

LEASE AGREEMENT FOR COMMUNITY GARDEN PARK

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this ____ day of _____, 20____, by and between Herring Family Trust (hereinafter referred to as "LANDLORD"), having an address at 1417 W. 10th Street, Riviera Beach, FL 33204 and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163 (hereinafter referred to as the TENANT), having an address at 2002 Broadway Suite 300, Riviera Beach, FL 33404.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

1.1 LANDLORD hereby leases unto TENANT approximately ½ acre more particularly described in Exhibit "A" attached hereto. The term of this Lease is four (4) years commencing upon the execution of this lease, plus any renewals exercised per this Lease, for the total rental of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges.

2. USE OF PREMISES:

TENANT may use and occupy the Premises as a community garden park for the cultivation of vegetables and any attendant uses as well as any other uses mutually agreed upon by the LANDLORD and TENANT. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

3. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses for the Premises shall be paid by TENANT.

4. ALTERATIONS AND IMPROVEMENTS:

TENANT may not make any changes, alterations, additions and improvements to the Premises except for improvements incidental to a community garden as approved by the Landlord. Provided, however, any alterations and improvements made or caused to be made by TENANT which are permanently affixed to the land shall be the property of TENANT

until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD at no cost to the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD's ownership interest in the alterations and improvements. TENANT shall remove at no cost to the LANDLORD any improvements or alterations that LANDLORD directs it to remove.

5. HOLD OVER BY TENANT: {Intentionally deleted}

6. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises for the remainder of the term or portions thereof except for minor plots for individuals to cultivate vegetables.

7. RENEWAL AND EXTENSION

TENANT shall have the option to extend the Lease term for an additional two, one year terms ("Option Period") on the same terms and conditions as provided in this Lease. TENANT shall give LANDLORD at least 90 days notice prior to the expiration of the Lease of its intent to exercise its option to extend the Lease. Provided, however, the LANDLORD shall have the right to offer the Property during the Option Period.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice, or if such default is of a nature that it cannot be cured within thirty (30) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

10. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD's and TENANT's obligations in Section 12 below.

11. FIRE OR OTHER CASUALTY:
[Intentionally deleted]

12. REPAIRS:
[Intentionally deleted]

13. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

14. INSURANCE:

TENANT shall maintain comprehensive liability insurance on the Premises during the term of this lease in the amount of 1 million dollars.

15. TAXES AND ASSESSMENTS:

Tenant must pay all ad valorem real estate taxes assessed against the property, prorated on a basis for the first and last year of the term. If the property is exempt from taxes because of the use as a community garden or the fact that the Tenant is a not for profit entity, then no payment for real estate taxes shall be due. Landlord shall cooperate with the Tenant to apply for an exemption.

16. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises. Landlord shall indemnify and hold

harmless the Tenant from any losses relating to a breach of this representation and warranty.

17. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Public Health Unit of Palm Beach County.

18. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to LANDLORD shall be addressed to:

Herring Family Trust
c/o 1417 W. 10th Street
Riviera Beach, Florida 33404

Notice to the TENANT shall be addressed to:

Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

19. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

20. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

21. RIGHT TO MORTGAGE:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

22. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

23. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

24. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Palm Beach County, Florida.

25. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does

not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the Building and the improvements to the Land. TENANT shall also retain all damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

26. PUBLIC ENTITY CRIMES ACT:

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

27. INDEPENDENT CONTRACTOR:

[INTENTIONALLY DELETED]

28. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

29. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

30. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

30. JOINT PREPARATION: [Intentionally Deleted]

31. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

32. RECORDING: [Intentionally deleted]

33. RIGHT OF FIRST REFUSAL

During the Option Period of this Lease, before LANDLORD may sell the Property to a third party, LANDLORD shall first offer the Property to TENANT on the same terms and conditions as are foored by the third party. TENANT shall have 30 days during which to accept said offer. If TENANT does not accept said offer within said period, LANDLORD shall be free to accept the third party offer. If LANDLORD does not enter into an agreement with the third party on said terms and conditions and close within 90 days of the notice of refusal by the TENANT or the end of the TENANT'S 30 day acceptance period, LANDLORD'S right to sell the Property to the third party shall expire and the procedure described in this Section shall again be applicable.

34. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

TENANT:

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By : _____

Name: _____

Title: _____

LANDLORD:

Herring Family Trust

By: _____

Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 5-12, Block 10, INLET CITY, according to the Plat thereof, recorded in Plat Book 7, Page 27, Public Records of Palm Beach County, Florida.