

Laura Morton
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**GERALDSON'S FARM LEASE
BETWEEN
FLORIDA WEST COAST RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL, INC.
AND MANATEE COUNTY**

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**GERALDSON COMMUNITY FARM LEASE
BETWEEN
FLORIDA WEST COAST RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL, INC.
AND MANATEE COUNTY**

This is a Lease granted by MANATEE COUNTY, a political subdivision of the State of Florida. (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, to FLORIDA WEST COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC., (hereinafter "LESSEE"), a not-for-profit corporation whose mailing address is 945 25th Drive East, Suite 11, Ellenton Florida 3422.

WHEREAS, the parties entered into an agreement signed by the COUNTY on January 23, 2007; and amended and signed by the COUNTY on August 21, 2007 (herein the "Agreement"); and

WHEREAS, LESSEE assumed certain obligations with respect to the property and the COUNTY funded certain expenses under the Agreement; and

WHEREAS, the parties wish to provide for the continued use of the property under this Lease.

NOW, THEREFORE, it is agreed as follows:

1. THE PROPERTY. COUNTY hereby grants unto LESSEE and LESSEE hereby accepts from COUNTY this Lease of certain unimproved real property located in the County of Manatee, State of Florida, as more specifically described on Exhibit "A" attached hereto (herein the "PROPERTY") subject to the terms conditions and restrictions and limitations set forth herein.

It is understood and it is a condition of the granting of this Lease that LESSEE's interest in the PROPERTY is, and shall at all times during the period of this Lease, be limited to the use of the PROPERTY for the purposes set forth in Section 2 below and LESSEE has not and shall not be considered as having any right in or to the PROPERTY or any other interest of any kind or nature therein.

2. USE. LESSEE shall use the PROPERTY solely for the purpose of building, developing and operating a community farm and providing community programs in accordance with the program outlined in Exhibit "B" attached (herein the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury and Internal Revenue Service as a Tax Exempt Organization throughout the term of this Lease.

3. TERM. The term of this Lease shall commence on the 19th day of May, 2009 and shall terminate on the 30th day of September, 2024 at 11:59 P.M. unless earlier terminated as provided herein. After the termination date, LESSEE may continue under this Lease until COUNTY provides written notice of termination thirty (365) days in advance.

4. RENT. LESSEE agrees to pay to COUNTY rent in the amount of Ten Dollars (\$10.00) per year to be paid upon execution of this Lease by LESSEE and on or before the same date in each succeeding year.

As additional rent, LESSEE shall pay, as and when due and payable, all taxes, assessments or other charges, that may be imposed by the State of Florida or any agency thereof, against the PROPERTY or any part thereof or with respect to this Lease and the operation and conduct of the community farm.

5. PRIOR APPROVAL OF COUNTY. Except as authorized in the Agreement, LESSEE shall not commence any construction of any additional facilities, buildings or other improvements on or to the PROPERTY until such time as written approval of and consent to the final plans and specifications therefore have been given by COUNTY. In the event LESSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, LESSEE shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications.

6. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, COUNTY may require that LESSEE provide COUNTY with copies of all contracts for the construction or improvements. LESSEE may be required to furnish bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by COUNTY with sureties as may be agreeable to COUNTY and the premium or premiums therefore shall be paid by LESSEE or LESSEE's contractor. LESSEE shall deliver or cause to be delivered the required bonds to COUNTY not later than the date on which construction shall begin. COUNTY shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder. The Director, after consulting with the County Administrator, is authorized to waive the requirements of this section, if the Director is satisfied that bonds are not otherwise required by law and LESSEE has made satisfactory arrangements to pay all costs and expenses that may be incurred.

7. COMPLIANCE WITH APPLICABLE LAWS. LESSEE hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of any structures, buildings or other improvements or facilities, LESSEE shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of LESSEE and the contractors for LESSEE certifying the following:

- a. The construction of the buildings, structures or other improvements to or on the PROPERTY have been completed in conformance with the plans and specifications therefore and with all applicable laws, codes and ordinances of governmental authorities and that an appropriate certificate of occupancy or any other certificate that may be required for the PROPERTY and for each structure or building thereon has been issued:

- b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished services or materials have been paid in full; and
- c. That there is no outstanding indebtedness known to LESSEE to be due and payable for work, labor, services or materials in connection with the construction of or repair of any buildings, structures or other improvements on or modifications to the PROPERTY, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

8. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with LESSEE in the efforts of LESSEE to obtain all approvals, building and other permits or licenses which are or shall be required in order to build, develop and use the PROPERTY in accordance with the terms and limitations of this Lease. In addition, COUNTY agrees to join with LESSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the Director is authorized to sign documents required for approvals and permits on behalf of the COUNTY.

9. UTILITIES AND SERVICES. LESSEE shall pay for all utility services furnished to the PROPERTY. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, trash, electricity, telephone, gas, cable TV, security systems and the like. LESSEE shall contract for all Utilities Services in LESSEE's name and pay all deposits and use charges as they become due.

10. RIGHT OF ENTRY. COUNTY reserves the right and LESSEE shall permit COUNTY, its agents or employees, to have access to and enter the PROPERTY to inspect the PROPERTY to assure its proper care and maintenance and for any other purpose reasonably connected with COUNTY's ownership of the PROPERTY and COUNTY's interest in the PROGRAM and to determine the necessity for LESSEE's performance of any work or replacement, restoration or repair of any building, structure, facility, installation or improvement on the PROPERTY as shall be required to maintain compliance with applicable codes and rules. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM and shall, as soon as reasonably possible, notify LESSEE.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during anytime of construction except as otherwise herein provided. COUNTY shall give LESSEE five (5) days notice before making an inspection as to the condition of the PROPERTY and the LESSEE's care, use and maintenance thereof and compliance with the terms and conditions of this Lease.

11. DELEGATION OF AUTHORITY. COUNTY hereby appoints and authorizes LESSEE to act as COUNTY's agent with limited authority to make application for all necessary zoning and land use approvals and building permits necessary to commence and complete the necessary installations, alterations and improvements to or upon the PROPERTY approved by COUNTY.

12. OWNERSHIP OF IMPROVEMENTS. Upon expiration or termination of this Lease, all right, title and ownership of any improvements shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this Lease shall be retained by COUNTY or, at COUNTY'S option, be removed and disposed of with the cost for such removal and disposition borne by LESSEE.

13. MECHANIC'S LIENS. In the event any claims for non-payment of the costs of any improvements to the PROPERTY are brought to the attention of the County or attempts are made to file mechanic's lien or other labor or material liens against the PROPERTY or any part thereof as a result of or in connection with LESSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, LESSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LESSEE has received notice thereof from COUNTY or the claimant. In the event LESSEE fails to comply with this section, COUNTY may, at its option, obtain the discharge thereof, and LESSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand, including any attorney fees.

14. MAINTENANCE OF PROPERTY. LESSEE shall keep every part and portion of the PROPERTY and each building, structure, and improvement thereon, in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LESSEE will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

15. RISK OF LOSS. COUNTY shall not be responsible for damage to or loss of any building, structure, facility, personal property, fixtures, furniture or equipment belonging to LESSEE, caused by or resulting from fire, flood or any other casualty. LESSEE shall obtain and be solely responsible for keeping the PROPERTY and all buildings, improvements, facilities and structures and all personal property thereon insured against loss or damage by fire, flood or other casualty.

16. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, LESSEE, in its sole discretion, may undertake and complete the repair or restoration of the PROPERTY or any building or structure thereon at its sole expense, including use of all insurance proceeds. In the event LESSEE elects not to repair or reconstruct any buildings, structures, facilities or improvements on the PROPERTY necessary for carrying out the PROGRAM, within such reasonable time as may be designated by COUNTY, after any occurrence of loss or damage, COUNTY may, at COUNTY'S option, terminate this lease and have a claim for any insurance proceeds and any costs associated with the repair and restoration of the PROPERTY.

17. COVENANTS OF LESSEE. As consideration for this Lease, LESSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B".
- b. Abide by LESSEE's charter and by-laws set forth in Exhibit "B". Additionally, LESSEE covenants and agrees that LESSEE shall not enter into or execute any contract, nor shall LESSEE use in its operation and conduct of the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.
- c. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principals, as deemed necessary by COUNTY, to assure proper use of the PROPERTY and be in compliance with the provisions of this Lease and make such books and records available to COUNTY for inspection and audit. By September 30, 2009 and at least every other year thereafter, LESSEE shall submit an audit or financial statement and letter from an Independent Certified Public Accountant which, as a minimum, will include: a review of LESSEE's books and records, including canceled checks, invoices and budgets. The audit or financial statement and letter shall not be more than two (2) years old. The submission of the documents required shall serve as LESSEE's certification and representation that the information contained therein is true and correct. COUNTY reserves the right to require audits instead of financial statements.
- d. The performance of this Lease shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LESSEE covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by LESSEE, or be subjected to discrimination under any program or activity on the PROPERTY.
- e. LESSEE shall submit to COUNTY by September 30th of each year a list of LESSEE's Board of Directors. LESSEE agrees that paid staff shall not be a voting or elected member of the LESSEE's Board of Directors.
- f. LESSEE shall not sublet or assign its rights under this Lease.

18. TERMINATION. LESSEE's rights under this lease shall terminate:

- a. As of the date established in written notice to COUNTY of LESSEE's election to terminate this Lease.
- b. By COUNTY providing written notice of termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes.

- c. Immediately upon the occurrence of any event of default by LESSEE, COUNTY shall not be required or responsible for reimbursing LESSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY, subject to the requirements of section 20(c).

19. DEFAULT BY LESSEE. Each of the following events shall be deemed to be an "event of default" by LESSEE under this Lease:

- a. LESSEE's failure to comply with any term, provision, agreement or covenant of this Lease or the Funding Agreement on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LESSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LESSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LESSEE's failure to fulfill the PROGRAM within the time provided herein or at any time during the term or this Lease. As used herein, the term "fulfill" means LESSEE's constructing, installing, using, operating and maintaining the facilities installations and improvements in, to and on the PROPERTY as provided in Section 19(a) and to thereafter operate and use the facility in accordance with the PROGRAM.
- c. LESSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within thirty (30) days after LESSEE received written notice of such lien being imposed against the PROPERTY, addressed by LESSEE substantially in a manner provided in Section 20(a) hereof.
- d. If a petition in bankruptcy shall be filed by or against the LESSEE (unless the petition is vacated or dismissed within sixty [60] days of said filing), or the LESSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LESSEE's affairs or property or LESSEE shall make an assignment for the benefit of creditors.
- e. In the event an attachment at law against the goods, property or chattels of the LESSEE is issued and any such levy is not vacated or dissolved or the attached property restored to the LESSEE by the giving or posting of a bond with surety within twenty (20) days after any such attachment.
- f. LESSEE shall, at any time during the term of this Lease, fail to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the PROPERTY that serves as the basis for the imposition of ad valorem or

intangible personal property taxes or would serve as the basis for the imposition of ad valorem taxes if COUNTY were not otherwise exempt or immune from such taxes.

20. COUNTY'S REMEDIES. Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY's election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated LESSEE's use of the PROPERTY and any building, structure, improvement or facility thereon;
- b. COUNTY may enter the PROPERTY and do or cause to be done whatever LESSEE is obligated to do under the terms of this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LESSEE's obligations under this Lease, and COUNTY shall not be liable for damages resulting to LESSEE from such action;
- c. COUNTY may grant a Lease to any entity to use the PROPERTY and the facilities thereon for the purpose herein provided or use the PROPERTY and such facilities for such purposes as COUNTY deems to be in the COUNTY's best interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by LESSEE and restore the PROPERTY to the condition existing prior to granting this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

21. EMINENT DOMAIN. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired by any public or quasi public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the PROPERTY so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of COUNTY without participation by LESSEE and without any deduction therefrom for any present or future intent or right of LESSEE in and to the use of the PROPERTY. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with LESSEE's use of the PROPERTY under this Lease, provided that LESSEE, notwithstanding such appropriation shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LESSEE from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by LESSEE.

22. LESSEE'S ACCESS TO AND USE OF THE PROPERTY. COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE's part. LESSEE shall, at all times during the term of this Lease, be entitled to the use of the PROPERTY as herein provided, without any interference or hindrance from COUNTY or any persons, and LESSEE shall have access to the PROPERTY at all times during the day and night.

23. **SURRENDER OF THE PROPERTY.** LESSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures and improvements remaining thereon shall be removed and relocated or demolished by LESSEE unless COUNTY agrees to accept any specific building, structure or improvement.

24. **HOLDING OVER.** If LESSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then LESSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of LESSEE's use of the PROPERTY as granted by virtue of this Lease and COUNTY shall have the right to take any and all steps or actions to remove LESSEE and any of LESSEE's employees from the PROPERTY.

25. **ATTORNEY FEES.** In the event of litigation regarding this Lease or the parties respective obligations hereunder, the prevailing party will be entitled to such collection and court costs incurred by it and attorney fees as the court shall deem just and equitable, including such reasonable fees incurred in the enforcement of the terms of the defense or interpretation of this Lease, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings.

26. **INDEMNIFICATION.** LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, parent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and LESSEE's performance of, or its failure to perform the PROGRAM referenced in this Lease, or the use of the PROPERTY whether or not contemplated under the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of LESSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LESSEE. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection with, and if any judgment shall be rendered against COUNTY in any such action the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of LESSEE shall in no way limit LESSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

LESSEE's agreement and obligation to indemnify, keep and save harmless the COUNTY, its agents, officials and employees against all claims, suits, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit or action arising from or predicated upon COUNTY's ownership of the PROPERTY. LESSEE's obligation and agreement to indemnify, save and hold harmless the COUNTY and those operating under its explicit direction does not include any intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of LESSEE's performance or failure to perform under the terms of this Lease and use of the PROPERTY have been finally settled, regardless of when any such claims may be made.

In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this Lease, COUNTY at once shall give notice thereof in writing to LESSEE by certified mail addressed to LESSEE at the address contained herein. Upon receipt of notice, LESSEE, at its own expense, may defense against such action and take all steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this Lease shall be deemed to affect the COUNTY's right to provide its own defense and recover from LESSEE attorney fees and expenses associated with such representation or be deemed or construed in anywise as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or related to COUNTY's sovereign immunity. The indemnity provided by LESSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LESSEE; and
- b. To any claim or expense of attorney or other professional fees incurred because of COUNTY's retaining separate counsel, in addition to counsel provided by LESSEE, provided that COUNTY has approved counsel provided by LESSEE.

27. **INSURANCE.** LESSEE shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY in order to secure the indemnification of COUNTY to be furnished herein. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to similarly situated agencies in amounts deemed necessary to afford reasonable protection to the public.

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by COUNTY's Risk manager shall be filed with the COUNTY before LESSEE shall enter upon or use the PROPERTY and at such times as may be reasonably required by COUNTY's Risk Manager. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of policies shall be furnished to COUNTY thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this Lease shall be based upon sound business principles and that LESSEE may elect to carry greater amounts of insurance. The naming of the COUNTY as an additional insured shall in no event be deemed or construed as a waiver of, or limitation of, the COUNTY's rights of sovereign immunity.

28. NOTICES AND REPRESENTATIVES. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to LESSEE or COUNTY, signed by their recognized representative respectively and addressed as provided below until either party provides written notice of a different representative or different address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested to the other party at the address given below or such different address pursuant to written notice provided above.

If to COUNTY: Chairman, Dr, Gwendolyn Y. Brown
 Board of County Commissioners of Manatee County
 Post Office Box 1000
 Bradenton, Florida 34206

Copy to: Manatee County
 Attention: Director
 Natural Resources Department
 Post Office Box 1000
 Bradenton, Florida 34206

If to LESSEE: Florida West Coast RC&D Council, Inc.
 945 25th Drive East, Suite 111
 Ellenton, Florida 34222
 ATTENTION: President, John J. O'Connor, Jr.

COUNTY designates as its representative and Director, as used herein, the Director of the Natural Resources Department or such different representative as may be designated by the Manatee County Administrator. LESSEE's designated representative is John J. O'Connor, Jr.

29. NO IMPLIED WAIVER: The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

30. APPLICABLE LAW AND CONSTRUCTION. This Lease shall be governed and construed in accordance with the applicable laws of the state of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this Lease.

31. ENTIRE AGREEMENT AND PROVISIONS BINDING. This Lease and any attached or incorporated items or Exhibits set forth all of the covenants, promises, agreements, conditions and understanding between the parties concerning this Lease, and there are no covenants, promises, agreements or understandings, either oral or written, between them other than as herein set forth.

No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not construe consent to the assignment of this Lease by LESSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LESSEE shall have no right to assign, transfer or encumber this Lease except as specifically provided for in this Lease.

32. COUNTY IMPROVEMENTS. Nothing herein shall preclude County from furnishing other improvements to the Property with the written consent of LESSEE's representative designated pursuant to the terms of this agreement; provided, however, LESSEE shall remain solely responsible for maintaining and operating the Property in a safe manner.

33. This document replaces and supersedes the Agreement to the extent of any conflict.

IN WITNESS WHEREOF, the COUNTY has caused this Lease to be duly executed on the date herein below set forth.

WITNESSES:

FLORIDA WEST COAST RESOURCE
CONSERVATION & DEVELOPMENT
COUNCIL, INC.

By: John J. Connor, Jr.
Print Name: John J. Connor, Jr.
Title: President
Date of Execution: 5/12/09

APPROVED, with a quorum present and voting this 19th day of May, 2009.

ATTEST: R. B. SHORE

Susan G. Romine
Clerk of the Circuit Court
By
eputy

COUNTY OF MANATEE, FLORIDA
by its Board of County Commissioners

Dr. Gwendolyn Y. Brown
Dr. Gwendolyn Y. Brown, Chairman



EXHIBIT "A"
DESCRIPTION SKETCH

Zoller, Najjar & Shroyer, L.C.
Engineers, Planners, Surveyors
Landscape Architects & Environmental Consultants

CERTIFICATE OF AUTHORIZATION # LB6882
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34208
(841) 748-8080
FAX (841) 748-3747

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA; THENCE N 01°14'08" E, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 966.83 FEET; THENCE S 89°22'05" E, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE EAST MAINTAINED RIGHT OF WAY LINE OF 99th STREET N.W. AND THE POINT OF BEGINNING; THENCE N 01°14'08" E, ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1014.08 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE S.W. 1/4 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 24; THENCE S 89°22'05" E, ALONG SAID NORTH LINE, A DISTANCE OF 627.46 FEET TO THE NORTHEAST CORNER OF SAID S.W. 1/4 OF THE N.W. 1/4 OF THE S.W. 1/4; THENCE S 01°15'00" W, A DISTANCE OF 862.77 FEET TO THE SOUTHEAST CORNER OF SAID S.W. 1/4 OF THE N.W. 1/4 OF THE S.W. 1/4; THENCE S 01°14'08" W, ALONG THE EAST LINE OF THE WEST 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 24, A DISTANCE OF 1039.73 FEET TO THE NORTHEAST CORNER OF LOT 1 OF GERALDSON SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 66 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 88°48'20" W, ALONG THE NORTH LINE OF SAID LOT 1 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 347.21 FEET TO AN INTERSECTION WITH THE EAST LINE OF LOT 3 OF SAID GERALDSON SUBDIVISION; THENCE N 01°15'17" E, A DISTANCE OF 376.38 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID GERALDSON SUBDIVISION; THENCE N 88°58'40" W, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 82.82 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 2003, PAGE 4782 OF SAID PUBLIC RECORDS; THENCE N 00°15'17" E, ALONG THE EAST LINE OF SAID PARCEL AND ITS NORTHERLY EXTENSION, A DISTANCE OF 308.10 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 2003, PAGE 4784 OF SAID PUBLIC RECORDS; THENCE N 89°22'05" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 192.09 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

~~SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.~~

CONTAINING 20.68 ACRES, MORE OR LESS.

Subject To RW for 99th St NW

SEE SHEET 2 FOR SKETCH
NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH

PARCEL OF LAND

IN

SECTION 24, TOWNSHIP 34 SOUTH, RANGE 16 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: *J. N. Gatch, Jr.*
JAMES N. GATCH, JR., P.S.M.

FLORIDA CERTIFICATE NO. LS 4285

DATE OF CERTIFICATION: 04/19/05

SHEET 1 OF 2

T:\JAMES\PROFESSIONAL\pms0400

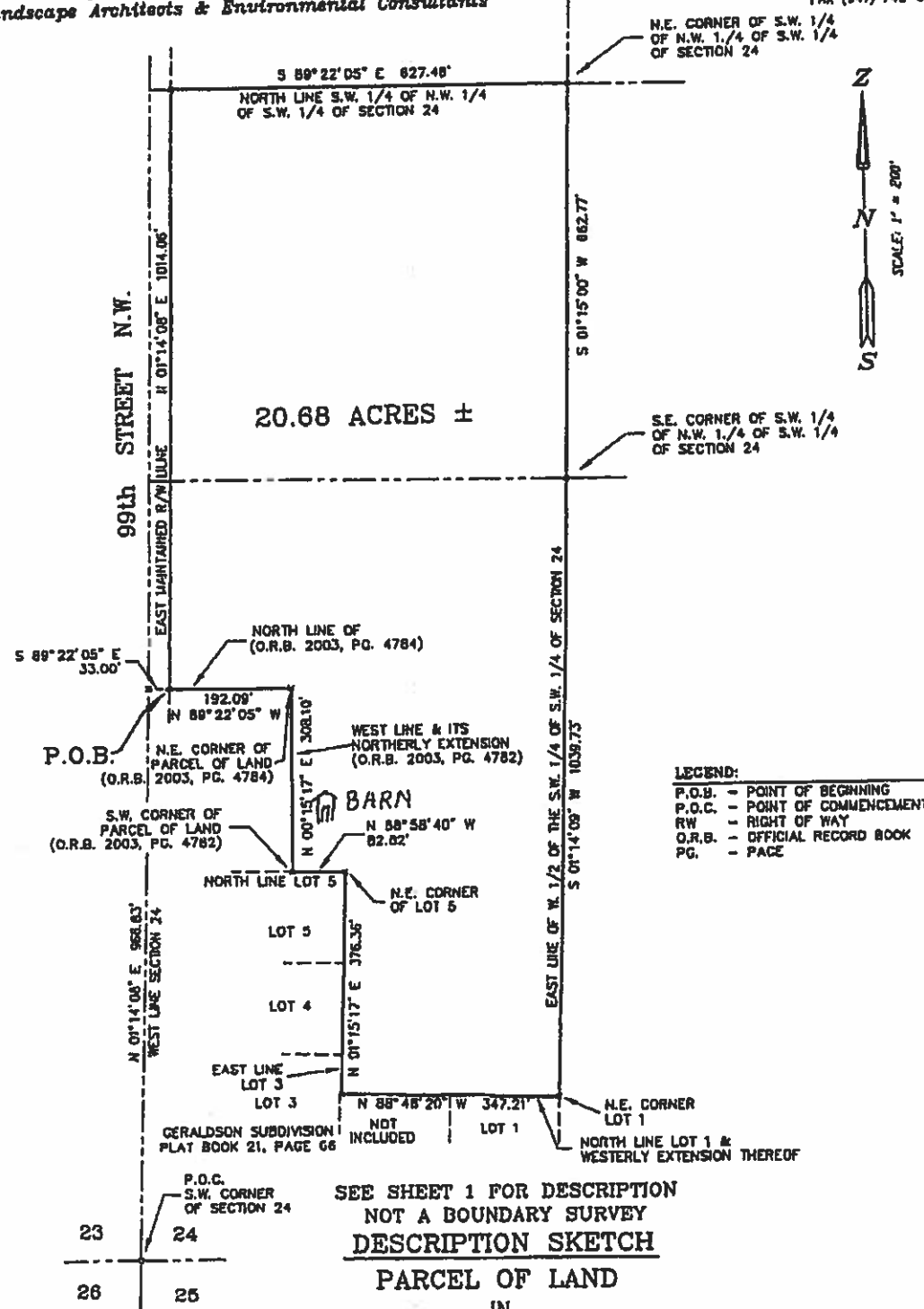
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T:\JAMES\PROFESSIONAL\pms0400.dwg 10:00 4/21/05 T:\JAMES\PROFESSIONAL\pms0400 - .dwt

A

Zoller, Najjar & Shroyer, L.C.
Engineers, Planners, Surveyors
Landscape Architects & Environmental Consultants

CERTIFICATE OF AUTHORIZATION # LB8882
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(841) 748-8080
FAX (841) 748-3747

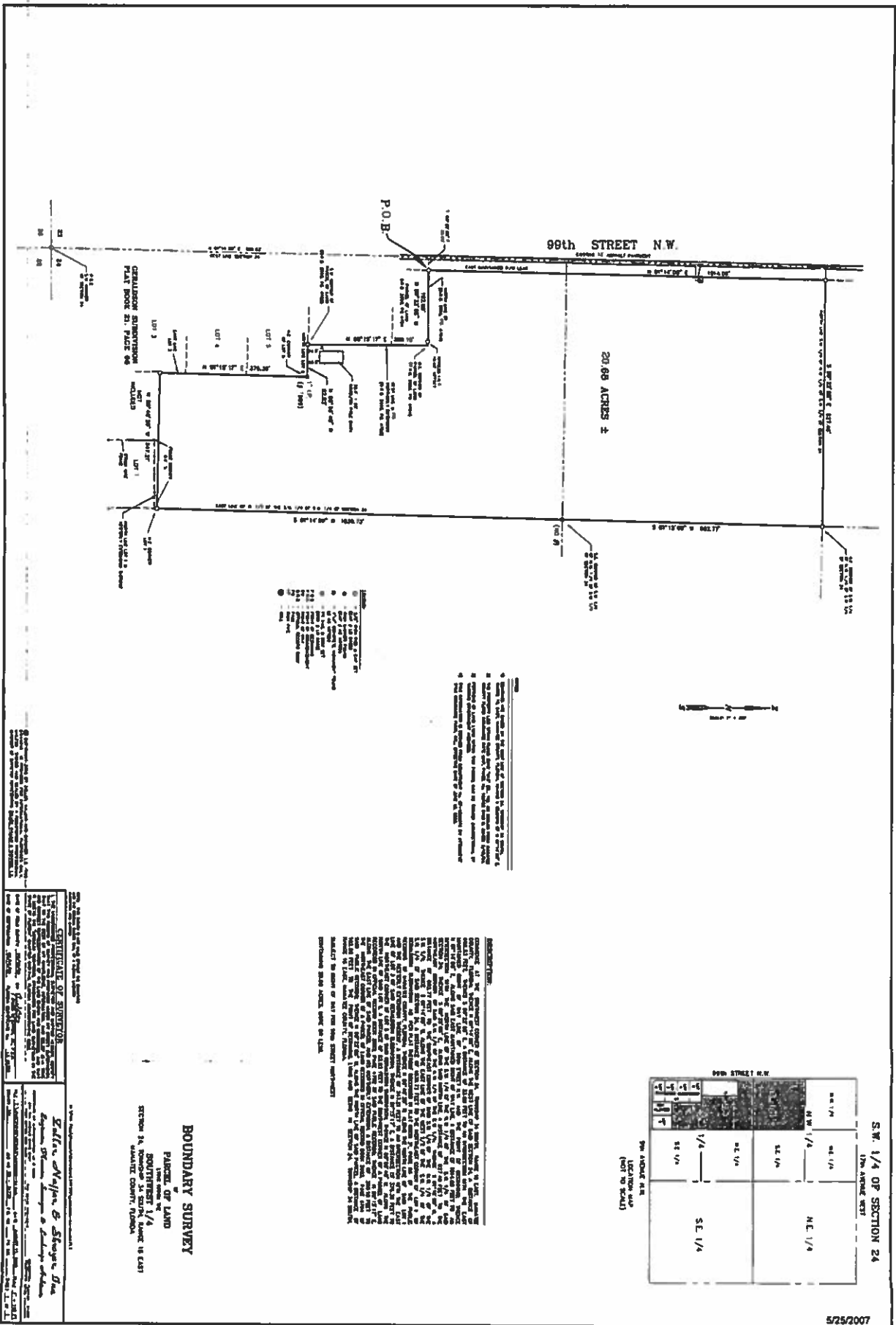


04/19/06

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NOTES:
24. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 24, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 01°14'08" E.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY, CORNERS HAVE NOT BEEN FIELD LOCATED OR SET.

B



20
14
10

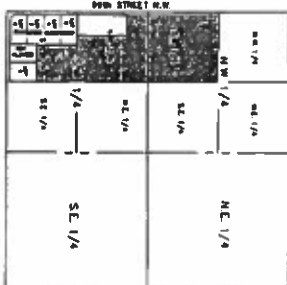
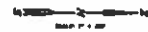
GENERAL SUBDIVISION PLAT BOOK 21, PAGE 98

99th STREET N.W.

20.88 ACRES ±

P.O.B.

- 1. 1/4 SECTION 24, T15N, R10W, S1
- 2. 1/4 SECTION 24, T15N, R10W, S1
- 3. 1/4 SECTION 24, T15N, R10W, S1
- 4. 1/4 SECTION 24, T15N, R10W, S1
- 5. 1/4 SECTION 24, T15N, R10W, S1
- 6. 1/4 SECTION 24, T15N, R10W, S1
- 7. 1/4 SECTION 24, T15N, R10W, S1



S.W. 1/4 OF SECTION 24

BOUNDARY SURVEY
 PARCEL OF LAND
 1/4 SECTION 24, T15N, R10W, S1
 MANATEE COUNTY, FLORIDA

CERTIFICATE OF SURVEY
 I, **Ernie A. Steyer, D.S.**, Registered Professional Surveyor, No. 12579, State of Florida, do hereby certify that I have personally supervised and participated in the making of the above described survey, and that the same is true and correct to the best of my knowledge and belief, and that I am not aware of any fraud or mistake in the same. I have signed this certificate at Manatee County, Florida, this 5th day of May, 2007.
 Ernie A. Steyer, D.S.
 Registered Professional Surveyor, No. 12579, State of Florida

NOTICE:
 The boundary lines of this survey are based on the best available evidence and are subject to change if more reliable evidence is discovered. The surveyor is not responsible for any errors or omissions in this survey, and the boundaries shown hereon are not to be construed as a warranty of title or as a guarantee of accuracy. The surveyor is not responsible for any errors or omissions in this survey, and the boundaries shown hereon are not to be construed as a warranty of title or as a guarantee of accuracy. The surveyor is not responsible for any errors or omissions in this survey, and the boundaries shown hereon are not to be construed as a warranty of title or as a guarantee of accuracy.

EXHIBIT "B"

LESSEE'S PROGRAM

LESSEE shall use the PROPERTY primarily for the purpose of building, developing, operating, and maintaining a community farm that includes a subscription agriculture program, individual plots for gardening, and environmental educational programs, subject to the conditions and limitations in the Lease. LESSEE shall also be authorized to use the PROPERTY for the provision of charitable, educational, scientific, recreational and literary programs serving the community interest and welfare in accordance with the following limitations and restrictions:

1. By September 30th of each year, beginning September 1, 2009. LESSEE shall submit to the COUNTY a program showing generally contemplated activities for the COUNTY fiscal year (beginning October 1 and ending on September 30) and a report in such detail and with such specificity as the COUNTY may reasonably require, detailing the operations, uses and activities for the preceding year.
2. LESSEE shall include in its annual report, a record of fees and charges imposed by LESSEE for participation in its programs during the prior year and such other fiscal and financial information as COUNTY may reasonably require to review and determine the appropriateness of activities and uses on the PROPERTY.
3. In acknowledgment of the fact that the Lease is a Lease of public property in accordance with Florida Statutes, and that the PROPERTY may only be used to serve and promote the community interest and welfare, the Board of County Commissioners shall retain the authority to review the activities and uses from the prior year as well as the contemplated uses. LESSEE shall not be held in default or violation of the provisions of the Lease pertaining to LESSEE'S PROGRAM unless the Board of County Commissioners has in writing advised LESSEE that in the Board's determination, based upon reasonable discretion, the activities and uses of a specific nature do not serve or promote the community interest and welfare and should be discontinued.
4. It is contemplated that consideration and determinations by the Board of County Commissioners with regard to the activities or uses of the PROPERTY shall be made at the time of reviewing the annual report; provided, however, nothing herein shall limit the Board of County Commissioners in furnishing such a determination when the Board becomes aware of inappropriate uses and activities.
5. Any use that is determined to be in violation of the provisions of Florida law that provide for exemption from ad valorem taxes, tangible personal property taxes, or that this Lease is subject to sales taxes shall be considered in violation of the requirements imposed upon LESSEE in the operation of its PROGRAM.

6. Specifically, LESSEE agrees to provide the following programming in support of the community farm and in accordance with the consensus-based Conceptual Management Plan approved by the Board of County Commissioners on September 26, 2006:

- a. Subscription agriculture program (also known as "community-supported agriculture)
- b. Community garden plots provided as is fundable and supported by the community and gardeners. County reserves the right to require a rotational system, acceptable to County that provides for a fair opportunity for residents to participate in Lessee's programs in the event that Lessee's programs reach capacity.
- c. Educational programs related to farming, subscription agriculture, local food growing, processing and preparation, and other agricultural and environmental programs,
- d. Educational events and outreach efforts related to the program
- e. Sales of various books and materials and other fundraising activities will not be prohibited as long as is allowed for through the Lessee's tax-exempt status and revenue generated is returned to the program.

7. Any revenues generated by programs on the Property shall be used solely for funding programs on and improvements to the Property.

8. The granting of the right to use the PROPERTY or facilities to community groups pursuant to a fee schedule or license agreement for the activities of such community organizations serving the public interest and welfare shall not be considered a sublet or subleasing of the facility in violation of the terms of this Lease.

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	Geraldson Community Farm	TYPE AGENDA ITEM	Consent
DATE REQUESTED	May 19, 2009	DATE SUBMITTED/REVISED	May 13, 2009
BRIEFINGS? Who?		CONSEQUENCES IF DEFERRED	Loss of continuity of operations
DEPARTMENT/DIVISION	Natural Resources Department	AUTHORIZED BY TITLE	Charlie Hunsicker, Director <i>Charlie Hunsicker</i>
CONTACT PERSON TELEPHONE/EXTENSION	Charlie Hunsicker, Director ext. 3727	PRESENTER/TITLE TELEPHONE/EXTENSION	Charlie Hunsicker, Director ext. 3727
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	

ACTION DESIRED

INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Approval of the Geraldson Community Farm Lease between Florida West Coast Resource Conservation & Development Council, Inc., and Manatee County, beginning on May 19, 2009, terminating on September 30, 2024.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Board of County Commissioners approves all contracts and agreements.

BACKGROUND/DISCUSSION

- Geraldson Community Farm Conceptual Management Plan, approved by the Board of County Commissioners on September 26, 2006, provided direction for the initial startup of a working community farm on the Geraldson Farm property, acquired by the County in 2005. The agreement provided for the RC&D to be retained as the contractual agent for the County to develop the farm, including a community-supported agriculture (CSA) structure.
- On January 23, 2007, the Board of County Commissioners approved a first-year funding agreement with the RC&D in the amount of \$507,000 to support the initial administrative and capital expenses of the community farming operation, available under the terms of this agreement.
- Geraldson Community Farms provides for the enrollment of subscription farming memberships on a "first come first serve" basis to receive weekly distribution of in-season vegetables grown at Geraldson Community Farm throughout the growing season (November-May). The first season there were 180 memberships, and the second season there are 200. Shares of the harvest are \$450 each.
- As the Board liaison to the Florida West Coast Resource Development Council, Inc., the Natural Resources Department has been working with RC&D to structure a long-term lease agreement which will allow the RC&D community farm program to continue to operate on the property, including allowances for the construction of farm-related buildings and improvements consistent with the Board approved Management Plan and budget. The attached lease drafted by the County Attorney's Office, provides for an initial 15 year lease period and sets forth requirements for obtaining permission for providing buildings and improvements, liability protection, accounting requirements, and terms and conditions pertaining to default or termination. The lease is patterned after similar leases with other not-for-profit organizations which are utilizing publicly-owned County property to carry out their operations.

COUNTY ATTORNEY REVIEW

APPROVED IN OPEN SESSION

Check appropriate box



REVIEWED

Written Comments:

Attached

Available from Attorney (Attorney's initials: _____)

MAY 19 2009

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA



NOT REVIEWED (No apparent legal issues.)



NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)

<input type="checkbox"/>	OTHER
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ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS: <i>Interoffice spill</i>		
Geraldson's Farm Lease (1) Management Plan County Attorney Memo	Please return one completed certified copy of Lease Agreement to Pat Hemmen, Natural Resources Department, for transmittal to RC&D.		
COST:	NA	SOURCE (ACCT # & NAME):	NA
COMMENTS:	NA	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	NA