

East County Park and Recreation District COOPERATIVE USE AGREEMENT

Section 1: Premises

Parties: This Cooperative Use Agreement ("Agreement") is made by and between two parties ("Parties"): the East County Park and Recreation District ("ECPRD"), a local junior taxing district of Snohomish County; and Maltby Pony Baseball ("MPB")

Space and Structures Covered by this Agreement: This Agreement is for the use of field space located at Maltby Community Park ("Facility"), located at 20322 Broadway, Snohomish, WA 98296, which is owned and operated by ECPRD. The portion of Maltby Community Park for which MPB will have priority use consists of three baseball/soccer fields and associated baseball structures consisting of dugouts, permanent wire fencing, seating bleachers, baseball scorer's booths adjacent to baseball fields, and batting practice and pitching areas near the fields. The fields are referred to as the North, South and West Fields; the North and West Fields, which are adjacent to each other, also comprise the Soccer Fields. All Maltby Park facilities and property not explicitly cited in this paragraph may be used by MPB, but MPB does not have priority use to these areas and structures.

Ownership: Real property, buildings, improvements, restorations, plants, trees, shrubs, and all permanent fixtures are or shall become the sole property of the ECPRD.

Section 2: Duration of Agreement

Effective Date: This Agreement shall become effective on the first day of the next month following the signature by two designated and approved representatives from each of the Parties approving and executing this Agreement.

Initial Term: The initial term of this Agreement is considered a pilot program. It enables the parties to try an extended arrangement and evaluate if it works to each party's satisfaction. The first term of the Agreement shall be seven (7) years commencing upon the "Effective Date", as identified above.

Extended Term: the ECPRD and MPB shall have the option of extending the Agreement, and any amendments mutually agreed to by the parties, for an additional period up to eight (8) years, if mutually acceptable at the end of the Initial Term. The exercise of this option shall be accomplished not later than 180 days prior to termination of the initial term. All extensions of the Agreement shall be in writing executed by both parties.


If the parties fail to mutually extend this Agreement as set forth in "Extended Term", and neither party has terminated the Agreement, the current Agreement or such other terms as the parties have agreed in writing, shall be renewed automatically for one-year periods thereafter unless terminated by either party in the manner provided in this Agreement.

Section 3: Scheduling of Maltby Community Park Facilities

Annual Usage Priority Period: MPB will have Priority Use of the baseball fields and the associated structures as identified in Section 1 (above) of this Agreement from March 1 of each year through July 15th of each year for the duration of this Agreement. This annual usage period may also be referred to as the "Baseball Season".

Annual Schedule: Priority Use for the dates outlined above will be from 2 p.m. to 10 p.m. weekdays, and 7:30 a.m. through 10 p.m. on weekends, excluding the 4th of July.

Priority Use: "Priority Use" means that for the dates and times identified above in this section, MPB has reserved and paid for the portions of the Facility identified "Space and Structures" above. Any other

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individual or group wishing to use these spaces at the times must have prior approval of both MPB and ECPRD.

Scheduled Usage Notification: Because weekend use is a priority for the general public, MPB will provide ECPRD, in advance of the first day of each year's Baseball season, a list of scheduled usage for Saturdays and Sundays during the baseball season, so that ECPRD can respond in a timely fashion to requests from other groups and individuals for field usage.

Priority Use Time Used by Others: Fees for other users of MPB's Priority Use will be set by the ECPRD. Usage fees paid by others than MPB for use of facilities / time where MPB has Priority Use will be owing to, and collected by, ECPRD. Any fees collected by ECPRD, up to the identical amount as would have been charged to MPB, will be deducted from the amount owed by MPB to the ECPRD during that calendar year.

Park Opening and Closing: Maltby Community Park is open during the times identified on the Park Policies and Regulations, Addendum 1. Because the Facilities are opened and closed by ECPRD, any known or anticipated need by MBP for opening or closure different from the listed opening and closing must be communicated a minimum of 72 hours in advance to ECPRD by MPB.

Section 4: Use of Maltby Community Park Facilities

Park Policies and Regulations: MPB agrees to abide by the Facility Policies and Regulations, notify its members where the rules are posted at the Facility, and make available Facility Policies and Regulations to MPB members electronically or in print before the start of any year's Baseball Season.. The current Policies and Regulations are attached to this Agreement as Addendum 1. If these policies and regulations are changed by ECPRD during the term of this Agreement, ECPRD will notify MBP of the changes in a timely fashion, and the changes will replace the prior Policies and Regulations associated with this Agreement.

Use of Facility: MPB shall maintain and conduct athletic/recreational services with a focus on youth baseball. MPB will not use the premises for any other business or purpose without prior written consent of ECPRD. ECPRD shall not reasonably withhold consent to do so.

Outside Field Reservations: MPB agrees to direct to ECPRD all outside reservation inquiries for field use that would take place, in part or in total, during MPB's Priority Use period. Subletting of fields by MPB is prohibited.

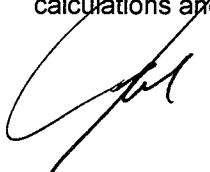
Unlawful Use: MPB shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or Federal law, ordinance or rule that includes in its purview the premises.

Adult Supervision: Adults associated with MPB will be on premise supervising facility use, enforcing regulations and ensuring participant safety during all times of MPB Priority Use periods with MPB-sponsored activities.

League Play Supervision: Adult supervisors of any league play, tournament play, or other general users of District facilities will remain with their group during usage and will be responsible to ECPRD for observance of all rules.

Section 5: Fees and Charges

Annual Rent: For the calendar year beginning January 1, 2013 the annual rent payable by MPB to ECPRD for Priority Use of the Premises during Baseball Season will \$35,096. Each year after of this Agreement after 2013, this fee will increase by the forecasted Consumer Price Index as published by either the Washington State Economic and Revenue Forecast Council or U.S. Bureau of labor Statistics not later than November of the preceding year, plus .7% Addendum 2 contains examples of the calculations and source data.

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Rental Payments: Payments will be due on the first business day of February, April, June and August of each year in the following respective portions of the annual total Rent: 30%, 20%, 30% and 20%. Rental payments are due and payable irrespective of whether or not ECPRD sends invoices, except for the last annual payment, which may include adjustments.

Late Payments: All payments due ECPRD from MPB on this Agreement are subject to a 5% per month late fee on unpaid balances for payments 10 or more days past due.

Rental Fees from Other Users: Field fees collected from outside users during the MPB's priority use dates and times, as defined above, will be deducted from the final Rental payment due from MPB to ECPRD during that calendar year.

Maintenance and Operations Levy: The ECPRD agrees that if a Maintenance and Operations levy is passed by the ECPRD during the Initial Term, then the annual amount of fees to MPB will be reduced. This reduction will be 30% of the total annual rent as defined above ("Fees and Charges"), and will commence the first baseball season after the first M&O payment is received.

Section 6: Utilities

Electricity: the ECPRD provides electrical power to the picnic shelter and the restrooms; MPB is not charged for use of this power.

Lighting: Costs of electrical power for field lighting during the baseball season will be charged to MPB at actual cost, based on bills received by the ECPRD from the PUD. Lighting bills will be sent as a separate invoice to MPB as they are received by ECPRD. MPB will be charged an annual \$50 administrative fee, added to the first lighting bill, to cover the costs of identifying partial bills where other organizations or time periods are involved with an MPB bill.

Lighting Times: In consideration of neighboring residents, lighting curfews are 10:00 p.m. Sunday through Thursday, and 10:30 p.m. Friday and Saturday. Lights must be shut off by these times without exception.


Lighting Maintenance: Both parties agree that the current lighting maintenance Agreement terminates in 2015, and that ongoing maintenance of the lighting after that time is not part of this Agreement.

Section 7: Vendors

Outside Vendor Agreements: All organizations and individuals who sell, offer for sale, offer for a suggested donation, or distribute any goods or services from a physical site located on ECPRD property, must sign a Vendor Agreement. A copy of the signed Vendor Agreement must be provided to ECPRD prior to the Vendor commencing activity at the Premises. A draft of this Agreement is included on Addendum 4.

Vendors during MPB Priority Period: MPB may secure food concession vendors for the baseball season, providing that any such vendor sign an Outside Vendor Agreement. MPB may also sell "Maltby Pony Baseball" branded items, branded with the MPB logo, with MPB being the "vendor". MPB will pay ECPRD \$750 per season for all vendors it secures for that season, as long as such vendors are in compliance with this Agreement. ECPRD may also secure vendors for the baseball season as long as these vendors do not offer identical products for sale at the Facilities.

Local Business Support: For the purposes of increasing collaboration between local businesses and the ECPRD, the ECPRD reserves to itself the right to develop vendor and partner relationships, exclusive of MPB signage sponsorships, with any retail or wholesales businesses within 2 miles of Maltby Community Park.

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Section 8: Advertising, Sales and Signage

Signs: MPB will not erect, place, or permit to be erected or placed, any signs, lettering or other visual matter of any kind or nature on the fences, building walls, windows, or other structures of the Facility, without prior ECPRD written consent. MPB agrees to place any activity-related signage on or in signs specifically erected by the park for purposes of notifying the using public.

Advertising: No permanent advertising will be allowed under this Agreement unless agreed to by both parties in advance. Temporary seasonal sponsor signs may be placed by MPB during the "Baseball Season". A \$25/sign per Baseball Season fee will be charged for up to 10 seasonal sponsorship signs placed by MPB; there will be no fee for any additional seasonal Sponsor signs for that Baseball Season.

Unacceptable Advertising: MPB shall not advertise, sell, or permit the selling or advertising of alcoholic or tobacco products of any kind. MPB also will not sell, promote or permit sold any products or services which are illegal, or which require an individual to be over 18 to purchase and/or use.

Section 9: Conditions of Premises

Acceptance of Premises: MPB acknowledges it has examined the premises, is in all respects familiar with the Premises and improvements thereon, and accepts them in their present condition. MPB further acknowledges that except for representations and warranties expressly set forth herein, ECPRD has made no representations and warranties to MPB with respect to the Premises, and that ECPRD has no obligation to perform any work or install any improvements on the Premises.

Section 10: Maintenance of Premises

ECPRD Maintenance: ECPRD's right to make repairs to the facility notwithstanding, the parties acknowledge that ECPRD has no obligation under this Agreement to perform any maintenance, or repairs to the facility, during the term of this Agreement, except as identified in this section. Should ECPRD elect to perform any maintenance on, or repairs to, the facility, there shall be no abatement or reduction of rent arising by reason of ECPRD's making of repairs, alterations or improvements, unless agreed to in writing in advance by both parties.

ECPRD Park Maintenance: The ECPRD will maintain the Park in acceptable condition for Public Use consistent with the funds, personnel and time available. These include:

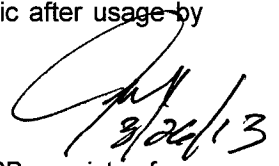
1. Restrooms will be regularly inspected, cleaned and stocked, and remain in functioning condition during the time used by MPB.
2. Restroom repairs and maintenance will be made in a timely fashion.
3. Park rules will be posted in highly-visible areas, updated when changed, and enforced as ECPRD resources allow.

Field Preparation: MPB is responsible for preparation of baseball field space for their use, which includes but is not limited to field lining, dragging fields, provision of bases, leveling around home plate, defining batter's boxes, and infield watering; as well as movement of any structures (e.g., outfield fencing) on to and off of the fields.

Field Cleanup: Trash and garbage cleanup of the fields is the responsibility of the party using the Facility. The using party shall ensure that fields, including areas not within the playing fields, are left clean after use. If the Facility is not left in a clean condition suitable for use by the general public after usage by MPB, the ECPRD may accomplish the cleaning and charge MPB.

Section 11: Equipment and Structure Storage

MPB Use of ECPRD Equipment: Equipment owned by ECPRD that will be used by MPB consists of two portable backstops, temporary outfield fencing, and bases and pitcher's mounds for the baseball diamonds. These items may be stored at the facility at a location convenient for MPB that is approved by the ECPRD. Lost and/or damaged equipment is the responsibility of MPB.



MPB Baseball Equipment Storage: MPB may use the 2-story scorer's booths and/or the white storage shed near the residential house on the facility for storage. All MPB equipment, materials and gear, shall be removed from the facility within 30 days of expiration of the Initial Term unless agreed to in writing, in advance, by both parties. .

MPB Field Maintenance Equipment Storage: MPB may use the white storage shed, attached to the park residence garage at the Facility, to park their field maintenance equipment and store field maintenance supplies, as long as this storage does not interfere with use by other User Groups or the ECPRD.

Portable Field Structures: Maintenance and safety of portable baseball field structures, including outfield fencing, shall be the responsibility of MPB. . The location of such storage may be within the facility, must be approved by the ECPRD, but may not be on any fields, parking or play areas. .

Rail Car Storage: The railroad car currently located on ECPRD property, and used by MPB for storage, will be removed and/or sold by the ECPRD prior to February 15, 2014.

Section 12: Environmental Safety

Pesticides: Without prior consent of ECPRD, MPB will not use pesticides or herbicides on the facility, and any approved use will be consistent with ECPRD policy.

Hazardous Materials: MPB shall not store, use, sell, release, generate or dispose of any Hazardous materials in, on or about the Premises without the prior written consent of the ECPRD.

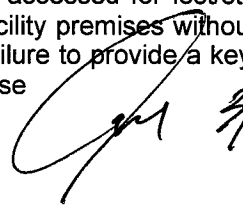
Hazardous Materials Defined: For this Agreement, "hazardous materials" shall mean any matter (whether gaseous, liquid or solid) which is or may be harmful to persons, plants or property, and which is regulated under any applicable laws pertaining to health, industrial hygiene, or the environment, including, without limitations, any asbestos and/or asbestos-containing materials. "Hazardous Materials" shall not include any ordinary cleaning and maintenance products which are used with due care and in compliance with applicable laws of the manufacturer of such products in the reasonable and prudent conduct of MPB's use of the Premises.

Section 13: Security and Handling Emergencies

Security: Security, parking control and crowd control are the responsibilities of the user of the facility. MPB assumes full responsibility for the persons involved in the conduct of MPB activity or who are on the property at the invitation of, with the consent of, or as a result of MPB activities. Such responsibility also includes costs of repair or replacement for property damaged or destroyed by the acts or omissions of their agents or invitees. MPB agrees to not remove any security devices placed on park facilities or equipment by ECPRD without prior approval of ECPRD.

Visual Security: MPB is aware that ECPRD does not currently have cameras or personnel dedicated to full-time security, and that MPB is responsible for all security and safety of any participants in MPB-sponsored activities held at the Facility during Baseball Season.

Keys and Locks: MPB may be provided seasonal use of keys to areas of the facility, by the ECPRD. Keys are non-duplicable, and MPB agrees not to have, or cause to have, any duplicate keys to the facility made. Seasonal use keys are to be returned to ECPRD within two weeks of the end of each baseball season. A fee to cover the cost of re-keying the facility will be assessed for lost/stolen/missing keys. MPB may not place any locks on any property located on the Facility premises without prior approval of the ECPRD and, if requested, providing a key to the ECPRD. Failure to provide a key to such locks will result in unauthorized locks being removed at MPB risk and expense

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Gates: Park gates will be opened and closed by ECPRD personnel or contractors. Should MPB need to open earlier than Park hours, or close after official park hours, MPB will notify ECPRD in advance so that MPB can get keys for the front gates if these keys are not already in their possession.

Vehicle Access: MPB will assure ECPRD that all vehicles, other than approved landscaping and field preparation vehicles, are kept off all fields during Priority Usage periods.

Handling Emergencies: In the event of any Facility equipment or field problems, accidents, or violations of Policies and Regulations, an MPB member must inform either ECPRD or a member of MPB serving in a supervisory capacity, of such problems, within 24 hours of the time the issue is first identified.

Section 14: Insurance and Indemnity

Proof of Coverage: All organized users, including MPB, are required to provide proof of insurance coverage. This proof of coverage must be furnished prior to the use of the Facility and shall be for the duration of the period of use, including any pre- or post-season activities conducted for the benefit of MPB. Policy must show coverage against claims for injuries to persons or damage to property, which may arise from or in connection with the use of the Facility.

General Liability Insurance Covering Premises and Contractual Liability: ECPRD shall be named as an additional insured on MPB's General Liability Insurance policy. The General Liability Insurance shall be written with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence. The insurance policy shall contain, or be endorsed to contain, that MPB's insurance coverage shall be primary insurance as respect to the ECPRD. Any insurance, self-insurance, or insurance pool coverage maintained by the ECPRD shall be excess of MPB's insurance and shall not contribute with it. Insurance is to be placed with insurers having a current AM Best rating of not less than A:VII, or a risk pool with equivalent standing.

MPB shall defend, indemnify and hold harmless ECPRD, as well as ECPRD officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the facility, district equipment, or from any activity, work or thing done, permitted, or suffered by MPB in or about the facility, except to the extent such injury or damage as shall have been occasioned by the negligence of ECPRD.

Section 15: Improvements, Capital Improvements, & Renovations

Alterations: MPB shall not make alterations, additions or improvements to the facility costing more than \$500 in materials and time (including volunteer time at the rate of \$25/hour) without prior written approval by the ECPRD. All such alterations, additions and improvements shall be performed at MPB's sole cost and expense, including donated and in-kind equipment, materials and services. Such work will be performed in accordance with all applicable laws and ordinances, rules and regulations, and in a manner a) consistent with the plans and specifications submitted to and approved by ECPRD in writing and any conditions imposed by ECPRD, b) which includes acceptable insurance/bond coverage for ECPRD benefit, and c) which does not adversely affect the structural integrity of any existing structures.

Alteration Ownership: All such alterations, additions and improvements shall immediately become the property of ECPRD without any obligation on its part to pay therefor, and shall not be removed by MPB unless so directed by ECPRD in connection with their installation or prior to the termination of this Agreement.

Alteration Maintenance: Costs of maintaining any approved alterations, additions and/or improvements shall be mutually agreed to by both parties in advance, to maintain such areas in good condition during the period of this Agreement.

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Section 16: Agreement Administration

Representatives: Upon execution of this Agreement, each party will designate organizational representative as primary representative for this Agreement, and one organizational representative to be secondary representative for this Agreement. All designations will state the name of the representative, his/her title at the time of this execution, their physical mailing address, daytime phone, cell phone if any, and email. Should the designated representative change during the term of this Agreement, the party that changed its representative shall provide written or email notice to the other organizational representatives that states the date that the newly designated representative will be acting on behalf of that party. A current list of Board members of both parties is attached to this Agreement on Addendum 3. Each year, during the same month as the signing of this original Agreement, both parties will send updated Board lists to the other party.

Communication between Parties: MPB will provide ECPRD with current contact information for MPB representatives responsible for the following responsibilities: Billing for fees related to this Agreement; Scheduling; Security; and President/Chair. MPB agrees to notify ECPRD with updated information if or when these contacts or their contact information changes. One individual may be responsible for more than one of the areas.

Annual Meeting: Representatives of MPB and ECPRD will meet at least once each calendar year prior to March 15 to establish a usage calendar, review previous years' and the current year's rental payments and lighting fees, and to discuss desired alterations in this Agreement.

Notice: Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered during normal working hours (8 a.m. to 5 p.m.) to the party to whom such communication is directed, or 4 days after being sent by regular mail to the Notice Addresses noted below in this section, or 48 hours after being sent to the email addresses of both of the current the primary and secondary representatives.

Notification: Any written notice which is required or permitted for this Agreement, and any payment or other written communication, may be given or made by U.S. first-class mail or by personal delivery to the party which is the intended recipient at the address as follows: ECPRD / c/o Clayton Secretarial / 333 S. Lewis Street / Monroe, WA 98272-2320. Should any change in this address be needed, MPB will be notified a minimum of one month in advance.

Revisions to this Agreement. Revisions to this Agreement can be made if agreed to by both Parties and shall be added as an addendum to the original document.

Agreement Disputes: In the event of a disagreement regarding the terms of this Agreement, all parties agree to arbitration by a qualified arbitrator in the jurisdiction of the facility and to abide by the findings of that arbitration. Jurisdiction of this Agreement is Snohomish County, Washington. If the Parties cannot agree to an arbitrator, both Parties will engage the services of an attorney licensed to practice in the State of Washington, and the two attorneys will be directed to mutually agree on an arbitrator.

Termination: This Agreement may be terminated upon written mutual Agreement between the parties hereto. A mutual Agreement for termination of this Agreement will not be effective sooner than three months after a Termination Agreement has been executed between the parties.

Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without recourse to any principle of Conflicts of Laws. Venue in any lawsuit brought under this Agreement shall be in the Superior Court of Snohomish County, Washington.

Assignment: Neither party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party.

Severability: If any term or clause of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, but will continue in force.

Anti-Discrimination: MPB shall not discriminate against any employee or applicant for employment, or any person seeking the services of MPB under this Agreement, on the basis of race, color, religion, sexual orientation, sex, age, national origin, marital status, or sensory, mental or physical disability.

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Recycling: MPB and ECPRD will both, independently and/or collectively, take reasonable steps to prevent the unnecessary generation of refuse through choice and use of products.

Force majeure: ECPRD shall not be deemed in default hereof or liable for damages arising from its failure to perform its duties or its obligations if such is due to causes beyond its reasonable control, including but not limited to acts of God, acts of terrorism, acts of civil or military authorities, fire, floods, windstorm, earthquakes, civil commotion or disorder or war.

Headings: The headings and paragraph titles in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.

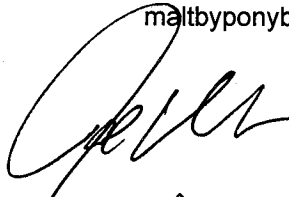
Gender: Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural, and the plural to the singular, and pronouns of certain genders will be deemed to include either or both of other genders.

Entire Agreement: The Agreement and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire Agreement of MPB and ECPRD. Any subsequent modification or amendment of this Agreement shall be binding upon MPB and ECPRD only if in writing and signed by approved representatives of both organizations.

Notice Addresses:

East County Park and Recreation District
C/O Clayton Secretarial Services
333 South Lewis Street
Monroe, WA 98272-2320
(360) 794-5912
claytonsecretarialplus@frontier.com

President
Maltby Pony Baseball
PO Box 2816
Woodinville, WA 98072
360-668-2112
maltbyponybaseball@gmail.com

 3/26/13
Joe Morgan
President Maltby Pony
Baseball
425-308-0363
kwjoe @live.com

ADDENDUM 1**ECPRD PLAYFIELD POLICY AND REGULATIONS**

Park Hours: April 1 – Sept 30: 7a.m. to 10 p.m. / Oct. 1 – March 31: 8a.m. – 6p.m.

Food, Beverages, Controlled Substances

- Alcoholic beverages, controlled substances, or glass containers are not permitted.
- Smoking is not permitted.
- Use, possession, or sale of any illegal substance is prohibited.
- Open flames are not permitted. Barbecuing or roasting is allowed in designated grills in the picnic shelter.

Vehicles

- Motorized vehicles, with the exception of turf maintenance equipment, must stay on paved parking lot and road areas.
- Bicycles or skateboards are allowed only in paved areas.
- Operation of RC aircraft and cars are prohibited

Environment

- Park users are required to place their refuse and rubbish in provided containers
- Rubbish, waste, or garbage from outside the Park may not be disposed of anywhere in the Park.
- Do not put into any body of water anything which could pollute, or block the flow of, the water.
- No person shall remove, destroy, or deface any natural feature, or man-made structure, vehicle, or other District property.
- Profane language, gambling, and other conduct disturbing other facility users is prohibited.

Animals

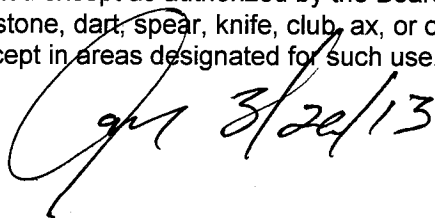
- Horses are not permitted in the Park.
- All dogs must be leashed. Owners are responsible for removal of their pet's animal waste.
- Dogs or other domestic animal may not run at large in any area of any District property

Signage, Sales,

- No political signs addressing an individual, organization or issue are permitted on or attached to any Park property, unless pre-approved by Commissioners and relating specifically to ECPRD property.
- Sale of merchandise or operation of concessions is allowed only by written permission of the ECPRD.
- No person shall solicit contributions for any purpose, whether public or private.
- No signs or signage of any kind may be used or placed within the Park without written approval of the Board of Commissioners.

Physical Facilities and Safety

- No person shall disturb, catch, injure or kill, throw anything of any kind at, or strike with any object, any animal on Park property.
- No person shall shoot, fire or explode any firearm, firecracker, fireworks, or explosive of any kind.
- Bows and arrows are not permitted except as authorized by the Board of Commissioners.
- No person shall throw any ball, stone, dart, spear, knife, club, ax, or other missile or play any sport involving a moving projectile except in areas designated for such use.

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ADDENDUM 2**Calculation for Annual Rent****Consumer Price Index**

The Consumer Price Index (CPI) is a measure of the change in prices paid over time for a fixed "market basket" of goods and services. The Consumer Price Index for All Urban Consumers (CPI-U) measures the percentage change in prices faced by urban consumers and covers approximately 87 percent of the population.

ADDENDUM 3**Current Commissioners**

Name	Term ends Dec.
Joel Selling	2013
George Barnecut	2013
Brett Walsh	2013
Scott Painter	2015
Brian Moody	2015

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