



AGENDA COVER MEMO

Memorandum Date: February 9, 2024

Order Date: February 27, 2024

TO: Board of County Commissioners

DEPARTMENT: Public Works, Parks Division

PRESENTED BY: Brett Henry, Parks Division Manager

AGENDA ITEM TITLE: ORDER/ IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A 50-YEAR LEASE AGREEMENT WITH THE LANE COUNTY SHERIFF'S MOUNTED POSSE

I. MOTION

MOVE THAT THE COUNTY ADMINISTRATOR IS DELEGATED THE AUTHORITY TO ENTER INTO A 50-YEAR LEASE AGREEMENT WITH THE LANE COUNTY SHERIFF'S MOUNTED POSSE FOR THE DEVELOPMENT, OPERATION, MAINTENANCE, AND SECURITY OF A 5.36 ACRE AREA WITHIN HOWARD BUFORD RECREATION AREA.

II. AGENDA ITEM SUMMARY

Parks is asking the Board to authorize entering into a long-term lease agreement with the Lane County Sheriff's Mounted Posse for a period of fifty-years from the execution of the lease for the development, operation, management, and security of 5.36 acres on the Premises located within the boundaries of Howard Buford Recreation Area (HBRA), a Lane County Park.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Established in 1941, the Lane County Sheriff's Mounted Posse (Posse) is a 501(c)(3) nonprofit that has worked in partnership with Lane County Parks (Parks) since 1988 to develop, operate, manage, and maintain the designated equestrian area of the North Bottom Lands.

On October 31, 2017, the Board unanimously passed Resolution 17-10-31 that recognized the value of the partnership between the County and Friends of Buford Park & Mt. Pisgah, Mount Pisgah Arboretum, and the Lane County Sheriff's Mounted Posse. The Resolution states "the Board considers these partnerships vital to providing thoughtful stewardship of the natural resources [and] the contributions of these organizations to the park [have] accomplished far beyond what Lane County would have otherwise been able to provide."

B. Policy Issues

The 2018 Parks & Open Space Master Plan identified, Collaborate, as core goal to "engage residents, volunteers, interest groups, educational providers, businesses and local, state, and federal agencies as partners in the coordinated effort to expand, enhance, interpret, and protect parks, natural areas, trails, and recreation opportunities across Lane County." The Lane County Sheriff's Mounted Posse is a key collaborator for Lane County Parks as they assist with park operations and maintenance, with a particular focus on equestrian activities and facilities. The execution of a long-term lease ensures that this partnership will continue another 50 years and enhance their stability as a key resource for our parks system. Strategy 1.12 identified in the Master Plan encourages the "develop[ment] [of] formalized agreements with partners who manage or operate facilities on Lane County park lands, with entities that support site stewardship, and with public and private entities that have an ownership stake in various County Park sites." A second core goal identified in the Master Plan is Create Vibrancy. "Re-invigorate and revitalize targeted parks as thriving, family-friendly outdoor activity hubs through redesign, renovation and programming to help position Lane County as the best county for outdoor recreation and play." The Posse specifically fulfills two strategies identified under Create Vibrancy. Strategy 3.1 "Follow Master Plan recommendations to invest in targeted parks to enhance their function as community outdoor recreation destinations." Strategy 3.8 "Encourage events organized by community groups, nonprofits and/or businesses that support physical activity, family-friendly social interactions, enjoying the outdoors and connecting to nature."

The Posse assists Parks with fulfilling a third core goal: Nurture Our Values . "Emphasize our diverse, natural character and make high impact, low-cost moves to maintain sites, sustain infrastructure and improve the quality, safety and attractiveness of park amenities, landscaping and recreation facilities." Strategy 6.6 "Explore options to optimize local management of selected Lane County sites by working with other public agencies to transition ownership (e.g., Cinderella Park) or management responsibility (e.g., HBRA) of sites or selected facilities." Strategy 6.7 "Explore options to formalize arrangements with friends groups, service groups and volunteers to support specific parks or facilities on an ongoing basis, rather than project by project."

Lastly, The Master Plan recommends different potential "treatments" for each Lane County park site to provide guidance on the types of future investment and development appropriate for each site. A long term lease agreement fulfills one of the treatments applied to HBRA; "Formalized Partnership: Develop a Memorandum of Understanding or other formalized agreement with site partners

defining their roles and responsibilities in ongoing site management, maintenance and/or improvements.”

C. Board Goals

A long-term lease agreement with the Lane County Sheriff’s Mounted Posse supports the following Strategic Priority identified in the Lane County Strategic Plan 2018-2021: Strategic Priority 2b(3): Vibrant Communities Develop action plans and funding to implement the Parks Master Plan.

D. Financial and/or Resource Considerations

Lane County Parks Fund 216 has an operating budget of approximately \$4.5 million to fund the operation and maintenance of 68 parks and open spaces that total over 4,400 acres. This funding is inadequate for the maintenance, capital, staffing, and resource management needs of the park system, primarily at the County’s largest and most visited park. Within its 2,214 acres, HBRA receives at least 400,000 visitors a year and without our partnerships with the Lane County Sheriff’s Mounted Posse, the Arboretum, and the Friends of Buford Park & Mt. Pisgah, the County would not have the resources to maintain and steward the park. It is imperative that this partnership continues as the Posse assists Lane County Parks with the maintenance and operations of HBRA.

E. Health Implications

Parks are an essential resource for healthy communities. They improve the quality of life by providing a location for the public to recreate, play, exercise, and mentally unwind.

Entering into the proposed lease with the Posse at HBRA will in particular promote:

1. Environmental quality by facilitating habitat stewardship in HBRA.
2. Public health by improving public facilities such as riding arenas that provide places for exercise and outdoor recreation.

F. Analysis

The working relationship between the County and the Lane County Sheriff’s Mounted Posse has evolved over time. In 1988 the posse began managing the old horse arena at HBRA during the summer months. The arena was dismantled in 2000 because it was too close to the river. The posse provided the funding and labor to construct the new arena on higher ground, further away from the river. Under an agreement with Lane County Parks, the posse maintains the arena and surrounding grounds and uses it for their events, training, and practice. The posse conducts mounted patrols of the HBRA and Mt. Pisgah providing assistance and information to park users when needed. Posse mounted patrols provide a sheriff’s office uniform presence to help deter criminal activity.

Elements programmed for the North Bottomlands in the 1994 HBRA Master Plan,

such as “an expanded equestrian center featuring ample parking for vehicles and horse trailers, a mounting ramp, additional competition courses, watering facilities for horses, and rest rooms and drinking water for riders” have not been implemented to date. Leasing this portion of the North Bottomlands to the Posse would enhance the Posse’s operations in HBRA and improve the possibility of obtaining grant funding and capitol donations for development of the park’s equestrian center.

G. Alternatives/Options

1. Adopt the Board Order of authorizing the County Administrator to enter into a Lease Agreement with the Lane County Sheriff’s Mounted Posse to assist with the development, operations, maintenance, and security of the leased area within Howard Buford Recreation Area.
2. Do not adopt the Board Order.

IV. RECOMMENDATION

Parks staff recommends Option 1.

V. TIMING/IMPLEMENTATION

It is anticipated that, upon Board approval, the lease agreement will be executed and will cover the term of 50 years, beginning and ending February 27, 2074.

VI. FOLLOW-UP

There will be a review of the agreement and performance by the Posse five years after the execution of the lease. This will occur prior to September 1, 2029. If amendments are made to the existing lease, Parks will seek Board approval and the issuance of another Board Order authorizing the County Administrator authority to enter into a revised lease agreement.

VII. ATTACHMENTS

Exhibit A - Lane County Sheriff’s Mounted Posse Lease

Exhibit B - Board Order

Exhibit C – BO 17-10-31-0

Exhibit A - Lane County Sheriff's Mounted Posse Lease

NORTH BOTTOMLANDS LEASE

LANE COUNTY / POSSE OF BUFORD PARK & MT. PISGAH

This agreement ("Lease") is entered into by and between Lane, a political subdivision of the State of Oregon ("County") and the Lane County Sheriff's Mounted Posse, an Oregon nonprofit corporation ("Posse"), each referred to individually in this Lease as a "party," and collectively referred to in this Lease 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 Posse, 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 support the development of an expanded equestrian center in the HBRA.
- D.** Posse has demonstrated the capacity and expertise to develop, operate, manage, and maintain the designated equestrian area of the North Bottom Lands in HBRA in partnership with the County, and to engage significant numbers of community volunteers, representing hundreds of hours of labor each year, to help develop, operate, and maintain the HBRA equestrian facilities.
- E.** Posse has, for over 35 years, maintained and improved the North Bottomlands equestrian center of the HBRA for the enjoyment and benefit of the public.
- F.** As part of its operations, Posse 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 and maintenance of the riding arena for over 35 years to support and promote equestrian activity on HBRA.
- G.** The parties agree that Posse's past and present activities and operations in the HBRA, including fund raising and operation of its riding arena to fund activities in support of the HBRA and equestrian and outdoor recreation, are consistent with the requirements of the Deed Restrictions.

- H. The parties agree that the long-term success of Posse'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 Posse's 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 Posse, and Posse hereby leases from County, for the term and on the rent, conditions, and provisions herein contained that certain real property situated in Howard Buford Recreation Area 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 Posse 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 unless sooner terminated under this agreement or extended in accordance with Section 1.2.

1.2 Extension Option

- 1.2.1** Commencing the fifth (5) year from the Commencement Date, and every fifth (5 years) anniversary of the Commencement Date thereafter ("Anniversary Date"), Posse will have the option to extend this Lease for an additional five-year period.

- 1.2.2** Posse 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 Posse's 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 Posse' 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 Posse 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 Posse 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.
 - 1.3.2 Posse fails to maintain its status as an Oregon public benefit corporation in good standing.
 - 1.3.3 Posse fails to meet any material obligation under this Lease, including without exception those obligations stated in Sections 2, 3, 4, 5, 6 and 7 of this Lease.
 - 1.4 Termination by Posse. Posse may terminate this Lease upon 60 days' notice following Posse' written notice of breach and County's failure to cure such breach within 60 days of the date of the notice of such breach, if County fails to meet any material obligation under this Lease, including without exception those obligations stated in Sections 2, 3, 4, and 5 of this Lease, or in the event the Posse elect to cease operating as an Oregon public benefit organization
2. **Rent.** Rent for the Premises is \$1.00 per year, payable yearly in advance on the anniversary of the Commencement Date.
3. **Posse' Use of the Premises**
 - 3.1 Use of Premises. Posse will have the right to use the Premises and the Improvements (as defined in subsection 3.5) for any lawful purpose consistent with the Deed Restrictions. Any development of new facilities or other uses of the Premises must be consistent with the adopted HBRA Master Plan and any other applicable planning documents.
 - 3.2 Condition Assessment. On or promptly after the Commencement Date, each party will assign one of more authorized representatives to jointly meet at the Premises for inspection and documentation, which may include video recording, or the condition of the Premises. Following this inspection, the parties will jointly compile the documentation into an assessment of the condition of the Premises as of the Commencement Date, and this assessment once compiled will be deemed a part of the terms and conditions of this Lease. The assessment must include a list of all structures on the Premises and identify those not usable for the purposes of the Posse's use of the Premises under this Lease. Each party will bear its own costs for the inspection.
 - 3.3 Operation, Maintenance, and Preservation of the Premises. Posse agrees to maintain the Premises and the Improvements in a clean and orderly condition during the Term of the Lease, and will bear all financial burden and responsibility for such operation and maintenance costs. Posse agrees to maintain the Premises and the Improvements in a condition consistent with the condition of Premises on the Commencement Date, excepting those existing structures not usable and identified in the Assessment prepared under subsection 3.2, and will bear all financial burden and responsibility for such operation and maintenance costs. The parties agree, however, that Posse may

request that County agree to pay a portion of the costs for maintenance or upgrade projects that involve substantial expense or which provide long-term maintenance benefits.

- 3.3.1** Posse must exercise reasonable care to protect the Premises and Improvements from material damage and will promptly repair any damage to the Premises caused by Posse's failure to exercise reasonable care. In addition, Posse shall be responsible for any damage to adjacent County property caused by any member, agent, employee, licensee, invitee, or contractor of Posse acting within the scope of such membership, agency, employment, permission, license, invitation, or agreement.
- 3.3.2** Posse may not store personal property, vehicles, construction materials, or debris not used in Posse's 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 Posse. County recognizes that County will take title to all improvements at the end of this lease and agrees that County may, in its sole judgement, 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 riding arena and existing well-water storage and delivery infrastructure.
- 3.6.** Development. Posse may not develop or construct capital improvements on the Premises, except with the express permission, in writing, of County, which shall 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 Posse and County that are determined by the parties to be of mutual benefit.
 - 3.6.2** Title to any such improvements permanently attached to the real property of the Premises, once completed, will become property of County, excluding Trade Fixtures owned by Posse, unless expressly agreed by the parties in writing.
- 3.7** Limitations on Commercial Activities. Posse agrees that Posse 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 Posse in the course and scope of furthering its mission, including fundraising events; provided that the activity does not affect the operation of Posse 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 subsection 3.6 is not intended to prohibit Posse from using the services of commercial vendors if the commercial activity is incidental to its overall operation and management or the advancement of Posse' mission, including fundraising events that may mutually benefit Posse and other Lane County non-profits and cultural organizations.

3.7.2 Posse may request from County permission for an exception to the provisions of this subsection 3.6, 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. Posse 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. Posse will ensure that public access is maintained along HBRA trails, roads, and public parking lots that exist within or adjacent to the Premises.

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

3.10 Posse's Use of HBRA Parking. County grants to Posse, and to Posse' 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 Posse's 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. Posse' and County's Relations

4.1 Posse's Five-Year Plans. Posse 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. Posse 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. Posse 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. Posse 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, inducing 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 Posse may conduct fundraising and earn revenues on site, so long as moneys raised are used solely for the maintenance, improvement, and administrative costs for the Posse's use of the Premises and Improvements and the advancement of Posse's nonprofit mission in providing development, operation, management, and maintenance of the designated equestrian area of the North Bottom Lands in the HBRA.
 - 4.5 Cooperation for Scheduled Events. The parties acknowledge that Posse, 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. Posse and County agree to cooperate to allow for reasonable access, parking, control, and security for such events. Each party agrees to reasonably 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.
 - 4.6 Financial Information. Posse agrees to provide County with a copy of Posse's annual independently reviewed financial report. Upon request from County, Posse must provide County with such additional information and reporting on Posse's activities and operations at HBRA as County may reasonably require ensuring Posse's activities and operations are consistent with the terms of this Lease and do not conflict with the Deed Restrictions. County will maintain 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 Posse's performance of its duties and obligations under this Lease, and County shall promptly inform Posse of any deficiencies or potential deficiencies revealed to County during such inspections. Any potential deficiencies must be investigated by Posse 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, Posse must provide at Posse's 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 Posse must ensure 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, Posse shall indemnify, defend, and hold harmless the County and 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 Posse' performance or failure to perform under this Lease. The provisions of the foregoing notwithstanding, Posse 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 Oregon Constitution and the Oregon Tort Claims Act law, County shall indemnify, defend, and hold harmless Posse and 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 Posse for any liability arising solely out of wrongful acts of Posse' 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. Posse will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises, by Posse or any other person, that are not necessary or useful to Posse' 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 Posse breaches the obligations stated in this Section, or if the presence of any Hazardous Material on the Premises caused or permitted by Posse, 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 Posse is legally liable to County or to any third party for damages resulting therefrom, then Posse 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 Posse 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. Posse will promptly take any and all actions, at Posse' 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. Posse will contract with licensed contractors, laboratories, and engineering firms to do all necessary remedial work at Posse' 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, Posse' 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, Posse 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 Posse 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. Posse, 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. Posse 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 Posse 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 Posse 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 Posse. 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 Lease 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 5pm, 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 Lease 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 Posse:

Lane County Sheriff's Mounted Posse
P. O. Box 21414
Eugene, Oregon 97402

- 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.

LANE COUNTY SHERIFF'S

LANE COUNTY

MOUNTED POSSE

By: _____

By: _____

Dan Swanson
Captain

Steve Mokrohisky
County Administrator

Date: _____

Date: _____

Exhibit A

Posse Lease Area



Image © 2023 Airbus

200 ft

Google Earth

Exhibit B

8213090

DEED

Highway Division
Key File 46893
Mile: O & A 449
9B-9-11
AT.....O'CLOCK.....M

MAY 05 1982

D. M. PERHOLD, Director of the
Dept. of General Services of Lane County
Clayton Becker
DEPUTY

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Parks and Recreation Division, Grantor, hereby conveys unto LANE COUNTY, a political subdivision of the State of Oregon, Grantee, the following described property, only so long as used for scenic, public park or public forest and recreation purposes, to wit:

A parcel of land lying in Sections 7, 16, 17, 18, 19, 20 and 21, Township 18 South, Range 2 West and in Section 12, Township 18 South, Range 3 West, W.M., Lane County, Oregon and being that property acquired by the State of Oregon, by and through its State Highway Commission in that certain judgment dated May 30, 1973, entered as Circuit Court Case No. 73-0844, Lane County, Oregon. Also that property described in those deeds to the State of Oregon, by and through its State Highway Commission, recorded on Reel 592R, Instrument No. 6092; Reel 665R, Instrument No. 7352020; Reel 643R, Instrument No. 7327546; Reel 642R, Instrument No. 7326218; Reel 693R, Instrument No. 7423417 and Reel 612R, Instrument No. 28800 of Lane County Official Records.

EXCEPT therefrom that portion of said State of Oregon property described in that deed recorded on Reel 665R, Instrument No. 7352020 lying within Section 1, Township 18 South, Range 3 West, W.M., Lane County, Oregon.

The parcel of land to which this description applies contains 2,244 acres, more or less, as shown on Exhibit "A" attached hereto and by reference made a part hereof.

It is understood that this conveyance is made and delivered upon the following express conditions, reservations and restrictions:

1. That there is reserved unto the State of Oregon, its successors, and assigns, all minerals, as defined in ORS 273.775(1), and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing such minerals and geothermal resources; provided, however, that right hereby reserved to use the surface for any of the above activities shall be subordinate to that actual use of the surface of the premises deeded herein, or any part thereof, being made by the surface rights owner at the time that the State's lessee conducts any of the above activities. In the event such use of the premises by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from State's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface rights owner at the time the State's lessee conducts any of the above activities.

8213090

Highway Division
Key File 46893
Misc. C & A 4496
9B-9-11

2. That there is also reserved unto the Grantor 50% of the net value of all harvested timber from trees standing at the time of the execution of the deed except that the Grantor shall have no interest in any trees planted hence forth. Removal of dead, diseased or dangerous trees for proper management of the property for park and recreational purposes shall be the sole responsibility of the Grantee. Determination of the present volume of timber to be by a recognized forest management consulting firm. Grantee will provide the consulting firm services as part of the development of a Lane County Timber Management Program.

3. That if the above described property or any portion thereof is used for purposes other than scenic, public park, public forest and recreation purposes, title to the property or portions thereof used for purposes other than scenic, public park, public forest and recreation purposes shall automatically revert to and vest in the Grantor.

4. That the above described property has been acquired with federal financial assistance pursuant to the LWCF, 16 USC Sections 460D, 4601-4 through 11. Therefore, pursuant to 16 USC Section 4601-8 (f)(3), this property's uses shall not be converted to any other than public outdoor recreation use without the approval of the Secretary of the Interior. Requirements for approval of any conversions of the described property's use are set forth in 16 USC Section 4601-8 (f)(3). This document has been recorded to provide notice to potential property use converters of this restrictive covenant upon the property's use.

Date this 20th day of April, 1982.

APPROVED AS TO FORM:

James L. Sallee
Asst. Attorney General and Counsel

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION,
Parks and Recreation Division

by David G. Talbot
David G. Talbot, Administrator, Parks
and Recreation Division

STATE OF OREGON, County of Marion

April 20, 1982. Personally appeared David G. Talbot, who being sworn, stated that he is the Administrator for the State of Oregon, Department of Transportation, Parks and Recreation Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me

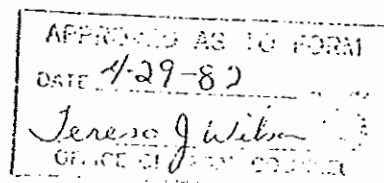
Rae H. Wilson
Notary Public for Oregon
My Commission expires Jan 21 1985

The above deed is hereby accepted by Lane County in accordance with the terms and conditions set forth therein.

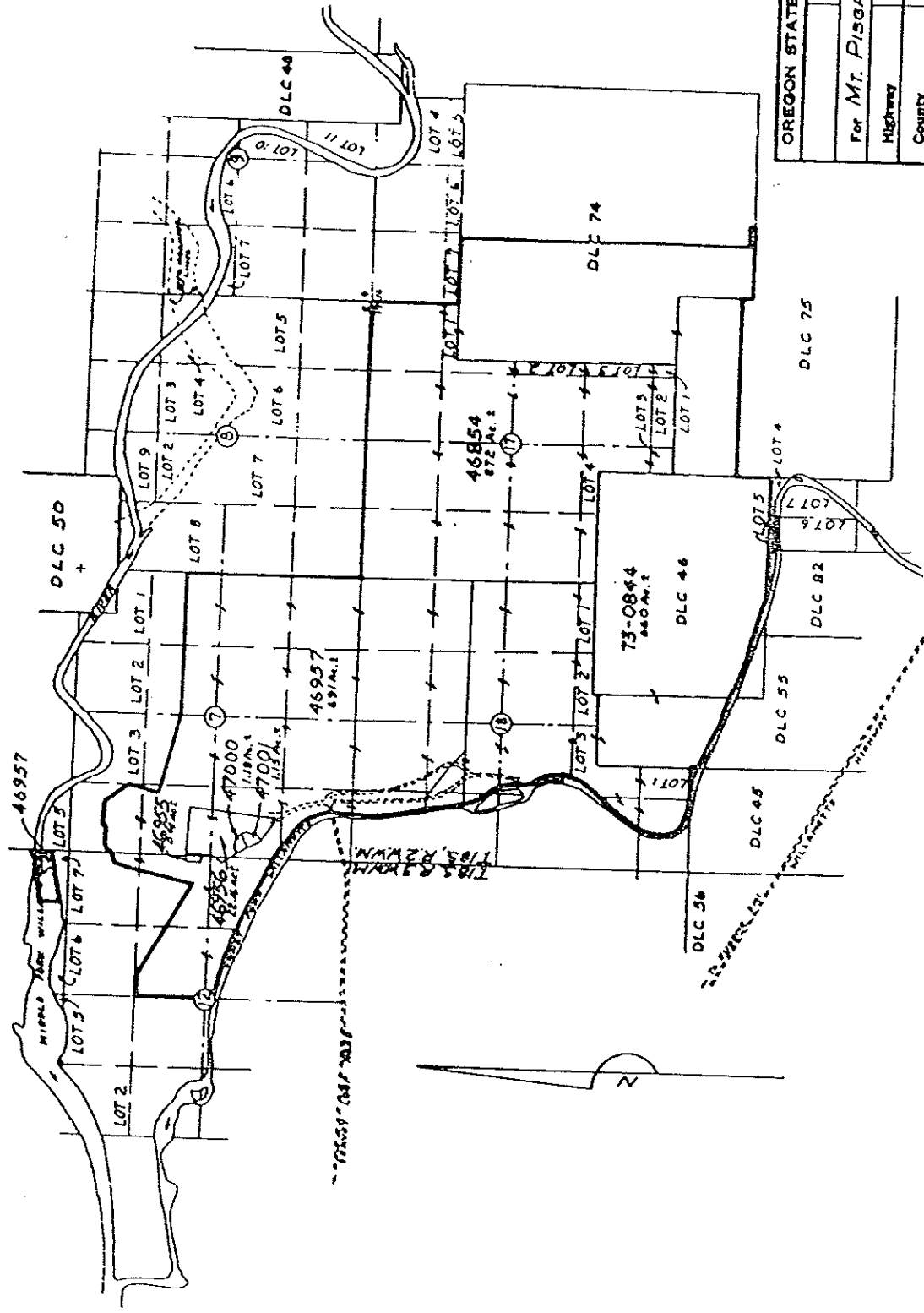
LANE COUNTY,

By Scott Lewallen

1/19/82
Page 2 - Deed



8213090



OREGON STATE HIGHWAY DEPARTMENT	
	BOUNDARY.
For Mt. Pisgah Regional Park	
Highway	WILLAMETTE
County	LANE
Scale	Date 10-30-72
Rev 9-19-73	

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

In the Matter of Authorizing The County
Administrator To Enter Into A 50-Year Lease
Agreement With The Lane County Sheriff's
Mounted Posse

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

WHEREAS, the 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 Sheriff's Mounted Posse has demonstrated the capacity and expertise to develop, operate, manage, and maintain the designated equestrian area of the North Bottom Lands in HBRA in partnership with the County, and to engage significant numbers of community volunteers to help develop, operate, manage, and maintain the designated equestrian area of the North Bottom Lands; and

WHEREAS, The Lane County Sheriff's Mounted Posse has for over thirty-five years maintained and improved the North Bottomlands equestrian center of the HBRA for the for the enjoyment and benefit of the public; and

WHEREAS, the long term success of the Lane County Sheriff's Mounted Posse's activities in the North Bottomlands depends upon successful fundraising for capital improvements to the facilities, and that fundraising is dependent, in part, on the Posse's 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
2. that the County Administrator be delegated authority to sign the lease.

ADOPTED this ____ day of _____, 2024.

Laurie Triege, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 17-10-31-06

ORDER/RESOLUTION In The Matter Of
Recognizing The Contributions Of The
Partnerships With The Mount Pisgah
Arboretum, Friends Of Buford Park And Mt.
Pisgah, And The Sheriff's Mounted Posse In
Providing Stewardship Of The Howard Buford
Recreation Area.

WHEREAS, Lane County has been in partnership with the Mount Pisgah Arboretum, the Friends of Buford Park & Mt. Pisgah, and Sheriff's Mounted Posse to help steward the Howard Buford Recreation Area for as much as 40 years; and

WHEREAS, the Board considers these partnerships as vital to providing thoughtful stewardship of the natural resources within the park balanced with public access that delivers an enhanced visitor experience; and

WHEREAS, the contributions of these organizations to the park has accomplished far beyond what Lane County would have otherwise been able to provide.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Lane County formally recognizes the individual and collective contributions the Mount Pisgah Arboretum, the Friends of Buford Park & Mt. Pisgah, and Sheriff's Mounted Posse have made to the Howard Buford Recreation Area and supports fostering these relationships into the future as a model for similar efforts throughout the Lane County park system.

ADOPTED this 31st day of October, 2017



Pat Farr, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

10/20/17
Sir

LANE COUNTY OFFICE OF LEGAL COUNSEL



Lane County Sheriff's
Mounted Posse & the
Howard Buford
Recreation Area Horse
Arena Grounds

Exhibit A

Posse Lease Area



The Lane County Sheriff's Mounted Posse was established May 9, 1941, under the direction Sheriff C.A. "Tom" Swarts.



The posse was originally created to serve as both a community service group, and to assist the sheriff. Posse members were responsible for helping enforce the blackouts during the war years and helped the sheriff with law enforcement in Lane County.

In the beginning, the posse provided additional resources to an understaffed sheriff's office.

However, as time has passed, the posse has become a valuable resource to the Search & Rescue team, assisting with locating and retrieving lost individuals.

The Lane County Sheriff's Mounted Posse continues to be an integral part of the Lane County Search & Rescue program.



Sheriff Harry Marlowe (center, front row) with Posse
[circa 1961-1973]

In 1988 the posse began managing the old horse arena at HBRA during the summer months. The arena was dismantled in 2000 because it was too close to the river.





Addressing the North Bottom Lands, the HBRA Master Plan says:

"Here an expanded equestrian center is proposed which features ample parking for vehicles and horse trailers, a mounting ramp, additional competition courses, watering facilities for horses, and rest rooms and drinking water for riders."

- 1973 - Acquisition of 2300 acre Howard Buford Recreation Area.
- 1991 - With 40,000 visitors per year and concerns about overuse and conflicts over how the land should be used, a Task Force was formed to develop a management plan for HBRA.
- 1992-Parks Advisory Committee approved conceptual Master Plan.
- 1993-After public hearings PAC approved Master Plan.
- 1994-Adopted by Board of County Commissioners as a refinement to the Eugene -Springfield Metropolitan Area General Plan.

But.....COVID-19 has bridled the posse.

- Limited training
- No parades
- No social events
- No county fair



One of the foremost functions of the Lane County Sheriff's Mounted Posse has been as Ambassadors of Public Relations for the sheriff's office. Over the course of the years, at one time or another, the Lane County Sheriff's Mounted Posse has attended all parade and holiday functions in the State.



Rhododendron Days Parade, Florence



4th of July Parade, Creswell

The posse assists with parking each year at the Lane County Fair in exchange for a share of the parking proceeds.



The all-volunteer posse relies on donations and fund-raising for all expenses. The county fair is the primary fund-raising event annually for the posse.



The posse conducts mounted patrols of the HBRA and adjacent TNC lands, providing assistance and information to park users when needed.



Posse mounted patrols provide a sheriff's office uniform presence to help deter criminal activity.

The posse provided the funding and labor to construct the new arena on higher ground, further away from the river.

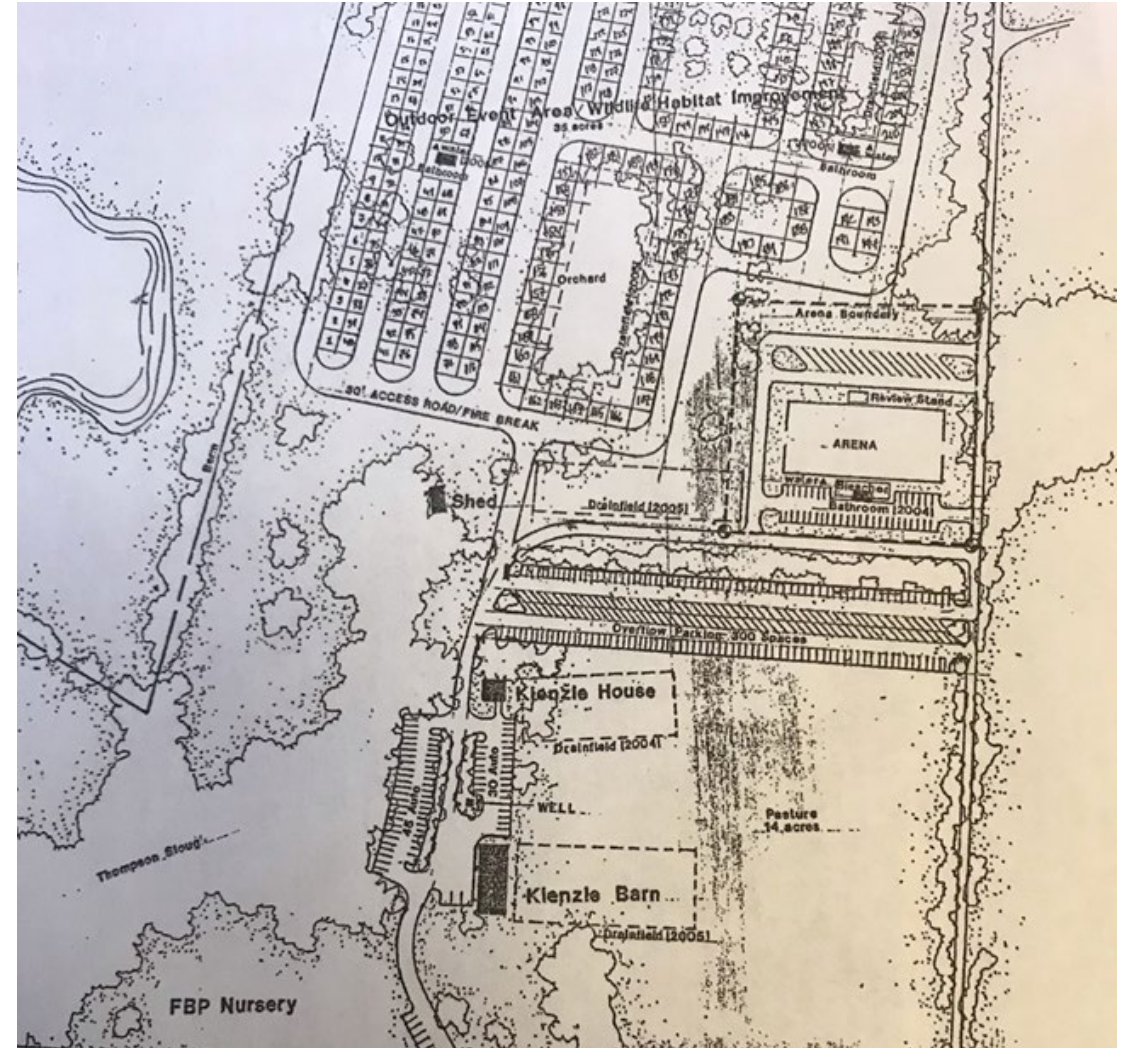


Under an agreement with Lane County Parks, the posse maintains the arena and surrounding grounds and uses it for their events, training and practice.

Today



Tomorrow?



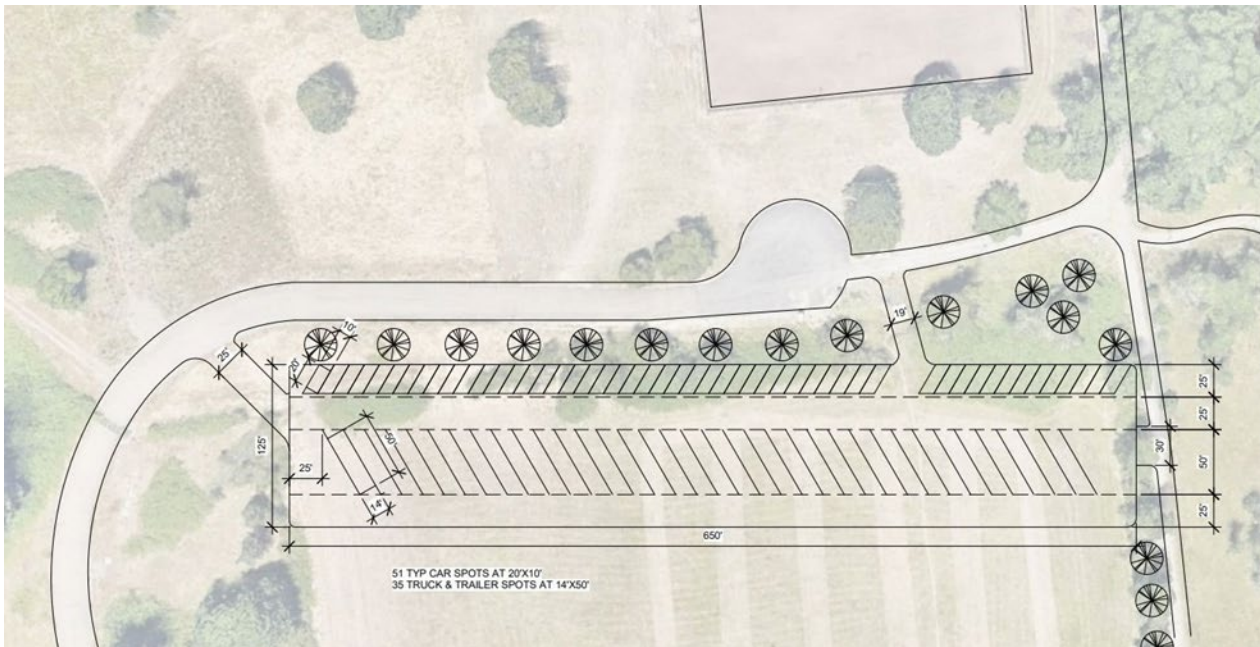
In keeping with the HBRA Master Plan, the posse hopes to continue development of the park's Equestrian Center.

Near term goals include;

- Adding a cover to the arena to allow spring and fall use of the facility.



- Adding pervious, solid-surface parking to support wet-season parking for autos and horse trailers.



For nearly 20 years the Posse has been looking at this proposed diagram for that development as a guide and we believe that the time has come to move forward on this project. What's needed? A plan for action. Leadership and funding.

