

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works / Parks Division

**DATE:** June 21, 2016

**REQUESTED ACTION:** Approval of a second amendment to the lease agreement between Clark County and Harmony Sports Association.

  X   Consent           Hearing           County Manager

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## **PUBLIC WORKS GOALS:**

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

## **BACKGROUND**

On December 10, 1996, Clark County and Harmony Sports Association (HSA) entered into a lease for Harmony's use of approximately 40 acres of property in Section 30, at the intersection of NE 192nd Avenue and NE 18th Street. Clark County and HSA amended the lease on April 2, 2007, to add approximately fourteen more acres of land for the development of athletic fields for individuals with disabilities. The 1996 lease, as amended in 2007, was replaced and superseded by a Lease Agreement between the Parties dated September 11, 2012. This modified the previous lease to allow for the development of three synthetic turf sports fields with lighting and fencing on the property. The term of the Lease was extended to June 1, 2042 provided the three soccer fields were developed by the year 2026.

In turn, by a licensing agreement entered into June 15, 2013, HSA granted the Washington Timbers Football Club a license to occupy and use the Harmony Sports Complex for the purpose of operating youth and adult soccer programs and incidental purposes related to that purpose.

An amendment to the 2012 Lease Agreement between Clark County and HSA was added June 16, 2015. The amendment enabled the Timbers to secure a loan with Craft3, a Washington nonprofit corporation, to finance the development of three synthetic soccer fields with lighting and fencing.

The purpose of this second amendment is to allow the Washington Timbers Football Club to serve and sell alcohol on the County-owned property, Harmony Sports Complex, for up to three (3) events per calendar year. The sale of alcohol would support fundraising for special events and tournaments held on the premises, for Timbers' facility operations, and for potential further development of the premises by Timbers.

*mjo  
OK*

PW16-072

**COUNCIL POLICY IMPLICATIONS**

This staff report does not result in any policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

Alcohol is not allowed in parks without a park and facility use permit. This action will allow the Washington Timbers Football Club to serve and sell alcohol on County-owned property, Harmony Sports Complex, for up to three (3) events per calendar year. Approval for each of these events would be granted through the Parks division's park and facility use permit process.

**COMMUNITY OUTREACH**

Parks staff has worked with the Washington Timbers Football Club to craft an amendment which is acceptable for both parties.

**BUDGET IMPLICATIONS**

There is no budget impact to Clark County. The Washington Timbers Football Club is solely responsible for the cost of selling, furnishing, and serving alcohol for each of the three events per year.

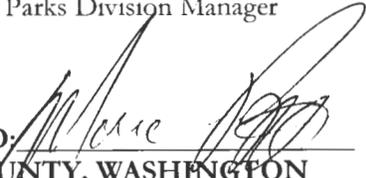
YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>  
Public Works Administration – Anita Temme

\_\_\_\_\_  
Bill Bjerke  
Clark County Parks Division Manager

  
\_\_\_\_\_  
Heath H. Henderson, PE  
Public Works Director/County Engineer

APPROVED:   
\_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: June 21, 2016

SR# 127-16

PW16-072

**SECOND AMENDMENT TO THE LEASE AGREEMENT ENTERED INTO  
SEPTEMBER 11, 2012 BETWEEN CLARK COUNTY, WASHINGTON, AND  
HARMONY SPORTS ASSOCIATION**

Dated as of \_\_\_\_\_

CLARK COUNTY, WASHINGTON, a political subdivision of the State of Washington, (“County”), and the HARMONY SPORTS ASSOCIATION, a Washington nonprofit corporation, (“Harmony”), enter into this Second Amendment (Amendment) to that certain Lease Agreement between the County and Harmony made and entered into September 11, 2012 (County and Harmony, together, shall be referred to as the “Parties”). This Amendment is dated as of \_\_\_\_\_, 2016.

**BACKGROUND**

On December 10, 1996, the Parties entered into a lease for Harmony's use of approximately 40 acres of property in Section 30, at the intersection of NE 192nd Avenue and NE 18th Street. The Parties amended the December 10, 1996 lease on April 2, 2007 to add approximately fourteen more acres of land for the development of athletic fields for individuals with disabilities. The 1996 lease, as amended in 2007, was replaced and superseded by that certain Lease Agreement between the Parties dated September 11, 2012 (“Lease”) to modify the previous lease and add three synthetic turf sports fields with lighting and fencing on the property. The term of the Lease was extended to June 1, 2042 provided the three soccer fields were developed by the year 2026.

In turn, by a licensing agreement entered into June 15, 2013, Harmony granted the Washington Timbers Football Club, a Washington nonprofit corporation (“Timbers”), a license to occupy and use the Harmony Sports Complex for the purpose of operating youth and adult soccer programs and incidental purposes related to that purpose (“License”).

An amendment to the Lease between the Parties was added June 16, 2015. The amendment enabled Timbers to secure a loan with Craft3, a Washington nonprofit corporation, (Lender), to finance the development of three synthetic soccer fields with lighting and fencing.

**PURPOSE**

The purpose of this Amendment is to allow Timbers to serve and sell alcohol on the County-owned property, Harmony Sports Complex (Premises), for up to three (3) events per calendar year. The sale of alcohol would support fundraising for special events and tournaments held on the Premises, for Timbers’ facility operations, and for potential further development of the Premises by Timbers.

**RECITALS**

**WHEREAS**, the County owns that certain real property more particularly described in the Lease Agreement, and on which is located the Harmony Sports Complex, which is occupied by Harmony pursuant to the Lease; and

**WHEREAS**, Timbers, which is licensed by Harmony to use and occupy the Premises for soccer programs, is seeking approval to serve and sell alcohol on the Premises at three (3) events per calendar year; and

**WHEREAS**, Section VIII. B. of the Lease prohibits Harmony from allowing alcoholic beverages to be sold, furnished, or possessed on the Premises; and

**WHEREAS**, the County is willing to modify the provisions of the Lease which prohibits the sale, furnishing, and possession of alcohol on the Premises;

**WHEREAS**, Clark County Code 9.05.170 allows alcohol only when authorized through a Park and Facility Use Permit;

**NOW, THEREFORE**, it is hereby agreed that the Lease shall be amended as follows:

1. Except as specifically provided otherwise by this Amendment, all provisions of the Lease remain in full force and effect, and bind the Parties in accordance with their terms.
2. County agrees to allow the sale, furnishing, and possession of alcohol on the Premises for up to 3 events per calendar year with the following conditions:
  - A. Timbers must secure authorization for each event through a park and facility use permit from Clark County Parks, as governed by Clark County Code 9.05.
  - B. Timbers will adhere to all federal, state, and local regulations when selling, furnishing, or possessing alcohol on Premises.
  - C. Sale, furnishing, and possession of alcohol will be for Timbers tournaments and special events only.
  - D. Alcohol sales, furnishing, and possession will be confined to an alcohol garden or similar space with a controlled entrance and exit.
  - E. Carry-in alcohol is prohibited on Premises.
  - F. Alcohol consumption by a player or coach during or prior to game play is prohibited.
  - G. Alcohol is prohibited on the fields or parking lot.
  - H. Alcohol sales and furnishing will end no later than 30 minutes prior to the start of the last scheduled game.
  - I. Timbers must secure a Special Occasion license from WA State Liquor and Cannabis Board (WSLCB).
  - J. Timbers must provide proof of approved WSLCB Special Occasion license to County prior to issuance of park and facility use permit.
  - K. Timbers must sign and post a copy of the approved Special Occasion license and County-issued park and facility use permit at the location of event where alcohol is served.
  - L. Timbers shall continue to provide proof of insurance to County as defined in section XII. B. of Lease Agreement.
  - M. Timbers must include, and provide proof to County, at least a \$1M liquor liability endorsement for each event where alcohol is sold, furnished, and/or possessed.
  - N. Provide a security officer to patrol the event. Must provide proof of final agreement to Parks.
  - O. An alcohol garden requires a detailed schematic/layout of any intended beer/wine/liquor or other use "garden" areas that depicts fencing, entrances, exits, their dimensions and maximum intended capacities.
  - P. Alcohol garden schematic must be approved by City of Vancouver Fire Marshal. Proof of approval must be provided to County.

3. The Lease, only as modified by this Amendment, constitutes the entire agreement between the Parties, and supersedes all prior communications, agreements, and understandings, whether oral or written, between the Parties in relation to the subject matter of the Lease.

HARMONY SPORTS ASSOCIATION

By 

Print name BRENT J. BATES

Title PRESIDENT

Date 06.16.16

CLARK COUNTY  
Board of County Councilors

By   
Marc Boldt, Chairman

Date 6/24/16

By \_\_\_\_\_  
Jeanne e. Stewart, Councilor

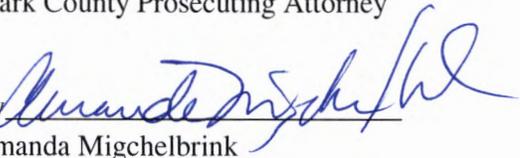
By \_\_\_\_\_  
Julie Olson, Councilor

By \_\_\_\_\_  
David Madore, Councilor

By \_\_\_\_\_  
Tom Mielke, Councilor

APPROVED AS TO FORM ONLY:  
Anthony F. Golik

Clark County Prosecuting Attorney

By   
Amanda Migchelbrink  
Deputy Prosecuting Attorney

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that BRENT J. BATES is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the PRESIDENT of HARMONY SPORTS ASSOCIATION to be the free and voluntary act and deed of such party(ies) for the uses and purposes therein mentioned in the instrument.

Dated: JUNE 16, 2016

[Signature]



Notary Public in and for the State of WA

Residing at LACENTER, WA

My commission expires: MAY 29, 2019

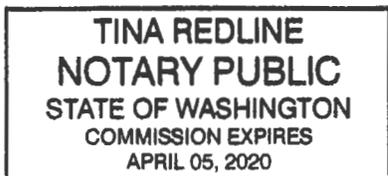
STATE OF WASHINGTON

COUNTY OF CLARK

On this 21 day of June, 2016, before me personally appeared Marc Boldt, \_\_\_\_\_ and \_\_\_\_\_, to me known to be the duly elected, qualified and acting County Councilors(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument by resolution of the Board of County Councilors of Clark County and that the seal affixed is the official seal of Clark County.

Dated June 21, 2016

[Signature]



Notary Public in and for the State of WA

Residing at Vancouver, WA

My commission expires: April 5, 2020

FIRST AMENDMENT TO LEASE AGREEMENT  
ENTERED INTO SEPTEMBER 11, 2012,  
BETWEEN CLARK COUNTY, WASHINGTON,  
AND HARMONY SPORTS ASSOCIATION

PW 15-32

CLARK COUNTY, WASHINGTON, a political subdivision of the State of Washington, ("County"), and the HARMONY SPORTS ASSOCIATION, a Washington nonprofit corporation, ("Harmony"), enter into this First Amendment (Amendment) to that certain Lease Agreement between the County and Harmony made and entered into September 11, 2012 (County and Harmony, together, shall be referred to as the "Parties"). This Amendment is dated as of June 16, 2015.

BACKGROUND

On December 10, 1996, the Parties entered into a lease for Harmony's use of approximately 40 acres of property in Section 30, at the intersection of NE 192nd Avenue and NE 18th Street. The Parties amended the December 10, 1996 lease on April 2, 2007 to add approximately fourteen more acres of land for the development of athletic fields for individuals with disabilities. The 1996 lease, as amended in 2007, was replaced and superseded by that certain Lease Agreement between the Parties dated September 11, 2012 ("Lease") to modify the previous lease and add three synthetic turf sports fields with lighting and fencing on the property. The term of the Lease was extended to June 1, 2042 provided the three soccer fields were developed by the year 2026. In turn, by a licensing agreement entered into June 15, 2013, Harmony granted the Washington Timbers Football Club, a Washington nonprofit corporation ("Timbers"), a license to occupy and use the Harmony Sports Complex for the purpose of operating youth and adult soccer programs and incidental purposes related to that purpose ("License").

PURPOSE

The purpose of this amendment is to enable Timbers to secure a loan with Craft3, a Washington nonprofit corporation, (Lender), to finance the development of three synthetic soccer fields with lighting and fencing on the County-owned parks property, Harmony Sports Complex.

RECITALS

**WHEREAS**, the County owns that certain real property more particularly described in the Lease, and on which is located the Harmony Sports Complex, which is occupied by Harmony pursuant to the Lease (the Premises); and

**WHEREAS**, Timbers, which is licensed by Harmony to use and occupy the Premises for soccer programs, is seeking a loan in the amount of \$750,000 from the Lender to finance development of three new sports fields (Fields) on the Premises, each with synthetic turf, lighting and fencing installed on or affixed to the Premises (Improvements), and

**WHEREAS**, The Timbers are obligated to repay the loan within seven years from the date the loan

is secured, and making no less than one payment each year in the amount equal to or exceeding one seventh share of the loan balance; and

**WHEREAS**, Section XIII of the Lease prohibits Harmony from assigning or transferring any interest in the Lease or the Premises without first obtaining the written consent of the County; and

**WHEREAS**, Section XIV of the Lease requires Harmony to keep the Premises free and clear from any liens or encumbrances arising from Harmony's use, occupancy, improvement or maintenance of the Premises, and on request to furnish the County written proof of payment of any item which would or might constitute the basis for a lien or encumbrance if not paid; and

**WHEREAS**, Section XVIII of the Lease provides that all alterations and improvements to the Premises that the County does not direct Harmony to remove shall be considered as part of the Premises and shall be surrendered to the County upon expiration or sooner termination of the Lease; and

**WHEREAS**, the Lender has informed Timbers that it is willing to loan or advance money for Improvements only if it can obtain a security interest in certain of the Improvements, which would be inconsistent with the above provisions of the Lease; and

**WHEREAS**, the Improvements identified for security interest by the Lender are limited to the synthetic turf and lighting and the Lender will take a security interest in no other improvements, including drainage, utilities, subgrade features, fencing or parking improvements, and

**WHEREAS** the County is willing to modify the provisions of the Lease requiring that the Premises, which will include the Fields and their Improvements, remain free and clear of any liens and encumbrances, and limiting the transfer or assignment of any interest in the Premises only if the Fields remain, or are again made usable by the public as playable soccer fields in and after the event of loan default by Harmony and removal by the Lender of the Improvements in which it has taken a security interest; and

**WHEREAS**, Harmony and Timbers have entered into an Addendum to the License, attached hereto as Exhibit A, which obligates Lender to ensure that the Fields are restored to a condition that is playable and usable by the public if the synthetic turf and the lighting are removed.

**NOW, THEREFORE**, the Parties hereby agree as follows

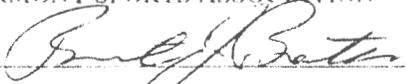
1. Except as specifically provided otherwise by this Amendment, and Exhibit A hereto, all provisions of the Lease remain in full force and effect, and bind the Parties in accordance with their terms.
2. County agrees that in exchange for financing the Improvements, Timbers may give Lender a security interest in the synthetic turf and lighting that will be among the Improvements to the Fields, but in no other Improvements and on no other parts of the Premises, and only pursuant to the terms of the License, as modified by Exhibit A hereto
3. Timbers agrees that it will all make payments due to Lender in relation to financing the Improvements in a timely manner, and that it will furnish proof thereof to County at least monthly, and that it will take satisfy all obligations to Lender in connection with the financing

for the Improvements, and that it will take no action that would bring it into default under its financing agreements with Lender

4 Harmony warrants and agrees that it has entered into no agreement that would permit or effectuate the assignment or transfer of an interest in, or permit or result in a lien or an encumbrance upon, any part of the Premises, Fields, or Improvements, except as set forth in Exhibit A to this Amendment. Harmony further agrees that it will not enter into any such agreement, without the prior written consent of County

5 The Lease, only as modified by this Amendment, constitutes the entire agreement between the Parties, and supersedes all prior communications, agreements, and understandings, whether oral or written, between the Parties in relation to the subject matter of the Lease.

HARMONY SPORTS ASSOCIATION

By 

Print name BRENT J. BATES

Title PRESIDENT

Date 07 JUL 15

CLARK COUNTY  
Board of County Councilors

By   
David Madore, Chairman

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeanne E. Stewart, Councilor

By \_\_\_\_\_  
Tom Mielke, Councilor

APPROVED AS TO FORM ONLY  
Anthony F. Golik  
Clark County Prosecuting Attorney

By   
Christine Cook  
Sr. Deputy Prosecuting Attorney

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Brent S Bates  
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they  
signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and  
acknowledged it as the President of Harmony Sports Association,  
a Washington nonprofit corporation, to be the free and voluntary act and deed of such party(ies) for  
the uses and purposes therein mentioned in the instrument

Dated: 7/7/2015

Robert Beckel



Notary Public in and for the State of WA  
Residing at WA  
My commission expires: 6/6/2017

STATE OF WASHINGTON

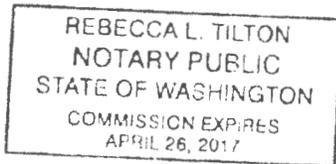
COUNTY OF CLARK

On this 16<sup>th</sup> day of June, 2015, before me personally appeared  
David Madore and  
\_\_\_\_\_ to me known to be the duly elected, qualified and acting  
County Councilor(s) of Clark County, Washington, who executed the foregoing instrument, and  
acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the  
uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to  
execute said instrument by resolution of the Board of County Councilors of Clark County and that  
the seal affixed is the official seal of Clark County

Dated: 6/16/15

Rebecca L Tilton

Notary Public in and for the State of WA  
Residing at Vancouver, WA  
My commission expires:



*[Handwritten signature]*  
NI

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT:** Clark County Prosecuting Attorney  
**DATE:** August 30, 2012  
**REQUEST:** Authorize the Chair to sign the attached lease granting the Harmony Sports Association the right to use county property in Section 30 for a term of thirty (30) years on certain terms and conditions.

**CHECK ONE:**                        X   Consent                             CAO

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**BACKGROUND**

Clark County and the Harmony Sports Association (HSA) initially entered into a lease for HSA's use of approximately 40 acres of property in Section 30 (at the intersection of NE 192<sup>nd</sup> Avenue and NE 18<sup>th</sup> Street). The lease was amended in 2007 to add approximately fourteen more acres of land for the development of athletic fields for individuals with disabilities. The term of the existing lease runs until 2026.

The attached lease would update and modify the existing lease. HSA proposes to develop three synthetic soccer fields with lighting and fencing on the property. The proposed lease would extend the term of the agreement to June 1, 2042, if the three synthetic soccer fields are developed by 2026. The proposed lease continues to preserve the public's right to use this site (except for the synthetic soccer fields) when it is not being used for scheduled games or practices or undergoing maintenance. The proposed lease also includes a provision that the county may move the gate at the entrance to the site to allow additional public parking.

**COMMUNITY OUTREACH**

The county has been working with HSA on the development of this lease for several months. The proposed lease and HSA's use of the site was the subject of a work session previously held by the Board.

**BUDGET AND POLICY IMPLICATIONS**

**FISCAL IMPACTS**

Yes (see attached form)                       No

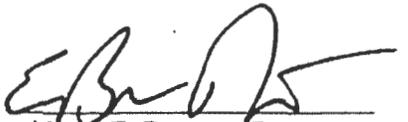


**ACTION REQUESTED**

Authorize the Chair to sign the attached lease granting the Harmony Sports Association the right to use county property in Section 30 for a term of thirty (30) years on certain terms and conditions.

**DISTRIBUTION**

E. Bronson Potter, Prosecutor's Office  
Pete Capell, Public Works  
Laura Hudson, City of Vancouver  
Brian Potter, Parks

  
Name E. Bronson Potter  
Title *Deputy Prosecuting  
Attorney*

Approved: 9-11-12  
CLARK COUNTY  
BOARD OF COMMISSIONERS

*SR 188-12*

**LEASE AGREEMENT**

PA 12-55

This Agreement is made and entered into this 11<sup>th</sup> day of September, 2012, by and between CLARK COUNTY, WASHINGTON, a political subdivision of the State of Washington, by and through its Board of County Commissioners, hereinafter referred to as "County," and the HARMONY SPORTS ASSOCIATION, a Washington non-profit corporation, hereinafter designated as "Harmony Sports."

**PURPOSE**

The purpose of this lease is to replace and supersede the Lease Agreement entered into between the parties on December 10, 1996, and the amendment to the lease entered into by the parties on April 2, 2007.

**WITNESSETH:**

**WHEREAS**, the County owns certain land located in the east half of the northeast quarter of Section 30, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; and

**WHEREAS**, the land referred to above is depicted in the attached Exhibit "A" and is legally described in the attached Exhibit "B" and shall be referenced hereinafter as "the Property"; and

**WHEREAS**, the Bonneville Power Administration has rights to the northern 10 acres of the Property for the construction, maintenance and operation of electrical transmission lines; and

**WHEREAS**, within the Property, the County has been granted the right by the Bonneville Power Administration to occupy and use certain land for recreational

purposes as described in the Recreational Easement recorded at Clark County Auditor's recording number 9605030259; and

WHEREAS, since 1982, Harmony Sports has used a portion of the Property for the purposes of constructing and operating a youth sports field complex for soccer, baseball and softball; and

WHEREAS, Harmony Sports has developed sports fields and facilities, as permitted by the County, upon the Property; and

WHEREAS, Harmony Sports has previously maintained and replaced the well water pump and related electrical and plumbing system that is now being maintained by the county; and

WHEREAS, the term of the prior lease ran until December 10, 2026; and

WHEREAS, Harmony Sports intends to modify existing recreational facilities upon the Property, including three (3) full-size (70 yards by 120 yards) synthetic turf soccer fields and certain baseball fields with lighting and fencing, on the existing facilities; and

WHEREAS, in order to develop the additional recreational facilities upon the Property, it is necessary to make provision for the extension of the term of the lease upon certain terms and conditions, as provided herein; and

WHEREAS, Clark County, while permitting Harmony Sports to occupy the Property, has retained its right to terminate Harmony Sports' right to possession of the Property if it is determined that it is in the County's best interests to make other use of the Property; and

**WHEREAS, the parties have the mutual intention to continue providing for sports fields and recreational facilities for the benefit of Harmony Sports and the public, as provided for herein; and**

**WHEREAS, the Property was acquired by the Clark County Road Fund for the potential extraction of gravel; and**

**WHEREAS, the Clark County Board of Commissioners has determined that the Property is surplus to the foreseeable needs of the County during the terms of the lease and that entering into this lease, for the use of the Property by Harmony Sports, which is a bona fide non-profit organization which will make improvements to the Property and provide services which are in the furtherance of providing recreational experiences, which is a recognized county purpose, and that the general public is not unreasonably restricted from access to the Property, as provided herein; and**

**WHEREAS, Clark County and Harmony Sports mutually agree that it is their intent and desire to reduce to writing their agreement relating to their respective rights and duties with respect to the Property, as provided herein;**

**NOW, THEREFORE, it is agreed as follows:**

**I.**

**SCOPE OF AGREEMENT**

**This Lease constitutes the entire agreement between the County and Harmony Sports and supersedes all proposals, oral or written (including the Lease entered into on December 10, 1996 and the amendment thereto entered into on April 21, 2007), and all other communications between the parties in relation to the subject matter of this**

agreement. No other agreement or understanding exists between the County and Harmony Sports.

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## II.

### PURPOSE OF LEASE

The purpose of this lease is to grant Harmony Sports the right to make use of the Property and develop athletic fields thereon, subject to the terms and conditions stated herein.

## III.

### LEASE OF THE PROPERTY

The County hereby leases to Harmony Sports the Property depicted in Exhibit "A" and legally described in Exhibit "B", subject to any rights held by the Bonneville Power Administration and any encumbrances of record and subject to the terms and conditions stated herein.

## IV.

### TERM

The initial term of this lease shall run until December 10, 2026. In the event that Harmony Sports develops three (3) full-size (70 yards by 120 yards) synthetic turf soccer fields with lighting and fencing within the initial term of this lease, then the term of the

lease shall be extended to June 1, 2042 without any further action of the parties being necessary.

V.

**NON-PROFIT STATUS**

Harmony Sports' rights to possess and use the Property shall be subject to maintaining its non-profit corporation status, proof of which shall be supplied to the County upon request.

VI.

**CONSIDERATION**

The consideration for entering into this lease is Harmony Sports covenant to improve and maintain the Property for sports and recreational activities and general public access, as described in this lease.

VII.

**RIGHT OF POSSESSION**

Harmony Sports shall have the exclusive right to use and possess those portions of the Property that are being used during scheduled games or practices for sports activities or are undergoing maintenance. It is expressly agreed and understood that during those times not specifically scheduled for games or practices by Harmony Sports, or parties using the facilities with the permission of Harmony Sports, or undergoing maintenance, the fields and facilities shall be open and available for use by the County and the general public; provided that the synthetic turf fields will not be open to public use without Harmony Sports' permission.

Harmony Sports' continuing right of possession shall be conditioned on its maintaining its non-profit status and using the Property for sports activities and to Harmony Sports and its member organizations continuing to be open to members of the public which reside within Harmony Sports' and member organization's districts and comply with Harmony Sports' regulations for participation. Upon request, Harmony Sports shall provide the County with documentation showing the past and scheduled use of the Property.

The parties agree that Harmony Sports may charge a reasonable fee to other organizations for the use of the sport facilities, to help defray the cost of development and maintenance. Also, Harmony Sports has the right to concession sales with the athletic field complex. The charges shall be in accordance with all applicable provisions of the Clark County Code, including, but not limited to Section 9.04.140, and City of Vancouver code.

The parties agree that Harmony Sports can control its on-site vehicular traffic and parking, as permitted under county and city ordinances.

## VIII.

### HARMONY SPORTS DUTIES

#### A. Improvement and Development.

Harmony Sports shall improve and develop the Property to a condition that is suitable for baseball, soccer, softball and other sports activities, during their respective seasons. Harmony Sports shall construct or supervise the construction of all playing fields and all associated facilities. Harmony Sports shall be responsible for cleaning up in a prompt and timely manner all construction materials resulting from its development

and improvements. Harmony Sports will be responsible for obtaining all permits and paying all fees related to the construction and development of the Property, except as provided in Article X of this Lease. Harmony Sports shall not install any sign upon the Property without obtaining prior approval from the County and applicable permits from the City.

Harmony shall consult and obtain the County's approval prior to developing or improving the Property. Undertaking any improvement or development without prior County approval shall result in the termination of this lease. Harmony shall be solely responsible for obtaining necessary permits for proposed improvements.

The County shall have the right, at its expense, to relocate the gate at the entry to the Property in order to provide additional public parking to the east of the gate. The relocation of the gate shall be accomplished so as to not allow access to the existing parking lots when the gate is closed. The relocation of the gate shall be undertaken in a manner that prevents vehicle traffic from entering the Property beyond (to the west of) the gate.

**B. Alcoholic Beverages.**

Harmony Sports agrees that it will not allow alcoholic beverages to be sold, furnished or possessed on the Property.

**C. Waste.**

Harmony Sports shall not cut down any trees, burn any materials or commit any waste upon the Property, unless as authorized in writing by the County, and unless appropriate permits are obtained. Harmony Sports will not authorize or encourage overnight camping on the Property.

**D. Utilities.**

Harmony Sports shall provide all utilities required for the operation of the sports facilities, including water, sewer and electrical power. In all cases, the monthly service charges for such utilities shall be the responsibility of Harmony Sports.

The County owns and maintains a water well on the Property. Although Harmony Sports is responsible for the provision of utilities that it uses, the County is willing to provide water from its water well on a revocable basis. The water well system is made up of the well and a series of four (4) pressure tanks located in a well house and a ground vault located outside of the well house. There is a main water line that has a backflow device and a distribution system of piping for the irrigation system, concession stand and restrooms. The County will maintain the wellhead, pump system and pressure tanks and related piping up to and including the backflow device. Harmony Sports will be responsible for the maintenance of the system past the point of the backflow device. The County makes no warranties as to the quality or quantity of the well water. The County will provide Harmony Sports with six months' notice of any intention to discontinue its maintenance and operation of the water well and associated facilities and will allow Harmony Sports the option of assuming ownership and maintenance of the above describe functioning water well system without any expense to Harmony Sports.

**E. Maintenance.**

Harmony Sports shall, at all times and at its expense, keep the Property and associated facilities in a neat, clean, safe and sanitary condition. Harmony Sports shall provide all turf care, which shall include mowing, fertilizing, irrigating, aerating, as well

as weed, rodent and insect control. The County shall have no responsibility for acts of vandalism or damage by third parties.

**F. Board Meeting.**

Harmony Sports will provide Clark County with prior notification of the time and place of all of its board meetings.

**IX.**

**COUNTY DUTIES**

**A. Management.**

This lease and the County's obligations pursuant to it shall be managed by the Clark County Department of Public Works.

**B. Development Review.**

Clark County shall participate with Harmony Sports in the review of any proposed improvement or development of the Property. Clark County shall provide such review and approval or disapproval of plans for improvements or development within thirty (30) days of receipt of the plans. Harmony shall be solely responsible for obtaining necessary permits for any proposed improvements.

**C. Mining.**

In the event that Clark County contemplates mining the Property and adjoining properties, the County shall give primary consideration to allowing sports field facilities as part of the proposed reclamation plan.

Harmony Sports, future member organizations and their board members agree to support the County in all efforts that the County might undertake to mine and reclaim additional areas within Section 30.

X.

**RELOCATION OF TENANT**

Clark County shall have the right to terminate Harmony Sports' right to possess the Property upon providing to Harmony Sports comparable replacement fields and facilities within the Harmony Sports district boundaries or within one (1) mile of such boundaries or at such other mutually agreeable locations on a 1:1 ratio prior to the effective date of the termination. Provided, the replacement fields and facilities must be approved by a majority vote of the Harmony Sports Board of Directors, which approval shall not be unreasonably withheld.

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XI.

**COMPLIANCE WITH LAWS AND REGULATIONS**

Harmony Sports shall comply with all applicable rules and regulations of the County pertaining to the Property, which exists now or may hereafter be promulgated for the general health, safety and welfare of the County and the general public. Harmony Sports further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations. Harmony Sports shall have the obligation to make the facilities it develops comply with applicable Americans With Disabilities Act or Washington Law Against Discrimination regulations and the County shall have no liability to Harmony Sports therefore.

XII.

**LIABILITY**

A. Indemnification.

Harmony Sports shall exercise its privileges hereunder at its own risk and irrespective of any negligence of the County. Harmony Sports shall indemnify the County against all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with the development, occupation or condition of the Property or use of the Property by Harmony Sports, or invitees, guests or trespassers of the Property or any improvements thereon.

**B. Insurance.**

Harmony Sports shall obtain comprehensive commercial general liability insurance against claims for bodily injury of persons and damage to or destruction of property occurring on or about the Property or in any way relating to or arising out of Harmony Sports' use or occupancy of the Property or improvements of the Property with minimum combined single limits of \$1,000,000. The County shall be named as an additional insured and such insurance shall require the insurance company to provide Clark County with any notice of cancellation or termination of the policy. Harmony Sports shall notify the County of any change of coverage at renewal time of any policy. Harmony Sports shall provide the County with certificates establishing that the requirements of this section have been met as a condition to Harmony Sports' right to possess the Property under this lease agreement.

**XIII.**

**ASSIGNMENT OR SUBLEASE**

Harmony Sports shall not assign or transfer this lease or any interest herein, nor sublet the whole or any part of the Property, nor shall this lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding by any

court or otherwise without first obtaining the prior written consent of the County, which consent shall not be unreasonably withheld. The County may assign its interests as it deems appropriate.

**XIV.**

**LIENS AND ENCUMBRANCES**

Harmony Sports shall keep the Property free and clear from any liens or encumbrances arising or growing out of the use, occupancy, improvement or maintenance of the Property. At the County's request, Harmony Sports shall furnish to the County written proof of payment of any item which would or might constitute the basis for a lien or encumbrance if not paid.

**XV.**

**RECORDS**

Harmony Sports will meet with Clark County Department of Public Works twice yearly to review Harmony Sports' plans for the development and use of the Property and the progress and achieving said plans.

Each party grants the other full access to its records and plans during reasonable hours, to the extent that such access is needed for any phase of planning, operations or review of this agreement or any project carried out pursuant to this agreement.

**XVI.**

**DEFAULT AND TERMINATION**

If either party defaults in any of the duties or obligations required to be carried out by this lease agreement, as determined by an arbitrator, the non-defaulting party may

terminate this lease upon the giving of thirty (30) days' written notice to the defaulting party. Any notices shall be provided to the following addresses:

Clark County  
Department of Public Works  
PO Box 9810  
Vancouver WA 98668-9810

Harmony Sports Association  
P.O. Box 871373  
Vancouver WA 98687

#### XVII.

#### HOLDING OVER

If Harmony Sports, with the consent of the County, holds over after the expiration or sooner termination of this lease, the resulting tenancy shall be on a month-to-month basis, during which time, Harmony Sports shall continue to be bound by all the pertinent provisions of this lease agreement.

#### XVIII.

#### SURRENDER OF PREMISES

At the expiration or sooner termination of this lease, Harmony Sports shall promptly surrender possession of the Property. The County may direct Harmony Sports to remove any improvements or equipment at the termination or expiration of the Lease term and Harmony Sports shall do so at its expense. All alterations and improvements to the Property which the County does not direct Harmony Sports to remove shall be considered as part of the Property and shall be surrendered to the County upon expiration or sooner termination of this lease.

#### XIX.



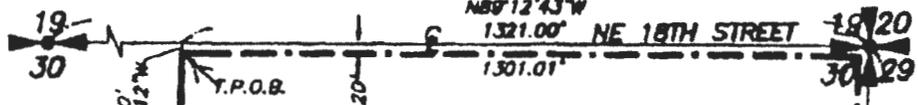


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**EXHIBIT A**

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DATE: 11/01/08  
DRAWING NAME: 06387L1.DWG



FRIBERG PROPERTIES LLC  
TAX LOT 31  
APN #176381000

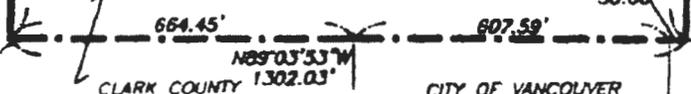
CITY OF VANCOUVER  
TAX LOT 4,8&24  
APN #176367000  
AFN #3381243

CLARK COUNTY  
TAX LOT 21  
APN #178384000  
AFN G195708



NE 192 AVENUE  
868.14'  
501'39\"/>

1913.61'  
501'41\"/>



CLARK COUNTY  
TAX LOT 21  
APN #178384000  
AFN G195708

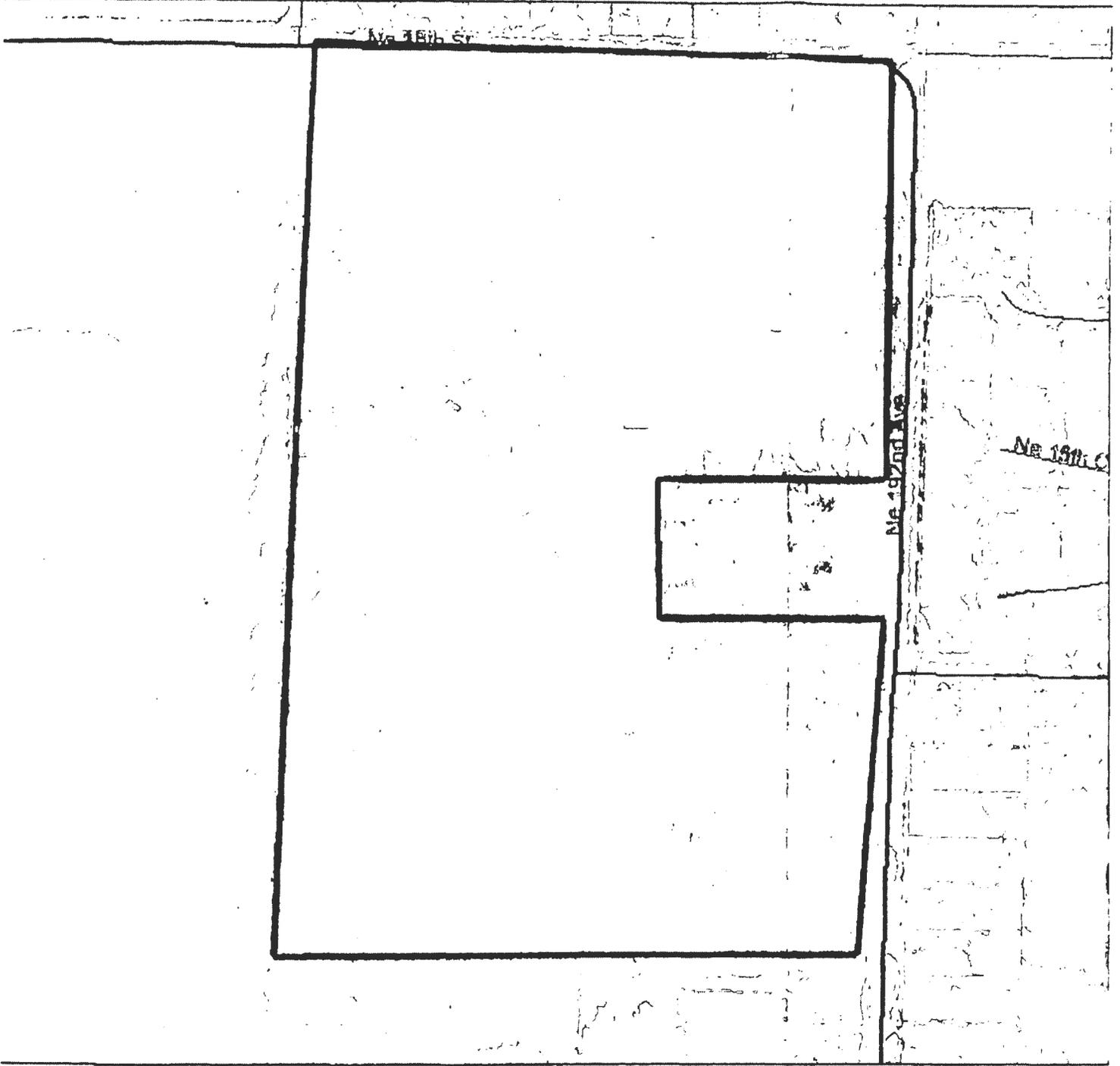
CITY OF VANCOUVER  
TAX LOT 4,8&24  
APN #176367000  
AFN #3381243

PREPARED BY:  
MINISTER AND GLAESER  
SURVEYING INC.  
2200 EAST EVERGREEN BLVD  
VANCOUVER, WA 98681  
360-894-3313



1"=300'

# ernet Mapping Framework



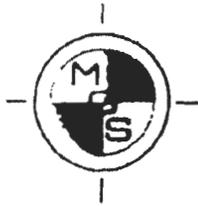
650 975 ft.

"Maps Online" website Clark County does not  
s of any information on this map, and shall not be  
formation.

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**EXHIBIT B**

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**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

11/01/04



A parcel of land in a portion of the East Half of the Northeast Quarter of Section 30, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter of Section 30;

Thence North 89°12'43" West, along the North line of said Northeast Quarter for a distance of 1321.00 feet to the Northwest corner of said East Half;

Thence leaving said North line, South 01°41'12" West, along the West line of said East Half, for a distance of 20.00 feet to the North right of way line of N.E. 18<sup>th</sup> Street, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving said right of way line, South 01°41'12" West, along the West line of said East Half, for a distance of 1913.61 feet to a point where the extension of the North line of the City of Vancouver Parcel as described in Auditors File Number 3381243, records of said county, intersects the West line of said East Half;

Thence South 89°03'53" East, along the extension of said North line, for a distance of 664.45 feet to the Northwest corner of said City of Vancouver Parcel;

Thence South 89°03'53" East, along North line of said City of Vancouver Parcel, for a distance of 607.59 feet to the Northeast thereof;

Thence leaving said North line, South 89°03'53" East, for a distance of 30.00 feet to the West right of way line of N.E. 192<sup>nd</sup> Avenue;



Thence North  $01^{\circ}39'16''$  East, along said West right of way line, for a distance of 724.84 feet;

Thence leaving said West right of way line, North  $89^{\circ}12'34''$  West, for a distance of 465.03 feet;

Thence North  $01^{\circ}39'16''$  East, parallel with the East line of the Northeast Quarter of said Section 30, for a distance of 322.96 feet;

Thence South  $89^{\circ}12'34''$  East, for a distance of 465.03 feet; to the West right of way line of said N.E. 192<sup>nd</sup> Avenue;

Thence North  $01^{\circ}39'16''$  East, for a distance of 869.14 feet to the South right of way line of said N.E. 18<sup>th</sup> Street;

Thence North  $89^{\circ}12'43''$  West, along said South right of way line, for a distance of 1301.01 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING: 53.77 acres of land, more or less.**

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

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