

LEASE AND REVOCABLE CONDITIONAL USE AGREEMENT

This Lease and Revocable Conditional Use Agreement (this "Lease") is made and entered into on this 1 day of July, 2008 by and between City of Neptune Beach (referred to here as "Lessor") and SEE/Beaches Local Food Network (referred to here as "Lessee"). Lessor does this day lease to Lessee and Lessee does agree and take as Lessee the Premises on the terms and conditions as contained here as follows:

1. PREMISES.

Lessor leases to Lessee on the terms and conditions contained in this Lease approximately _____ square feet of space within the confines of Jarboe Park in Neptune Beach, Florida (referred to here as the "Premises").

2. TERM.

The commencement date of this Lease is 7/1/08. Said Lease shall continue for a period of two (2) years to expire on 7/1/10, unless terminated earlier as set forth herein. The Lease may be renewed for additional two year periods if approved by both parties in writing no later than sixty (60) days before the termination date. The Lessor shall have the right to terminate this Lease for breach of any condition herein or cause upon providing the Lessee with sixty (60) days written notice thereof. A site plan of the Premises is attached hereto and incorporated herein as Exhibit "A".

3. RENT.

Lessee agrees to pay Lessor as rental for the Premises the monthly rent commencing July 1, 2008 [date] in the amount of \$1.00 per month, plus any applicable sales tax required by governmental authorities (referred to here as the "Rent"). The Rent shall be payable to the Lessor without demand in advance on or before the first day of each month during the term of this Lease at the address for Lessor as stated in this Lease or at any other address that Lessor shall designate in writing for the time that this Lease is in effect.

4. UTILITIES.

Lessee shall be solely responsible for paying the cost of all electricity, telephone and other utilities provided to the leased Premises.

5. USE OF THE PREMISES.

The Premises are to be used for a community organic garden to be operated by SEE/Beaches Local Food Network in conjunction with the University of Florida / IFAS Urban Garden Program and for no other purposes without Lessor's consent. Lessee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not damage or deface or otherwise commit or suffer to be committed any waste in or on the

Premises or permit the Premises to be used in a manner that would endanger the Premises or any other part of Jarboe Park. The Lessor retains the absolute right within its discretion to approve or not approve any conduct, activity or action on the Premises in its sole discretion. The Lessee shall be responsible for the maintenance, care and service of this area and the City of Neptune Beach shall have no responsibility relating to the operation of the community garden in terms of its maintenance care and service. Title to this area shall remain with the Lessor and the Lessee shall have no interest, whether legal or equitable in the property or title to the property and shall have only the right to enter upon, service and maintain the community garden. Premises shall be used to grow edible and/or native/non-invasive plant species. Any plant species other than "edible and/or native/non-invasive" shall be approved in writing by Lessor prior to any such plantings.

6. REVOCABLE CONDITIONAL USE.

It is understood and agreed that this Lease is for the sole purpose of allowing the Lessee to operate a community garden on the Premises. This is a conditional use of the Premises granted by the Lessor to the Lessee, which can be terminated or revoked by Lessor for breach of any condition of this Lease. The Lessor shall have the right to terminate for breach of any condition upon providing the Lessee with sixty (60) days written notice thereof.

7. POSSESSION BY LESSEE AND ACCESS BY LESSOR.

Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor when this Lease is terminated as set forth herein. However, the Lessor shall be entitled to entry and access to the Premises at any time, with or without notice to the Lessee. Such entry and access shall include, but not be limited to, the right of entry and access for any issues relating to the public health, safety and welfare; for the purpose of constructing, servicing or maintaining any utilities of whatever nature and to remedy any nuisances that might arise on the Premises. Concerning pesticide use, the use of any herbicides and pesticides commonly used on premises by Lessor be suspended. Both parties acknowledge the Lessee Repairs and maintenance responsibilities as outlined in Article 9. This also includes, but is not limited to, the right of entry and access related to any emergencies of whatever nature that occur on or in the vicinity of the Premises. The Lessor shall not be responsible or liable in any way to the Lessee for any damages that might occur to the community garden as a result of any access, entry or action taken by the Lessor relating to the Premises. The Lessor shall also have the absolute right in its sole discretion to order the Lessee to cease and desist any operations in the community garden if Lessor determines that such action is necessary for the health, safety and welfare of the general public. The failure of the Lessee to abide by any such cease and desist notice may be enforced by all available remedies, including but not limited to injunctive relief.

8. INSURANCE.

Lessee shall at all times during the term of this Lease, and at its sole cost and expense, maintain workers compensation insurance for its employees and agents. In addition, Lessee shall maintain comprehensive general liability insurance against liability for bodily injury and

property damage with liability limits as set forth below, such general liability insurance naming Lessor and its employees, agents and assignees as additional insured. The above-mentioned comprehensive general liability insurance shall be in the amount of not less than \$1,000,000 per occurrence and not less than \$1,000,000 in the aggregate. In no event shall the limits of the policy or policies be considered as limiting the liability of Lessee under this Lease.

9. REPAIRS AND MAINTENANCE.

Lessee agrees and acknowledges that all maintenance and repair of the leased Premises is the responsibility and obligation of the Lessee. The Lessee agrees that the Lessee shall maintain the Premises on a regular basis, including but not limited to, maintaining the land in good condition and keeping the land free of weeds, overgrowth and trash and in the event Lessor determines in its sole discretion that any specific maintenance is necessary to be performed on the Premises, the Lessee agrees to perform such maintenance immediately. The Lessee shall return the Premises to the Lessor at the expiration or termination of the lease term restored to the same or better condition as it existed prior to the Lessee taking possession. The failure to adequately maintain and repair the Premises may be deemed a default of this Lease at the Lessor's option. Lessor agrees to submit, in writing, any repair or maintenance problems 30 days prior to deeming default.

10. ALTERATIONS AND ADDITIONS.

Lessee shall not install any plantings, building signs, buildings or sheds, trade fixtures or make any modifications or improvements to the Premises without the express prior written consent of Lessor. Lessee shall keep the Premises and the property on which the Premises are situated free from any and all liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. On termination of this Lease, Lessee shall remove all plantings, equipment, dirt, compost, supplies, debris, signs, building or trade fixtures, furniture and furnishings and Lessee shall repair any damage caused by the installation or removal of the community garden and leave the Premises in as good condition as they were in at the time of the commencement of this Lease excepting for reasonable wear and tear. Unless otherwise agreed in writing by the parties, all improvements, modifications and fixtures shall remain the property of Lessor. Lessee reserves the right to remove fruit trees and structures placed at Lessee's expense in the event of lease revocation or termination.

11. RESTRICTION AGAINST CONSTRUCTION LIENS.

Neither Lessee nor anyone claiming by, through or under Lessee, shall have any right to file or place any lien of any kind or character whatsoever on the property. Notice is hereby given that no contractor, subcontractor, or anyone else that may furnish any material, service or labor to the property at any time shall be or become entitled to any lien on the Premises whatsoever. For the further security of Lessor, Lessee shall give actual notice of this restriction in advance to any and all contractors, subcontractors, or other persons, firms or corporations that may furnish any such material, service, or labor. Lessor shall have the right to record a notice of this provision in the public records of the county in which the Premises are located. If a lien is filed

against Lessor's interest on the Premises, Lessee shall cause the lien to be released of record or bonded within ten (10) days of Lessee's knowledge of the lien.

12. ENVIRONMENTAL MATTERS.

(a) Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, response or remediation costs, losses, damages, penalties, other costs, actions, judgments, expenses and liabilities of every kind and nature whatsoever (including, without limitation, attorney's and consultants' fees and costs and expenses of investigation, remediation or defense): (i) which arise either directly or indirectly from Lessee's violation of any environmental law; or (ii) which arise either directly or indirectly from the generation, treatment, storage, spillage, handling, disposal or release on, under or from the Premises by Lessee or any of its affiliates, agents, contractors, employees, or invitees of any Hazardous Substance, as defined by the State of Florida.

(b) Lessee warrants, represents and covenants that it shall, all times and at its own expense:

(i) comply promptly with all applicable environmental laws;

(ii) immediately notify Lessor of any notice of violation, noncompliance or other written communication by any governmental authority or others of any violation of any environmental laws;

(iii) immediately inform Lessor if Lessee becomes aware of or causes a release of Hazardous Substance on the Premises or anywhere in the vicinity of the Premises.

(c) If any assessment confirms the existence of any contamination from Hazardous Substances on, under or about the Premises caused by Lessee's use of or activities in the Premises, Lessee shall be responsible for: (i) the removal of any such Hazardous Substance from the Premises or any adjoining property if the Hazardous Substance migrated to any adjoining property; (ii) the disposal of the any such Hazardous Substance strictly in accordance with applicable law; and (iii) any remediation work on the Premises, which shall be done in compliance with existing standards of environmental laws, or in the event there are no such standards for any particular contaminant, then the Premises shall be free of any Hazardous Substance to a standard of background levels of contamination, meaning the level of contaminant naturally occurring in or under the air, soil, surface water or ground water, which presents no significant environmental or health risks.

13. LIMITATION OF LIABILITY AND INDEMNITY.

Lessee agrees to hold Lessor harmless and indemnify Lessor against all liabilities, charges and expenses (including reasonable attorneys' fees, costs of court and expenses

necessary in the prosecution or defense of any litigation) by reason of injury to person or property, from whatever cause, while in or on the leased Premises, with the improvements or personal property in the leased Premises, including any liability for injury to person or property of Lessee, its agents or employees or third party persons, except for damages resulting from the act of omissions of Lessor or its authorized representatives. Further, Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property, nor for any injury to or loss of Lessee's business nor from any damage or injury to any person from any cause, except for damage resulting from the acts or omissions of Lessor or its authorized representatives.

14. ASSIGNMENT AND SUBLETTING.

Lessee shall not either voluntarily, or by operation of law assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest in this Lease. Lessee shall not sublet the Premises or any part of the Premises or any right or privilege appurtenant to the Premises, without first obtaining Lessor's written consent. The assignment of plots for individuals participating in the community garden will be allowed without approval, but Neptune Beach residents are to receive no less than 25% of all individual plot assignments. The remainder (75%) will be determined by lottery and will include all additional applicants from the beaches area including remaining Neptune Beach residents. Lessor acknowledges the right of Lessee as a 501(c)(3) non-profit organization to receive plot rental fees to cover costs of utilities and project expenses. Furthermore, the Lessor acknowledges the right of Lessee to collect fees covering the cost of workshops and/or educational materials. Lessee shall give Lessor at least sixty (60) days' written notice of its desire to assign or sublet all or some of the Premises. Any such assignment, sublease or the like that is approved by the Lessor must be pursuant to a written agreement in a form acceptable to the Lessor. Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Lessee for the payment of Rent and for the due performance of and compliance with all the terms, covenants, conditions and agreements contained in this Lease on Lessee's part to be performed or complied with for the term of this Lease.

15. RIGHT OF ENTRY.

Lessee grants Lessor or its agents the right to enter the Premises at all reasonable times for purposes of inspection, repair or alteration. Lessor shall at all times have and retain a key with which to unlock all the doors in, on and about the Premises.

16. REMEDIES FOR LESSEE'S DEFAULT.

In the event of Lessee's default or breach of the Lease, Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In addition, the Lessor shall have the immediate right of re-entry following surrender of the Premises by Lessee, and Lessor may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper, without any liability to Lessee for doing so. If Lessee breaches this Lease and abandons the Premises before the end of the term, or if Lessee's right to

possession is terminated by Lessor because of a breach of the Lease, then in either case, Lessor may recover from Lessee all damages suffered by Lessor as a result of Lessee's failure to perform its obligations under this Lease, including but not restricted to the worth at the time of the award of the amount by which the rent then unpaid under this Lease for the balance of the Lease term after the time of award exceeds the amount of the loss of Rent for the same period which the Lessee proves could be reasonably avoided by Lessor. In that case, Lessor may relet the Premises, prior to the award, for the purpose of mitigating damages suffered by Lessor because of Lessee's failure to perform Lessee's obligations under this Lease; provided, however, that even though Lessee has abandoned the Premises following the breach, this Lease shall nevertheless continue in full force and effect for as long as the Lessor does not terminate Lessee's right of possession, and until termination, Lessor may enforce all Lessor's rights and remedies under this Lease. Lessor may declare all of the installments of rent for the whole term of this Lease to be immediately due and payable at once without further demand, in which event all sums due and owing under this Lease shall be payable at once, and Lessee's possession shall be deemed a tenancy at sufferance, and Lessor may bring an action for possession or detainer at any time after that. If Lessee holds possession of the Premises after the term of this Lease without Lessor's consent, Lessee shall become a Lessee from month to month at the base rent, as provided by Florida law, payable in advance on or before the first day of each month. All options, if any, granted under the terms of this Lease shall be deemed terminated and shall be of no effect during the month-to-month tenancy, and the tenancy may be subsequently terminated as provided by Florida law. By signing this rental agreement the Lessee agrees that in the event of surrender or abandonment, as defined by the Florida Statutes, the Lessor shall not be liable or responsible for storage or disposition of the Lessee's personal property.

17. WAIVER.

No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right of remedy or be construed as a waiver. The subsequent acceptance of Rent by Lessor after the breach by Lessee of any covenant or term of this Lease shall not be deemed a waiver of that breach, other than a waiver of timely payment for the particular rent payment involved, and shall not prevent Lessor from maintaining an unlawful detainer or other action based on the breach. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Rent and other sums due under this Lease shall be deemed to be other than on account of the earliest rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Lessor may accept the check or payment without prejudice to Lessor's right to recover the balance of the Rent or other sum or pursue any other remedy provided in this Lease.

18. GENERAL PROVISIONS.

(a) Time. Time is of the essence in this Lease and with respect to each and all of its provisions in which performance is a factor.

(b) Successors and Assigns. The covenants and conditions contained in this Lease apply to and bind the heirs, successors, executors, administrators and assigns of the parties to this Lease. (Any assignment of this Lease by Lessee is subject to the provisions of Paragraph 16).

(c) Choice of Law. This Lease shall be governed by the laws of the State of Florida.

(d) Attorney's Fees. Notwithstanding the indemnity, hold harmless and duty to defend provisions under this Lease, in the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party in that legal action shall be entitled to recover from the other party all costs and expenses incurred in bringing or defending the legal action, including reasonable attorneys' fees.

(e) Notices. All notices, demands, consents or approvals which may be given by either party to the other shall be delivered either personally or by certified mail, return receipt requested, and addressed to Lessor or Lessee at the leased Premises respectively, or at any other address that the parties may from time to time designate. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing. Notice by facsimile does not constitute the notice required under this Lease.

(f) Partial Invalidity; Severability; Construction. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable, the remainder of this Lease shall not be affected by the invalidity or unenforceability, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(g) Counterparts. This Lease may be executed in counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.

(h) Sole Agreement. This Lease contains all of the agreements of the parties to this Lease with respect to the lease transaction, and no prior agreements, oral or written, or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless specifically incorporated in writing. This Lease may only be modified in writing with the same formalities as are shown by the execution of this Lease.

(i) Compliance with Law. Lessee shall, at Lessee's expenses, comply promptly with all present and future applicable statutes, ordinances, rules, regulations, orders, permits, covenants and restrictions of record, and any other requirements of any federal, state or local authority in effect during the term of this Lease or any part of the term, regulating the use or condition of the Premises, including but not limited to environmental matters and employee health and safety. Lessee shall not use nor permit the use of the Premises in any unlawful or dangerous manner or in any manner that will tend to create waste or a nuisance.

(j) Indemnification. All indemnification, hold harmless and duty to defend provisions under this Lease shall survive termination of the Lease.

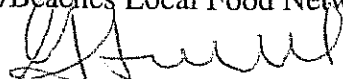
(k) Ambiguities. The normal rule of construction to the effect that ambiguities in an agreement are construed against the drafting party shall not apply to this Lease.

This Lease is executed on the date and year first above written.

LESSEE:

SEE/Beaches Local Food Network

By:



Gretchen Ferreri

Printed Name

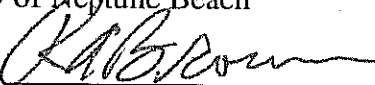
Title: Director

Date: _____

LESSOR:

City of Neptune Beach

By:



R.A. BROWN

Printed Name

Title: MAYOR

Date: 7-1-08