

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 1950, by and between THE CITY OF PORTLAND, OREGON, herein- after referred to as The City and the AMERICAN RHODODENDRON SOCIETY, a non-profit educational Oregon corporation, hereinafter referred to as the Society.

W I T N E S S E T H:

WHEREAS The City is the owner and in possession of Crystal Springs Lake Island located within Eastmoreland Park property and maintains the same as part of the park system under the direction and supervision of the Bureau of Parks, and

WHEREAS the said Crystal Springs Lake Island is not presently devoted to the furtherance of any particular public recreational program, and

WHEREAS the Society desires the privilege of using said Island as a test garden for the propagation and display of rhododendrons, azaleas and other plants of the Heath family and has made application to the City for such privilege, and

WHEREAS the Council of the City of Portland has considered the application of the Society for the privilege aforesaid and has approved and authorized the same by Ordinance No. _____, the granting of said privilege being made subject thereby to the terms and conditions and within the limitations as in this agreement herein- after set forth; now therefore,

IN CONSIDERATION of the mutual promises of the parties hereto, it is hereby agreed by and between the City and the Society as follows:

I.

The City of Portland hereby grants to the Society the privilege of using Crystal Springs Lake Island as a test garden for the propagation of rhododendrons, azaleas and other plants of the Heath family, said location to be hereinafter known as Rhododendron Test Garden, which said garden shall be open to the public generally during such

hours of the day as may be designated by the Superintendent of Parks. No admission charges shall be made except in the manner as hereinafter provided.

II.

The Society shall erect, at no cost to the City, a galvanized steel woven-wire fence protecting said test garden. Said fence shall be erected so as to prevent entry onto said Island from any point except through a suitable gate at the roadway connecting said Island with the main land. Said gate shall be securely locked at all times before and after such public visitation hours as may be designated by the Superintendent of Parks. Keys to such gate, other than those in the possession of the Superintendent of Parks or his duly authorized agents, shall be held only by duly accredited representatives of the Society and a roster of such persons shall be submitted to the Superintendent of Parks who shall be immediately notified of any additions or deletions thereto.

III.

The design, layout and construction of the said test garden, including footpaths and roads, if any be necessary, as well as the setting of any or all plants, removal of trees and shrubs, if necessary, shall be done by the Society under the supervision of the Bureau of Parks. The cost of any and all of the improvements hereinabove mentioned or incidental thereto shall be borne solely by the Society and shall be done at no expense whatsoever to the City.

IV.

Subject to the control and approval of the Superintendent of Parks, the Society at its own expense may erect upon said Island such small buildings as may be found necessary for the storage of equipment, tools and supplies in the construction and maintenance of said Rhododendron Test Garden as well as weather shelters for the protection of visitors.

V.

The City shall bear the entire expense of maintenance connected with said Rhododendron Test Garden including the furnishing of labor in tending the plants, water for irrigation and the system therefor and fertilizer, as needed.

VI.

The Society shall have the privilege of holding special plant shows from time to time; provided, however that no sale of plants may be made nor admissions charged at said special plant shows without prior approval and authorization therefor having first been had from the Council of the City of Portland, who shall, if such privilege be granted, designate the time of such show, the manner in which the same shall be conducted, and the charges, if any, to be made, as well as the disposition of the proceeds, if any, and the method of accounting therefor. Any and all expenses incurred in connection with the holding of any such approved and authorized show shall be borne solely by the Society.

VII.

The Society shall procure a policy or policies of public liability and property damage insurance in such amounts as may be specified by the Superintendent of Parks, which said insurance shall cover the Society's risk in connection with the construction, operation and maintenance of said Rhododendron Test Garden and which said insurance shall further name, as additional insureds, the City of Portland, its officers, agents and employes without prejudice to the coverage otherwise afforded under said policies.

VIII.

It is understood and agreed by and between the City and the Society that nothing in this agreement contained shall grant or be deemed to grant to the Society any interest in said park property other than the privilege to use the same in the manner, for the purpose and under the conditions and within the limitations hereinbefore set forth and the privilege herein granted may at any time be terminated by the Council of the City of Portland upon due and timely notice given to the Society in the event that public recreational requirements dictate the necessity for devoting said Island to other public park uses. It is further understood and agreed that the privilege herein granted may at any time be terminated by the Council of the City of Portland for cause; provided that in the event of a dissolution and winding up of the affairs of said Society at a time when the privilege herein granted is in effect, said dissolution and winding up shall

automatically cancel said privilege of use and act as a revocation of the same, and in that event all improvements made upon said test garden, including all plants, shall be and become the property of the City of Portland forever. Provided further, that should the privilege of use hereby granted be revoked at any time by action of the Council of the City of Portland upon any of the grounds as in this paragraph hereinbefore specified, then and in that event said Society agrees and covenants that said Society shall restore the premises to as good condition as the same exists at the time of the granting of the revocable privilege of use herein and the Society in such event may remove such rhododendrons, azaleas and other plants of the Heath family as they desire, save and except such plants as may have been, during the life of the privilege of use herein granted, donated and dedicated to the City of Portland by any person or persons, and all other plants and improvements shall be and become the property of the City of Portland.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate this _____ day of _____, 1950, the City acting by and through its Mayor and its Commissioner of Finance, pursuant to Ordinance No. _____, and the Society acting by and through its president.

THE CITY OF PORTLAND

By _____
Mayor

By _____
Commissioner of Finance

AMERICAN RHODODENDRON SOCIETY

By _____
President

Approved as to form:

City Attorney

ORDINANCE No.91847

An Ordinance authorizing the granting of a revocable privilege of use of Crystal Springs Lake Island as a test garden for the propagation and display of rhododendrons, azaleas and other plants of the Heath family, by the American Rhododendron Society, subject to certain conditions, providing for certain permanent improvements, care, maintenance and expense, providing for charges under certain conditions, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that presently Crystal Springs Lake Island is not put to any use other than for general park purposes; that the said Crystal Springs Lake Island is suitable for the propagation and raising of plants and flowers; that the use of said island in a program of propagation and display of rhododendrons and azaleas would be to the public interest and benefit and an improvement of the said Island; that the American Rhododendron Society, an educational non-profit Oregon corporation, comprised of amateur rhododendron and azalea plant fanciers, by and through its president, Mr. C.I. Sersanous, a resident of Portland, through the Superintendent of Parks and the Commissioner of Finance, has made application for the privilege of using said Island as a test garden for propagating rhododendron and azalea plants, developing new varieties thereof, displaying the same to the general public in an effort to increase public interest in the raising of said plants, and from time to time holding, at such place, rhododendron and azalea shows at which individuals may display plants raised locally or elsewhere; that the said Superintendent of Parks and Commissioner of Finance have examined and approved said application; the Council further finds that such privilege should be granted to the American Rhododendron Society, through its president, C.I. Sersanous, upon the terms and conditions and within the limitations set forth in the form of revocable privilege agreement, said agreement being marked Exhibit "A" and attached hereto and by reference made a part hereof as though fully set forth herein, which said agreement shall be executed in triplicate by the said American Rhododendron Society, by and through its president, C.I. Sersanous, and the City of Portland, by and through its Mayor and its Commissioner of Finance, and as so executed filed with the Auditor of the City of Portland; now, therefore, the

ORDINANCE No. 91847

revocable privilege of using Crystal Springs Lake Island as a test garden for the propagation and display of rhododendron and azalea plants hereby is granted to the American Rhododendron Society, an educational non-profit Oregon corporation, by and through its president, C.I. Sersanous, upon the terms and conditions, and within the limitations set forth in the form of agreement marked Exhibit "A" attached hereto and by reference made a part hereof as though fully set forth herein, the same to be executed in triplicate by the said American Rhododendron Society, by and through its president, C.I. Sersanous, and the City of Portland, by and through its Mayor and Commissioner of Finance, and as so executed, filed with the Auditor of the City of Portland as a condition precedent to the privilege granted herein.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that there may be no loss of time during the present planting season; therefore an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

JUN 15 1950

Harley M. Cullough
Mayor of the City of Portland
Will Gibson

Attest:

Auditor of the City of Portland

By

Bob Brummeier

CHIEF CLERK

ORDINANCE No. 91847

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:

	Yes	No
Bean	—	
Bowes	/	
Cooper	/	
Peterson	/	
Lee	/	

FOUR-FIFTHS CALENDAR

Bean	
Bowes	WAB
Cooper	KLC HAG
Peterson	PLP
Lee	DMCL WJV

Filed JUN 19 1950

Will Gibson
Auditor of the CITY OF PORTLAND

By R. S. IVEY
Deputy

INTRODUCED BY

Commissioner Bean

DRAWN BY

NCB:cm

Date

6/13/50

NOTED BY THE COMMISSIONER

Affairs

Finance Acting DMCL WJV

Safety

Utilities

Works

City Attorney AGB

NOTED FOR CITY AUDITOR

ISI

APPROVED

Date

By

Chief Civil Engineer

Date

By

City Engineer