



1 at 3709 E.10th Street (10th Street and Grand Avenue), Long Beach California  
2 90804, along the Pacific Electric Right-of-Way.

3 Lessee acknowledges that Lessee has not received and Lessor has not  
4 made any warranty, express or implied, as to the condition of the Properties or fitness for  
5 its intended or actual use.

6 2. Term. The term of this Lease shall commence on February 1, 2021,  
7 and shall end on January 31, 2026. Lessor shall have the two-(2) separate options to  
8 renew the Lease for t three (3) years, at the discretion of the City Manager or designee.

9 3. Termination. Either party may terminate this Lease without cause by  
10 providing the other party with a sixty-(60) day prior written notice.

11 4. Use. Management, operation, and maintenance of the Gardens. All  
12 costs for the Use of the Gardens will be the sole responsibility of Lessee. If at any time the  
13 Gardens become a financial burden to Lessor or fall into a state of disrepair due to the lack  
14 of maintenance, this Lease may become revocable. Anything brought on site such as  
15 recycled materials, structures, storage unit, building materials, etc. will be the sole  
16 responsibility of Lessee, and will be removed by Lessee upon termination of this Lease.  
17 Lessee will maintain the perimeter of the fence to the curb at Mary Molina, Grace Park,  
18 and at Zaferia Junction Community Gardens. At the Orizaba Park site, the fence to curb  
19 maintenance will be the responsibility of Lessor. Fence to curb maintenance is defined as  
20 the trimming of surrounding bushes, removal of particles of trash, overgrown vegetation,  
21 and dust. Lessor will not provide any funding, supplies, or staff support, unless approved  
22 in advance and in writing by the Director of Parks, Recreation, and Marine ("Director").

23 A. Operating Hours. Lessee, its officers, directors, and members  
24 shall enter the Properties seven (7) days a week during the following times: 7:00 a.m. to  
25 dusk. Lessee shall abide by all City noise ordinances.

26 5. Allocation of Community Garden Plots. Lessee understands that the  
27 intent of the Lease is to provide the community with access to food through sustainable  
28 organic gardening. In furtherance of this intent, Lessee must conduct outreach to the

1 surrounding community giving residents in the vicinity of the Properties priority for Garden  
2 plots.

3           6.     Rent. Annual rent for the Properties will be waived in consideration of  
4 the community benefits of providing local sustainable organic gardening to the community.  
5 Benefits to the community include outdoor physical exercise, social interaction,  
6 environmental education, and the ability to access a low-cost source of food.

7           7.     Improvements. Lessee must request advance written permission from  
8 the Director to add any improvements or make any modifications to the Properties. .

9           A.     All of Lessee's proposed plans for improvement shall be  
10 submitted to and receive the written approval of the Director. Before commencing  
11 any work on the Properties, Lessee shall obtain and deliver to Lessor evidence of  
12 compliance with all applicable codes, ordinances, regulations, and requirements for  
13 permits. Lessee shall perform all work on the Properties in accordance with all  
14 applicable laws, regulations and ordinances, including but not limited to the  
15 Americans with Disabilities Act of 1990.

16           B.     Lessee shall pay for all permits, inspections and the like relating  
17 to the improvement of the Properties.

18           C.     Lessor shall have no obligation to build, maintain, repair, or  
19 replace any improvements on the Properties, whether existing at the  
20 commencement of this Lease or subsequently added to the Properties.

21           D.     Lessee shall keep the Properties free of any mechanic's,  
22 materialman's or similar lien for any work done, labor performed or material  
23 furnished by or for Lessee, and Lessee shall defend, indemnify and hold Lessor, its  
24 officials and employees harmless from and against all claims, liens, demands,  
25 causes of action, liability, loss, costs and expenses, of whatsoever kind or nature  
26 for any such work done, labor performed or materials furnished on the Properties or  
27 to the Lessee. In addition, if a lien is imposed on the Properties, Lessee shall notify  
28 Lessor, record a valid release of lien within thirty (30) days after the date of filing of

1 said lien or deposit with Lessor cash in an amount equal to one hundred twenty-five  
2 percent (125%) of the amount of said lien and authorize payment to the extent of  
3 said deposit to any subsequent judgment holder with regard to said lien.

4 E. Lessee shall bear all costs and expenses incurred in  
5 improvements to the Properties.

6 F. Upon expiration or sooner termination of this Lease, all  
7 improvements to the Properties shall become the property of Lessor (at no cost to  
8 Lessor) unless Lessor requires Lessee to remove said improvements. If Lessor  
9 requires Lessee to remove said improvements, Lessee shall do so within sixty (60)  
10 days following the date of expiration or sooner termination.

11 8. ADA Access. Lessee will be solely responsible for ensuring that the  
12 Properties and any improvements thereon comply with all applicable local, state, and  
13 federal laws relating to the Americans with Disabilities Act, at Lessee's sole cost and  
14 expense.

15 9. Nondiscrimination. Subject to applicable laws, rules and regulations,  
16 Lessee shall not discriminate against any person or group on the basis of race, religion,  
17 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,  
18 handicap or disability in the performance of its obligations hereunder.

19 10. Force Majeure. If any party fails to perform its obligations because of  
20 strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or  
21 materials or reasonable substitutes for labor materials, governmental restrictions,  
22 governmental regulations, governmental controls, judicial orders, enemy or hostile  
23 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
24 beyond the reasonable control of the party obligated to perform, then that party's  
25 performance will be excused for a period equal to the period of such cause for failure to  
26 perform.

27 11. Subsurface Use Restrictions. The parties agree that this Lease covers  
28 only the surface of the Properties and only so much of the subsurface as is reasonably

1 necessary for Lessee's use of the Properties as permitted in this Lease. Lessee shall not  
2 drill any wells on the Properties.

3 12. Utilities. Lessee will be responsible for all utility costs, such as water,  
4 and including refuse, or any other costs.

5 13. Parking and Restrooms. Lessee understands that limited shared  
6 public parking may be available at Orizaba Park, and that only public street parking is  
7 available at the remaining Properties . No freestanding public restrooms are available at  
8 the Properties or adjacent parks. Public restrooms are available in the Orizaba Park  
9 Community Center only during Center hours of operation. Should restrooms be needed,  
10 Lessee will provide and maintain restrooms at Lessee's sole cost and expense.

11 14. Security. Lessee will be solely responsible for and pay for all  
12 maintenance and repairs due to any vandalism, graffiti, or damage to the Properties.  
13 Lessee must allow Lessor to place a lock on all entry gates to the Properties so that Lessor  
14 may easily enter the Properties in the event of an emergency.

15 15. Vermin. Lessee must immediately remove fallen fruit from the ground,  
16 store extra wood in a manner to not provide housing, and maintain compost piles, among  
17 other measures to keep the Properties free from vermin.

18 16. Easements. Lessee must arrange the Properties to not block any  
19 governmental agency from accessing their pipeline, storm drain, or equipment that may be  
20 located under the Properties.

21 17. Laws and Other Permits. Lessee, at its sole cost, shall comply with all  
22 laws, ordinances, rules and regulations of and obtain such permits, licenses, and  
23 certificates required by all federal, state and local governmental authorities having  
24 jurisdiction over the Properties and business thereon.

25 18. Fingerprinting. Pursuant to Lessor's policies regarding adult activity  
26 with children on Lessor property, Lessee must ensure that all of Lessee's members,  
27 teachers, and volunteers are fingerprinted through Live Scan as part of the background  
28 check process prior to teaching and/or interacting with children at the Properties.

1           19. Taxes. Lessee acknowledges that this Lease may create a  
2 possessory interest subject to property taxation and that Lessee may be liable for payment  
3 of taxes levied on such interest. Lessee shall promptly pay, prior to delinquency, all taxes,  
4 assessments and other governmental fees that may be levied against the Properties, and  
5 any improvements or personal property located on the Properties and on any possessory  
6 interest created by this Lease, and provide proof of payment to Lessor on demand.

7           20. Bi-Annual Reports. Lessee must provide bi-annual reports to Lessor  
8 no later than July 31st and January 31st, covering accomplishments of the Properties for  
9 that six-month period.

10           21. Insurance. Lessee must purchase and maintain all applicable  
11 insurance and endorsements as required and approved by the Lessor's Risk Manager.  
12 Concurrent with the effective date of this Lease and in partial performance of Lessee's  
13 obligations hereunder, Lessee will procure and maintain the following insurance coverages  
14 at Lessee's sole expense for the duration of this Lease and any extensions, renewals, or  
15 holding over thereof, from insurance companies admitted to write insurance in the State of  
16 California or from authorized non-admitted insurers and that have a minimum rating of or  
17 equivalent to A:VIII by A.M. Best Company, or Lessee may self-insure by self funding the  
18 following insurance obligation:

19                   (a) Commercial General Liability (equivalent in coverage scope to  
20 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 11 88) in  
21 an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and  
22 Two Million Dollars (\$2,000,000.00) general aggregate. This insurance shall be  
23 endorsed to include the Greater Long Beach Workforce Development Board  
24 (GLBWDB), Lessor, and their respective officials, employees, and agents as  
25 additional insureds by an endorsement equivalent in coverage scope to ISO form  
26 CG 20 26 11 85.

27                   (b) "All Risk" property insurance in an amount sufficient to cover the  
28 full replacement value of Lessee's personal property, equipment, and

1 improvements, if any, on the Premises.

2 (c) Workers' Compensation as required by the State of California and  
3 employer's liability insurance in an amount not less than One Million Dollars  
4 (\$1,000,000.00) per accident. The policy shall be endorsed to waive the insurer's  
5 rights of subrogation against the Lessor, its officials, employees, and agents.

6 Lessee hereby waives all rights of subrogation, but only to the extent that  
7 collectible commercial insurance is available for said damage.

8 All insurance required hereunder shall be separately endorsed to require at  
9 least thirty (30) days' prior written notice of cancellation ten (10) days if cancellation is for  
10 nonpayment of premium), nonrenewable, or reduction in coverage or limits (other than  
11 exhaustion of limits due to claims paid) and to provide that coverage shall be primary and  
12 not contributing to any other insurance or self-insurance maintained by the GLBWDB, the  
13 Lessor or its officials, employees, and agents. Any self-insurance program, self-insured  
14 retention or deductible shall protect the GLBWDB, the Lessor and its officials, employees,  
15 and agents in the same manner and to the same extent as they would have been protected  
16 had the policy or policies not contained such retention or deductible provisions.

17 Lessee shall require its contractors and subcontractors to maintain the  
18 insurance required hereunder unless otherwise agreed in writing by Lessor's Risk Manager  
19 or designee.

20 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates  
21 of insurance and the required endorsements evidencing the coverage required by this  
22 Lease, or "Certificate of Self Funding of Insurance Obligation". Lessee shall also provide  
23 certificates and endorsements of any of Lessee's contractors and subcontractors, for  
24 approval as to sufficiency and form. The certificates and endorsements for each insurance  
25 policy shall contain the original signatures of persons authorized by that insurer to bind  
26 coverage on its behalf. Lessee shall provide Lessor with copies of certificates of insurance  
27 and endorsements for renewal policies within thirty (30) days of policy expiration. Lessor  
28 reserves the right to require complete certified copies of all said insurance policies at any

1 time.

2           Such insurances as required herein shall not be deemed to limit Lessee's  
3 liability relating to performance under this Lease. The procuring of insurance shall not be  
4 construed as a limitation on liability or as full performance of the indemnification and hold  
5 harmless provisions of this Lease.

6           Any modification or waiver of the insurance requirements herein shall be  
7 made only with the written approval of Lessor's Risk Manager or designee.

8           22. Relocation. Lessee agrees that nothing contained in this Lease shall  
9 create any right in Lessee for any relocation assistance or payment pursuant to the  
10 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from Lessor  
11 on the expiration or termination of this Lease.

12           23. Notice. Any notice required hereunder shall be in writing and  
13 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to  
14 Lessor at 333 W. Ocean Blvd., Long Beach, California 90802 Attn: City Manager, and to  
15 the Lessee at 5115 Marina Pacifica Drive North, Long Beach, California 90803. Notice  
16 shall be deemed effective on the date of mailing or on the date personal delivery is  
17 obtained, whichever occurs first. Change of address shall be given as provided herein for  
18 notices.

19           24. Hazardous Materials. Lessee shall not cause or permit any hazardous  
20 or toxic material to be brought on, treated, kept, used, stored, disposed of, discharged,  
21 released, produced or generated in, on, under or about the Properties by Lessee, its  
22 members, employees, contractors, Lessees, assignees or invitees. Lessee shall comply  
23 with California Health and Safety Code Section 25359.7 or its successor statute regarding  
24 notice to Lessor on discovery by Lessee of the presence or suspected presence of any  
25 hazardous materials on the Properties.

26           25. Indemnity. Lessee shall defend, indemnify and hold Lessor, its  
27 officials, employees and agents harmless from all claims, demands, damages, causes of  
28 action, losses, liability, costs, or expenses, of any kind or nature whatsoever (collectively



1 referred to in this Section and Section 16 as "claims") arising from the occupancy, use, or  
2 misuse of the Properties by Lessee, Lessee's members, employees, agents, subtenants,  
3 licensees, patrons, concessionaires, or visitors, or any breach of this Lease, from the  
4 condition of the Properties, the alleged negligent acts or omissions of Lessee, Lessee's  
5 employees or agents, or any breach or default in the performance of any obligations on  
6 Lessee's part to be performed under this Lease.

7           26. Assignment. Lessee shall not assign or transfer this Lease or any  
8 interest herein, nor Lease the Properties or any part thereof (collectively referred to as  
9 "transfer"). Lessee shall not grant any franchises, easements, rights of way, or permits in,  
10 on, or across the Properties. In the event of transfer without the prior written consent of  
11 Lessor, such transfer shall be voidable at Lessor's election and, if voided by Lessor, shall  
12 convey no interest. Any transfer without Lessor's prior written consent shall constitute a  
13 default of this Lease.

14           27. Captions and Organization. The various headings and numbers  
15 herein and the grouping of the provisions of this Lease into separate Sections, paragraphs  
16 and clauses are for convenience only and shall not be considered a part hereof, and shall  
17 have no effect on the construction or interpretation of this Lease.

18           28. Joint Effort. This Lease is created as a joint effort between the parties,  
19 is fully negotiated as to its terms, covenants and conditions, and no provision shall be  
20 construed against either party as the drafter.

21           29. Waiver of Rights. The failure or delay of Lessor to insist on strict  
22 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
23 any right or remedy that Lessor may have and shall not be deemed a waiver of any  
24 subsequent or other breach of any term, covenant, or condition herein. The receipt and  
25 acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default  
26 but shall only constitute a waiver of timely payment for the rent payment involved. Any  
27 waiver by Lessor of any default or breach shall be in writing. Lessor's consent to or  
28 approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed

1 to waive Lessor's consent or approval of any subsequent act of Lessee.

2           30. Partial Invalidity. If any term, covenant, or condition of this Lease is  
3 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder  
4 of the provisions hereof shall remain in full force and effect and shall in no way be affected,  
5 impaired or invalidated thereby.

6           31. Successors in Interest. This Lease shall be binding on and inure to  
7 the benefit of the parties and their successors, heirs, personal representatives and  
8 approved transferees, and all parties hereto shall be jointly and severally liable hereunder.

9           32. Lessor's Right to Re-Enter. Lessee shall peaceably deliver  
10 possession of the Properties to Lessor on the effective date of termination of this Lease.  
11 On giving notice of termination to Lessee, Lessor shall have the right to re-enter and take  
12 possession of the Properties on the effective date of termination without further notice of  
13 any kind and without institution of summary or regular legal proceedings. Termination of  
14 the Lease and re-entry of the Properties by Lessor shall in no way alter or diminish any  
15 obligation of Lessee under the Lease and shall not constitute an acceptance or surrender.  
16 Lessee waives any and all right of redemption under any existing or future law in the event  
17 of eviction from the Properties and in the event Lessor re-enters and takes possession,  
18 Lessee agrees that should the manner or method used by Lessor in re-entering or taking  
19 possession give Lessee a cause of action for damages or in forcible entry and detainer,  
20 the total amount of damages to which Lessee shall be entitled in any such action shall be  
21 One Dollar (\$1.00). Lessee agrees that this Section may be filed in any such action and  
22 that, when filed, it shall be a stipulation by Lessee fixing the total damages to which Lessee  
23 is entitled in such action.

24           33. Time. Time is of the essence in this Lease, and every provision  
25 hereof.

26           34. Waiver of Claims. Lessor shall not be liable for and Lessee hereby  
27 waives all claims against Lessor, its officials, employees and agents for loss, theft, or  
28 damage to equipment, furniture, trade fixtures, records, plants and other property on or

1 about the Properties, or injury to or death of persons on or about the Properties from any  
2 cause except to the extent caused by the gross negligence or willful misconduct of Lessor.

3 35. Default. If Lessee does not comply with any term, covenant, or  
4 condition of this Lease, whether material or not, and Lessee's failure to comply is not cured  
5 within ten (10) days after Lessor notifies Lessee of such failure, then Lessor may terminate  
6 this Lease by giving to Lessee notice of termination, and Lessee shall immediately  
7 surrender possession of the Properties.

8 36. Right of Entry. Lessor shall have the right of access to the Properties  
9 at all reasonable times and, in the case of emergency, at any time, and if Lessee is not  
10 present to give access in emergencies, then Lessor may forcibly enter and such entry shall  
11 not in any way be construed or deemed a forcible or unlawful entry. Lessee shall not be  
12 entitled to compensation for any inconvenience, nuisance or discomfort occasioned by  
13 Lessor's entry.

14 37. Integration and Amendments. This Lease represents and constitutes  
15 the entire understanding between the parties and supersedes all other agreements and  
16 communications between the parties, oral or written, concerning the subject matter herein.  
17 This Lease shall not be modified except in writing duly signed by the parties and referring  
18 to this Lease.

19 38. Recordation. This Lease shall not be recorded.

20 39. Signs. Lessee shall not place, affix, maintain, or permit any sign,  
21 advertisement, name, insignia, logo, descriptive material or similar item (collectively "sign")  
22 on the Properties without the prior written approval of Lessor. Any sign so approved shall  
23 be maintained by Lessee, at its cost, in good condition. Any sign not approved by Lessor  
24 may be removed by Lessor at Lessee's cost. The cost of removal shall be additional rent.

25 40. Governing Law. The Lease shall be governed by and construed in  
26 accordance with the laws of the State of California.

27 41. Condemnation.

28 A. The whole of the Properties or improvements is taken by right

1 of eminent domain or otherwise for any public or quasi public use, then when  
2 possession is taken thereunder by the condemnor or when Lessee is deprived of  
3 practical use of the Properties or improvements, whichever date is earlier, this Lease  
4 shall terminate. If there is a partial taking so that the remaining portion of the  
5 Properties or improvements cannot be restored to that which existed prior to the  
6 taking, then this Lease shall, at Lessee's option, terminate as of the time when  
7 possession was taken by the condemnor or when Lessee was deprived of practical  
8 use of the Properties, whichever date is earlier.

9 B. If there is a taking by right of eminent domain, the rights and  
10 obligations of the parties with reference to the award and the distribution thereof  
11 shall be determined in accordance with this Section. The award shall belong to and  
12 be paid to Lessor.

13 42. Abandoned Properties. If Lessee abandons the Properties or is  
14 dispossessed by operation of law or otherwise, title to any personal property (including but  
15 not limited to garden products) belonging to Lessee and left on the Properties forty-five  
16 (45) days after such abandonment or dispossession shall be deemed to have been  
17 transferred to Lessor. Lessor shall thereafter have the right to remove and to dispose of  
18 said property without liability to Lessee or to any person claiming under Lessee, and shall  
19 have no duty to account therefore. Lessee hereby names Lessor's City Manager as  
20 Lessee's attorney in fact to execute and deliver such documents or instruments as may be  
21 reasonably required to dispose of such abandoned property and transfer title thereto.

22 43. Publicity and Social Media. Where possible, Lessor will assist Lessee,  
23 with the promotion and marketing of activities and events at the Properties. Lessor and  
24 Lessee, will not use the other party's name, marks, or logos in any advertising, promotional  
25 material, press release, publication, public announcements, or through other media,  
26 whether written or oral, without the prior written consent of the other party. Additionally, no  
27 one affiliated, staff or volunteer, with any parties to this Lease will engage in negative verbal  
28 behavior or written posting toward another party on social media or other online or public

1 venues or make negative, defamatory, or inciting remarks about another party. Lessor and  
2 Lessee, will jointly review any perceived negative behavior and/or written posting to come  
3 to a mutually agreeable resolution. If the violation cannot be resolved in an agreeable  
4 manner, then the violation may be grounds for termination of the Lease. Lessor reserves  
5 the right to determine, at its sole discretion, what is negative verbal or written posting  
6 behavior.

7           44. Grant Approval Process. Prior to submitting a grant application,  
8 Lessee, will send a written notification of the grant opportunity to Lessor at least two (2)  
9 weeks prior to the grant deadline to seek written permission to apply for funding. Lessor  
10 will review the request, the grant criteria, and consider other Lessor programming and  
11 facilities seeking funding. Lessor reserves the right to deny the request if the grant  
12 performance measures are not financially or operationally feasible or unreasonably  
13 burdensome for any other reason or violates Lessor's policies of obligation to fulfill grant  
14 requirements without City Council approval.

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IN WITNESS WHEREOF, the parties have executed this Lease with all formalities required by law as of the date first written above.

LONG BEACH ORGANIC, a California non-profit public-benefit corporation

May 24, 2021

By: [Signature]  
Name: Dalene Condon  
Title: President, LBO

May 27, 2021

By: [Signature]  
Name: Tony Damico  
Title: Vice President, LBO

"Lessee"

CITY OF LONG BEACH, a municipal corporation

July 16, 2021

By: Hinda F. Saturn

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER  
"Lessor"

This Lease is approved as to form on July 12, 2021.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have executed this Lease with all formalities required by law as of the date first written above.

LONG BEACH ORGANIC, a California non-profit public-benefit corporation

May 24, 2021

By: [Signature]  
Name: Valerie Condon  
Title: President, LBO

May 27, 2021

By: [Signature]  
Name: Tony DAMICO  
Title: Vice President, LBO

"Lessee"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

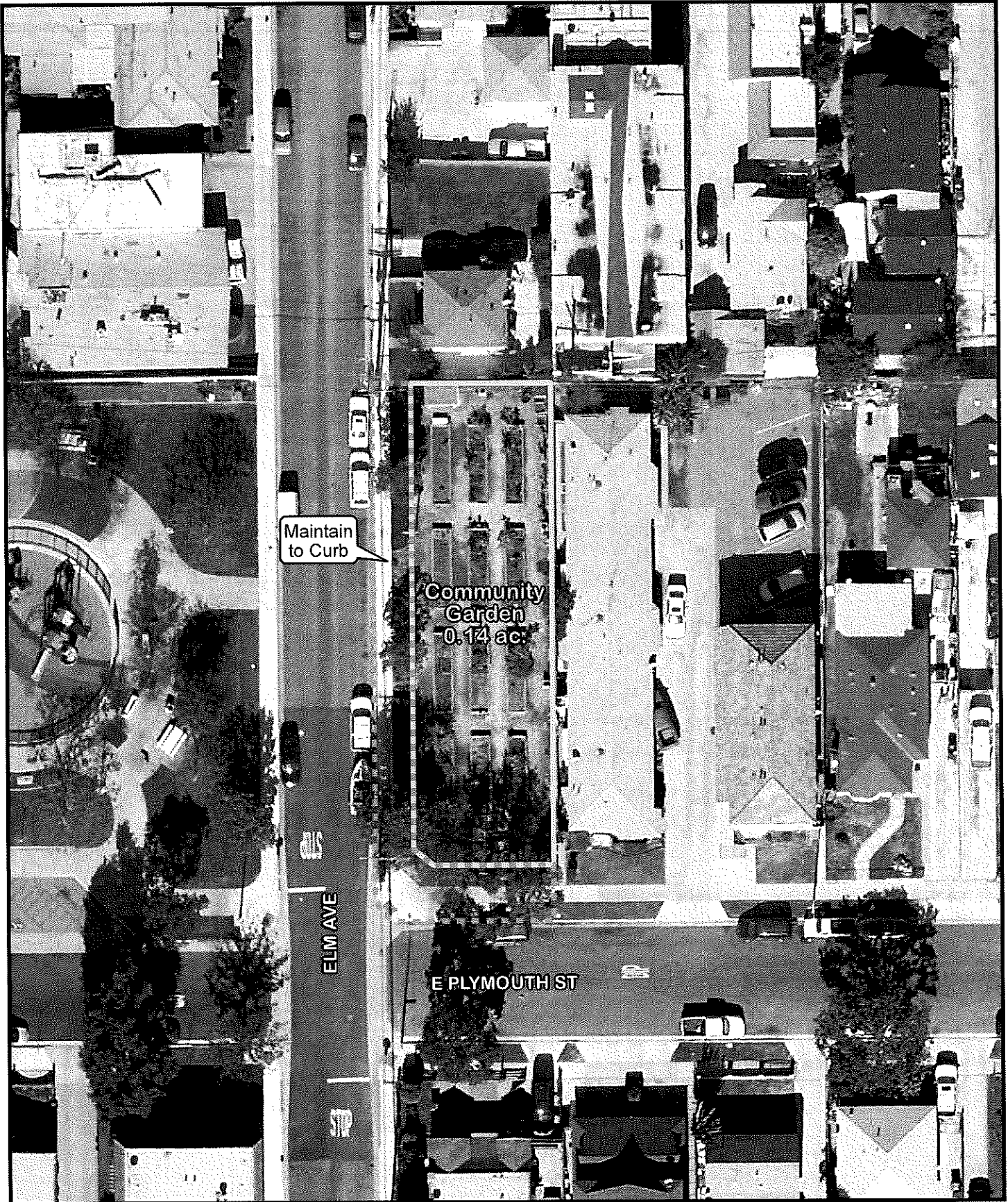
"Lessor"

This Lease is approved as to form on \_\_\_\_\_, 2021.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664



Maintain to Curb

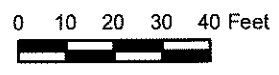
Community Garden  
- 0.14 ac.

ELM AVE

E PLYMOUTH ST



# Grace Park Community Garden Premises Map Attachment A



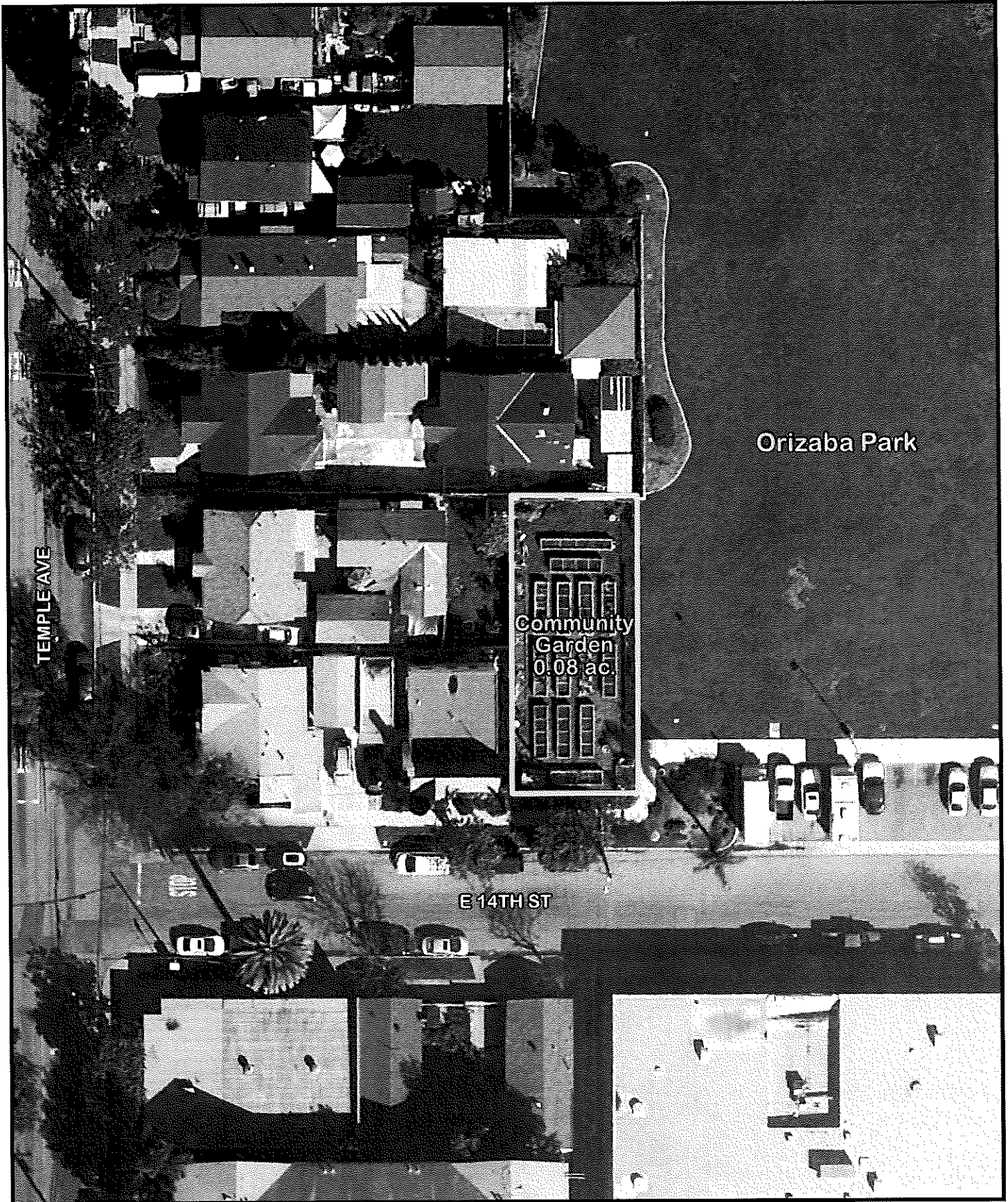




Mary Molina Community Garden  
Premises Map  
Attachment B

0 10 20 30 40 Feet





TEMPLE AVE

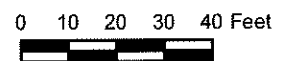
Orizaba Park

Community  
Garden  
0.08 ac.

E 14TH ST



# Orizaba Park Community Garden Premises Map Attachment C





Zaferia Junction Community Garden  
Premises Map  
Attachment D

