) in central Lane County southeast of the confluence of the Coast and Middle Forks of the Willamette River. County’s ownership of the HBRA derives from a 1982 deed containing a restriction requiring the land to be used “for scenic, public park or public forest and recreation purposes,” consistent with the requirements of the Land and Water Conservation Fund Act of 1965 (the “Deed Restrictions”).
- B. County’s adopted Lane County Parks & Open Space Master Plan (2018) calls for expanded collaboration with community organizations, such as the Friends, to accomplish shared goals for Lane County Parks system.
- C. County’s adopted HBRA Master Plan (1994) and adopted HBRA Habitat Management Plan (2018) provide guidance on future facility and habitat improvements for the North Bottomlands. The adopted plans encourage collaboration and partnerships between the County and Non-Profits and volunteers to develop and maintain the HBRA. The parties further acknowledge and agree that it is the goal of the plan and this lease to preserve the natural character of the HBRA.
- D. Friends has demonstrated the capacity and expertise to improve trails, habitats and facilities in HBRA in partnership with the County, and to engage significant numbers of community volunteers, representing thousands of hours of labor each year, to help develop and care for trail, habitats, and facilities.
- E. Friends has, over thirty years, brought in millions of dollars in investment via grants and donations to the HBRA for the improvement of habitats and trails for the enjoyment and benefit of the public.
- F. As part of its operations, Friends has utilized the portion of the HBRA site described in Exhibit A, a portion of which is known as the North Bottomlands, to support its activities, including operation of a native plant nursery for over twenty years to supply plant materials for restoring habitats on HBRA.
- G. The parties agree that Friends’ past and present activities and operations in the HBRA, including fund raising and operation of its native plant nursery to fund activities in support of the HBRA and outdoor recreation and conservation, are consistent with the requirements of the Deed Restrictions.

- H. The parties agree that the long term success of Friend’s activities in the North Bottomlands depends upon successful fund raising, including securing grants and donations, for capital improvements to the facilities, and that fundraising is dependent, in part, on Friends’ ability to demonstrate a long-term commitment for use and occupancy of the site.

AGREEMENT

For the reasons stated above, and for the consideration state herein, County hereby leases to Friends, and Friends hereby leases from County, for the term and on the rent, conditions, and provisions herein contained that certain real property situated in Buford County Park in Lane County, Oregon, as described in Exhibit A attached hereto, exclusive of County Road rights-of-way, together with any and all rights, privileges, easements, improvements, and appurtenances (collectively, the “Premises”). County and Friends hereby agree as follows:

1. Term and Termination.

- 1.1 Initial Term. The initial term (“Initial Term”) of this Lease will commence on the date last executed below (“Commencement Date”) and end on the last day of the calendar month that is 50 years following the Commencement Date.
- 1.2 Extension Option
- 1.2.1 Commencing on the fifth anniversary of the Commencement Date, and every fifth anniversary of the Commencement Date thereafter (“Anniversary Date”), Friends will have the option to extend this Lease for an additional five year period.
- 1.2.2 Friends may exercise its option to extend, if at all, by giving County written notice of such exercise not earlier than 365 days nor later than 60 days before the applicable Anniversary Date.
- 1.2.3 Upon notice of Friends’ intent to exercise its option to extend, the parties will meet and discuss any additional changes in the Lease terms that either party may propose. Following such discussion, the term of this Lease will be extended by five years from the then-current expiration date of the Lease, on the same terms and conditions as contained in this Lease except as modified by mutual agreement of the parties, and the parties will execute an amendment to this Lease setting forth the term of the extended Lease and any other modifications thereto.
- 1.3 Termination by County for Breach. County may terminate this Lease upon 60 days’ notice following County’s written notice of breach and Friends’ failure to cure such breach, unless the breach cannot be completely remedied within the 60-day period, in which event this provision will be satisfied if Friends begins correction of the default within the 60-day period and proceeds with reasonable diligence and in good faith to correct the remedy as soon as practicable. A breach shall include the occurrence of any one of the following:
- 1.3.1 Friends fails to make reasonable efforts towards its objectives, in accordance with the approved five year plans described in subsection 4.1 below, for a period of one or more years, and fails to cure such breach .

maintenance or upgrade projects that involve substantial expense or which provide long-term maintenance benefits.

3.3.1 Friends must exercise reasonable care to protect the Premises and the Improvements from material damage and promptly repair any damage to the Premises caused by Friend's failure to exercise reasonable care. In addition, Friends shall be responsible for any damage to adjacent County property caused by any member, agent, employee, licensee, invitee, or contractor of Friends acting within the scope of such membership, agency, employment, permission, license, invitation, or agreement.

3.3.2 Friends may not store personal property, vehicles, construction materials, or debris not used in Friends' ordinary operations, nor allow any hazards or conditions unsafe to ordinary users of HBRA.

3.4. Utilities. All costs for utilities, whether provided by a serving outside utility or those provided on the Premises, including electricity, waste disposal, well maintenance, and water treatment and distribution, are the responsibility of Friends. County recognizes that County will take title to all improvements at the end of this Lease and agrees that County may, in its sole judgment, contribute to the development, maintenance, and replacement of the utilities.

3.5. Improvements. As used herein, "Improvements" means any and all buildings, structures, parking areas, driveways, walks, and other improvements of any kind or nature located on the Premises from time to time. At the time of the Commencement Date, such Improvements on the Premises include, but are not necessarily limited to, the Kienzle House and Kienzle Barn, along with a septic system serving the Kienzle House, the Native Plant Nursery enclosure and buildings, and an existing well.

3.6. Development. Friends may not develop or construct capital improvements on the Premises, except with the express written permission of County, which may not be unreasonably withheld.

3.6.1 The foregoing notwithstanding, nothing in subsection 3.3 is intended to preclude cooperative or cost-sharing arrangements between Friends and County that are determined by the parties to be of mutual benefit.

3.6.2 Title to any improvements permanently attached to the real property of the Premises, once completed, will become property of County, excluding trade fixtures owned by Friends, unless expressly agreed otherwise by the parties in writing.

3.7 Limitations on Commercial Activities. Friends agrees that Friends will not use the Premises for any exclusively commercial scheme or enterprise, nor permit any individual to use the Premises for such activities, excepting those activities carried out by Friends in the course and scope of furthering its mission, including fundraising events; provided that the activity does not affect the status of Friends as an Oregon public benefit corporation and further provided that the activity does not adversely affect the health or the appearance of the Premises.

3.7.1 The foregoing paragraph is not intended to prohibit Friends from using the services of commercial vendors if the commercial activity is incidental to

its overall operation and management or the advancement of Friends' mission, including fundraising events that may mutually benefit Friends and other Lane County nonprofit and cultural organizations.

3.7.2 Friends may request from County permission for an exception to the provisions of this subsection 3.7 by providing with the request an explanation of the need for, or benefit of, the activity, and a description of the impacts, such as: location of the vendors, frequency of commercial activity, size of the commercial operation, and duration of the commercial activity. The County will not unreasonably deny any request, and must provide its determination on the exception in writing.

3.8 Prohibited Uses. Friends will not use or occupy, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied (1) for any unlawful or illegal business, use, or purpose, (2) in any such manner to constitute a nuisance of any kind, or (3) for any purpose or in any way in violation of any legal requirements, including but not limited to legal requirements respecting Hazardous Materials, as set forth below in Section 7 below.

3.9 Public Access. Friends will insure that public access is maintained along HBRA trails, roads, and public parking lots that exist within or adjacent to the Premises.

3.9.1. County and Friends will be jointly responsible for the construction, management, and control of the HBRA trails within the Premises. Friends will be responsible for the cost of maintenance of those trails. The minimum standard for such maintenance will be the condition of the trails at the Commencement Date.

3.9.2. Friends' use of the Premises must not block or obstruct the use of the public road rights of way unless authorized in writing by County. County and Friends will cooperate to regulate vehicular access on the public road as necessary.

3.10 Friends' Use of HBRA Parking. County grants to Friends, and to Friends' employees, clients, volunteers, suppliers, invitees, and licensees, a nonexclusive easement to access the Premises and to use parking areas in the Premises for the use of motor vehicles of Friends' employees, clients, volunteers, suppliers, invitees, contractors, and licensees while participating in or activities at the Premises. County reserves the right to grant similar nonexclusive use to other parties and to make rules and regulations relating to the use of those parking areas.

3.11 No Waste. Lessee shall not do or suffer any waste or damage, disfigurement, or injury to the Real Property or the Improvements.

4. Friends' and County's Relations

4.1 Friends' Five-Year Plans. Friends agrees to submit to County every five years, for County's review and approval, a proposed plan detailing general development, operation, and maintenance plans for the Premises and Improvements for the next five-year period. The initial Five-Year Plan must be submitted within 120 calendar

days of the commencement of the Lease. Subsequent plans must be submitted not later than March 31 of every fifth anniversary of the Commencement Date. County must review and take action on the plan within 30 calendar days of receipt, which may include approval, rejection with direction on changes necessary for approval, or approval with conditions. A rejected plan must be resubmitted within 30 calendar days of County's action. Friends must give notice to County in writing of any changes to the approved plans arising within the plan's five-year period.

- 4.2** Fees. Friends agrees that any and all fees and charges collected for entrance to the Premises, if any, are subject to prior approval by County, which approval the County shall not unreasonably withhold.
- 4.3** Compliance with HBRA Rules. Friends agrees that its use of the Premises will conform to such rules and regulations as may be prescribed by County to govern and provide for public use of HBRA outside of the Premises, including the recommendations of the Lane County Large Events Task Force dated September 28, 2015, as they may be updated from time to time during the term of this Lease.
- 4.4** Fundraising. County agrees that Friends may conduct fundraising and earn revenues on site, so long as moneys raised are used solely for the maintenance, improvement, and administrative costs for Friends' use of the Premises and Improvements and the advancement of Friends' nonprofit mission in providing trail and habitat stewardship services throughout the HBRA and surrounding conservation lands.
- 4.5** Cooperation for Scheduled Events. The parties acknowledge that Friends, County, and other permitted parties may, in accordance with local rules and laws, desire to arrange and schedule public and private events for the purposes of fundraising, enhancing the public's ability to use and experience the Premises or the HBRA, and other purposes not inconsistent with their respective goals and missions. Friends and County agree to cooperate to allow for reasonable access, parking, control, and security for such events. Each party agrees to cooperate with the other and seek such permissions as are necessary for the carrying out of such events in a safe manner in compliance with applicable laws and regulations, and such cooperation will not be unreasonably withheld.
- 4.5.1.** The parties recognize that the Mount Pisgah Arboretum, the Lane County Sheriff's Mounted Posse, and other park users authorized by County will be allowed to use that portion of the Premises that is shaded in yellow in Exhibit A for overflow parking and other areas within the Premises for events and activities authorized by County under its then-existing review and approval process. All permitted users will be required to notify Friends in advance of such events, and such users will be responsible for signage, control, security, and any costs or damages related to this use.
- 4.6** Financial Information and Reporting. Friends agrees to provide County with a copy of Friends' annual independently reviewed financial report. Upon request from County, Friends must provide County with such additional information and reporting on Friends' activities and operations at HBRA as County may reasonably require to

ensure Friends' activities and operations are consistent with the terms of this Lease and do not conflict with the Deed Restrictions. County will maintain the confidentiality of such information to the extent permitted under Oregon Public Records Law.

5. County's Right to Inspect. County may at any time inspect the portion of the Premises open to public access, and upon not less than 72 hours' notice, may inspect the Portions of the Premises not open to public access. County's right to inspect is for the purpose of ensuring Friends' performance of its duties and obligations under this Lease, and County will promptly inform Friends of any deficiencies or potential deficiencies revealed to County during such inspections. Any potential deficiencies must be investigated by Friends to verify if deficiencies exist, and all deficiencies must be corrected within a reasonable time.

6. Insurance and Indemnification.

6.1 Insurance. Prior to commencement of the Lease Term, Friends must provide at Friends' expense the following required insurance, and maintain such insurance at all times within the Term, and provide documentation of such required insurance coverage upon County's request:

6.1.1. Casualty insurance covering loss or damage by fire, vandalism, malicious mischief, storm and other risks as may be embraced within "all-risk" (not "named peril") insurance insuring the full replacement value (excluding foundation and excavation cost) of the Improvements. All casualty insurance policies must include contractual liability, severability of interest, and cross-liability endorsements. If "all-risk" insurance becomes unavailable, then Friends must insure the Improvements with such coverage as is customary from time to time for comparable buildings in the Eugene, Oregon area. The amount of such insurance policy must be modified from time to time as the full replacement value of the Improvements changes.

6.1.2. Comprehensive liability insurance in respect of the Premises, Improvements, and the conduct of its operations, including bodily injury, property damage, contractual, personal injury, and products. The minimum limit of the general liability insurance shall be \$2,000,000 per occurrence and \$4,000,000 aggregate, and must include an Additional Insured endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance. The amount of such insurance must be modified from time to time, but is not required to be more frequently than once every three years, to maintain comparable coverage after adjustment for inflation, using commercially reasonable means.

6.1.3. Auto liability insurance in compliance with Oregon statutory requirements, in a minimum amount of \$2,000,000. The amount of such insurance must be modified from time to time, but is not required to be more frequently than once every three years, to maintain comparable coverage after adjustment for inflation, using commercially reasonable means.

6.1.4. Excess or umbrella insurance coverage may be used, in combination with underlying insurance policies complying with the requirements herein, to meet the minimum amounts of insurance stated in 6.1.2 and 6.1.3 above.

6.2 Indemnification. To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Friends shall indemnify, defend, and hold harmless the County, its officers, agents, employees, and volunteers, from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Friends' performance or failure to perform under this Lease. The provisions of the foregoing notwithstanding, Friends will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act law, County shall indemnify, defend, and hold harmless Friends, its officers, agents, employees, volunteers, invitees, guests, and contractors, from all damage, loss, expenses, including but not limited to attorney fees, expert witness fees, and costs related to litigation, and to defend all claims, proceedings, losses, or judgment arising out of or resulting from, County's performance or failure to perform under this Lease. The provisions of the foregoing notwithstanding, County will not be required to indemnify Friends for any liability arising solely out of wrongful acts of Friends' officers, agent, employees, invitees, guests, directors, or contractors.

7. **Hazardous Materials.**

7.1 Hazardous Materials Definitions. As used in this Lease:

7.1.1 "Hazardous Materials" means any chemical, substance, material, object, condition or waste, or combination thereof, which (a) is defined as a hazardous substance, hazardous material, hazardous waste, pollutant, toxic material, or contaminant under any Environmental Law, (b) is a petroleum hydrocarbon, including crude oil or any fraction thereof, (c) may be hazardous to human health or safety or the environment due to its harmful or potentially harmful properties or effects, including toxicity, corrosivity, flammability, explosivity, infectiousness, radioactivity, carcinogenicity or reproductive toxicity, (d) is regulated pursuant to any Environmental law, or (e) is asbestos or an asbestos-containing material.

7.1.2 "Environmental Laws" means any federal, state and local law, statute, ordinance, regulations, rule, guideline, judicial decision, judicial or administrative order or decree, permit, license, approval, authorization, or similar requirement of any federal, state or local governmental agency or other governmental authority, pertaining to the protection of human health, safety, or the environment, currently existing and as amended, enacted, issued or adopted in the future.

7.2 Prohibited and Permitted Hazardous Materials. Friends will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises, by

Friends or any other person, that are not necessary or useful to Friends' operations. With respect to those Hazardous Materials that are permitted under the preceding sentence, the same will be used, kept, stored, and disposed of in the manner that complies with all Legal Requirements relating to the use, storage, and disposition of Hazardous Material.

- 7.3 Hazardous Materials Contamination Indemnification. If Friends breaches the obligations stated in this Section, or if the presence of any Hazardous Material on the Premises caused or permitted by Friends, or its agents, employees, volunteers, licensees, and permittees, results in any illegal contamination of the Premises or any other private or public property, including without limitation roads and waterways, or if contamination of the Premises by a Hazardous Material otherwise occurs for which Friends is legally liable to County or to any third party for damages resulting therefrom, then Friends will indemnify, defend, and hold County 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 Premises, damages for the loss or restriction on use of the Premises, and sums 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. The foregoing indemnification of County by Friends 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 Premises.
- 7.4 Remedial Action. Friends will promptly take any and all actions, at Friends' sole cost and expense, as are necessary or appropriate to return the Premises and the Improvements and any other private or public facilities to the condition existing before the introduction of any Hazardous Material to the Premises or Improvements; however, County's approval of such actions must first be obtained, which approval will not be unreasonably withheld, conditioned, or delayed if the actions would not potentially have any material adverse long-term or short-term effect on the Premises or Improvements or any other private or public facilities. Friends will contract with licensed contractors, laboratories, and engineering firms to do all necessary remedial work at Friends' sole risk and will indemnify and hold County harmless from and against any and all loss, cost, liability, damage, and expense relating to or arising from any damage or injury to County, Friends' contractors, laboratories, and engineering firms, or the agents of either of them, or any liability incurred by any of them or any claim by County by reason of the work conducted by the such contractors, laboratories, and engineering firms.
- 7.5 Existing Conditions. The foregoing notwithstanding, Friends will not be responsible for and will have no obligations under this Section for any Hazardous Material located on or under the Premises as of the Commencement Date, unless introduced thereon by Friends in the course of its past operations on the Premises. County represents and warrants that to the best of its knowledge, the Premises are not currently contaminated with any Hazardous Material in any actionable quantity.

8. Miscellaneous Provisions.

- 8.1 Modification. No modification or amendment to this Lease will bind either party unless in writing and signed by both parties.
- 8.2 Quiet Enjoyment. Friends, on paying the Rent and observing and keeping all its covenants, agreements, and conditions of this Lease, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by, through, or under County, subject to the exceptions, reservations, and conditions of this Lease.
- 8.3 Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Lease due to force majeure acts, events, or occurrences, including but not limited to any of the following causes, to the extent beyond that party's reasonable control: acts of god, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, stay-at-home order, civil commotion, natural catastrophes, or national strikes.
- 8.4 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Lease. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Lease. In the event that the parties alone are unable to resolve any conflict under this Lease, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 8.5 Governing Law, Forum, and Venue. All matters in dispute between the parties to this contract arising from or relating to this Lease, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Lease will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 8.6 Nonwaiver. Failure of either party to enforce any provision of this Lease does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Lease.
- 8.7 Severability. If any provision of this Lease is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 8.8 Assignment. Friends may not assign or transfer its interest in this Lease without prior written approval of County. The provisions of this Lease are binding upon and inure to the benefit of the parties to this Lease, their respective successors, and permitted assigns.

- 8.9** No Third-Party Beneficiaries. County and Friends are the only parties to this Lease and are the only parties entitled to enforce its terms. Nothing in this Lease gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Lease.
- 8.10** Nonmerger. This Lease contains the entire agreement of County and Friends with respect to the Lease, and supersedes all prior negotiations, agreements and understandings.
- 8.11** No Conveyance. This Lease is not intended to convey any interest in the lands herein to Friends. Further, this Lease is subordinate to that deed dated April 20, 1982 between the State of Oregon and Lane County attached as Exhibit 'B', and the project agreement (41-00348) dated January 13, 1972 between the State of Oregon and the United States.
- 8.12** Compliance with Laws. During the Term of this Lease, the parties agree to comply with all applicable local, State, and Federal laws and regulations.
- 8.13** Notices. Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below, or that person's successor in title:

If to County:

Lane County
125 E. 8th Avenue
Eugene, Oregon 97401

If to Friends:

Friends of Buford Park & Mt. Pisgah
P. O. Box 5266
Eugene, Oregon 97405

- 8.14** Recordation of Lease. Either party may elect that a copy of this Lease or a memorandum thereof, executed and acknowledged by both parties, be recorded in the public records of Lane County, Oregon. The recording party must pay the recording costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

FRIENDS OF BUFORD PARK &
MT. PISGAH

LANE COUNTY

By: _____
Janelle McCoy
Executive Director

By: _____
Steve Mokrohisky
County Administrator

Date: _____

Date: _____