



City of Rialto California

City Clerk's
Waste Mgmt

RECEIVED

OCT 29 1997

CITY ADMINISTRATOR

September 15, 1997

Pastor John Scharleman
President Andrew Holm
Grace Evangelical Lutheran Church
539 N. Acacia
Rialto, CA 92376

RE: COMMUNITY GARDEN USE AGREEMENT

Gentlemen:

Thank you for agreeing to donate the undeveloped back portion of your property, located at 539 N. Acacia for the use of a Community Garden Program to be sponsored by the City of Rialto.

The garden will be an educational component of the city's environmental education program as well as provide an opportunity for low-income citizens to enhance their food supply. It will provide a social opportunity for singles, seniors and other local residents. Schools will be encouraged to develop classroom gardens.

The city intends to develop the area with a water system and defined garden plots. A committee of city staff, church members and other interested participants will develop guidelines for plot usage and garden management. City staff will administer this program and pay for all necessary costs.

The city's use of the property will commence as soon as this agreement is signed and will continue indefinitely for up to a minimum of 5 years, at which time the church may agree to a new time frame or cancel usage. The city may end sponsorship at any time.

At the conclusion of the city's use of the property, any fixed assets or structures installed by the city may be removed. These may include fencing, tool sheds, or similar improvements which enhanced the city's ability to conduct the community garden project. Any improvements which remain, as designated by the city, will become the property of the church.

The city agrees to hold the church, its officials, members and employees harmless against all liability, claims, losses, demands or actions for injury to or death of person or damage to property arising out of or in consequence to this agreement, provided such liability, claims, demands, losses or actions are due to the acts or omissions of the city, its officers, agents or employees in the performance of this agreement.

The church agrees to hold the city, its officials, staff and volunteers harmless against all liability, claims, losses, demands or actions for injury to or death person or damage to property arising out of or in consequence to this agreement, provided such liability, claims, demands, losses or actions are due to the act or omissions of the church, its officers, agents or employees in the performance of this agreement.

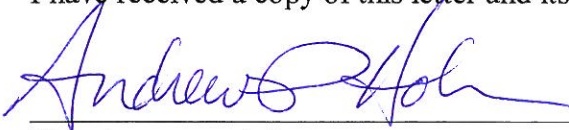
The city would like to thank you again for your generosity and concern for the community and hopes that you will be pleased with program results.

Sincerely,



Joseph Guzzetta
City Administrator

I have received a copy of this letter and its terms are acceptable to the Grace Lutheran Church.



Church representative

10/26/97

Date

ANDREW P. HOLM

(Print name here)