

Garden Lease

Lessor: City of Racine, a municipal corporation

Lessee: Racine/Kenosha Community Action Agency, Inc., d/b/a Racine Urban Garden Network

Lessee's Address: % Sharon Schulz, 2113 N Wisconsin St, Racine, WI 53402

1. Leased Premises. The LESSOR, in consideration of the payment of the Basic Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the following described premises, which are hereinafter referred to as the "Leased Premises":
1112 Villa Street, Racine, Wisconsin 53403

2. Term of Lease. This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.
Commencing Date: June 1, 2011
Ending Date: May 31, 2012

3. Use of Premises. The premises shall be used and occupied by LESSEE for the following purpose:
To establish an urban flower/vegetable garden, and for related and compatible uses and for no other purpose without the prior written consent of LESSOR.

4. Basic Rent. Rent shall be paid in advance, at the time the lease is signed.
Rent per garden per year: \$1.00
Total Payment: \$1.00
Provided, however, that no rent shall be due if this lease is terminated pursuant to paragraph 8 hereof.

5. LESSEE's Insurance. LESSEE shall maintain during the term of this lease as required by the "Garden Lease Guidelines" upon the leased premises. Such insurance shall: (1) name the City of Racine, its elected and appointed officers, employees and agents as additional insureds; (2) be primary with respect to LESSOR'S insurance or self-insurance program; (3) contain a standard cross liability endorsement; (4) not exclude explosion, collapse and underground property damage; and (5) be written on an "Occurrence" Form policy basis.

6. Indemnity. The LESSEE agrees to indemnify, defend, save, and hold harmless the LESSOR and the City of Racine and any of their agents, officers, or employees from all claims, demands, actions or causes of action of whatever nature or character, whether or not such claims, demands, actions or causes of actions are based upon the acts or omissions (except willful misconduct and negligence of LESSOR, or its agents, officers, or employees) arising directly or indirectly: 1) out of the acts of LESSEE, its employees, students, agents or program participants relating to the use of said premises; 2) from the soil, groundwater or water run-off contaminants, pollutants, or hazardous waste affecting the garden area, and/or the use of fertilizer(s), pesticide(s), or other applied chemical or

organic material(s) on said premises; 3) from the consumption or ingestion of any material, substance or vegetation grown on said premises; 4) arising out of the acts or omissions of third-parties; and 5) without regard to whose negligence caused the costs, damages, expenses or liability.

Subject to paragraph 8. hereof, it is fully understood and agreed that LESSEE is aware of the conditions of the leased premises and leases the same "as is". LESSEE acknowledges that LESSOR does not warrant or guarantee the suitability of the premises, soil or groundwater conditions for the growing of edible or ingestible vegetation.

7. Right of Entry. At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter upon the Leased Premises during reasonable business hours for the purpose of examining and inspecting the same.
8. Testing for Hazardous Materials. The LESSEE shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the LESSOR. If the leased premises has been previously used for commercial or industrial purposes, the lessee shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs). Notwithstanding anything in this agreement or anything else to the contrary, the City of Racine does not make any warranty, either express or implied, on the condition of the premises with respect to the existence or non-existence of hazardous materials on the premises or the premises being fit for the intended use of or by the LESSEE.
9. Damage Deposit. A damage deposit of \$250.00 will be waived by the LESSOR with the understanding that if the Leased Premises is not cleaned up and all fencing removed upon termination of the growing season no further leases shall be made between the LESSEE and the LESSOR.

Upon termination of this Lease, LESSEE agrees to and will at its own expense remove any fence or other physical barrier on or around the garden area. If LESSEE fails to remove the physical barrier upon due notice, it shall be removed by LESSOR and the privileged area restored at the expense of LESSEE; and should it become necessary for LESSOR to remove the physical barrier and restore the garden area pursuant to the provisions of this paragraph, LESSEE agrees for itself and for its heirs, assignees and successors that it shall make payment to the LESSOR within thirty (30) days of demand.

10. Additional Provisions. LESSEE is solely responsible for maintenance of the property, including but not limited to maintenance of the security fence and weed control, and to ensure compliance in all other ways with the Code of Ordinances of the City of Racine. Further, the following minimum maintenance standards must be met by Eligible Participant:
 - A. Soil shall not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property. Soil may be redistributed and

graded at LESSEE'S discretion, but LESSEE must ensure drainage and grading requirements are met.

- B. The Leased Premises shall be kept free of trash.
- C. Grass shall be cut both on lot and on adjacent boulevard on a regular basis, as necessary.
- D. Any fences, screening, lattice work, compost bins, etc. must be removed from the Leased Premises upon expiration of the lease, unless prior written permission is obtained from CITY OF RACINE.
- E. The Leased Premises shall be cleaned of all plant materials upon expiration of the lease.
- F. Composting of vegetable matter shall be allowed during the lease period.
- G. LESSEE shall be permitted to erect or install such fencing or other barrier around the whole or a part of the garden area to restrict access by wildlife and/or human trespassing. Such fencing shall meet applicable Building Codes, including any permit(s) requirement(s). LESSEE shall obtain any necessary permits at its sole cost and expense.

11. Public Access. LESSEE shall coordinate and recruit additional volunteers from the adjoining neighborhood.

12. Termination of the Lease. The LESSOR or LESSEE reserves the right to terminate the Lease for any reason at any time, provided either gives the other at least thirty (30) days written notice of the termination.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of July, 2011.

CITY OF RACINE (Lessor)

By: _____

John T. Dickert, Mayor

By: _____

Janice M. Johnson-Martin, City Clerk

Approved as to form:

Robert K. Weber

Robert K. Weber
City Attorney

LESSEE:

RACINE/KENOSHA COMMUNITY ACTION AGENCY, INC.

I have read this release and waiver of liability, fully understand its terms, and understand that I have given up substantial rights by signing it.

By: _____

Print Name: Sharon F. Schwitz

Title: CEO

By: _____

Print Name: MARVIN H. LETVEN

Title: PRESIDENT - RUGEN

Garden Lease Guidelines

Purpose

The purpose of the Garden Lease Program is to lease appropriate Redevelopment Authority and City of Racine vacant land throughout the City to non-profit corporations for urban vegetable and/or flower gardens. It is hoped that the provision of public land for gardening will promote a sense of community and empowerment and create mutual benefit through the shared use of land in the tradition of self-help.

Eligible Participants

Non-profit corporations which are organized according to Internal Revenue Service Code 501(c)(3), or which have an application for such legal status pending (the "Eligible Participants") may lease vacant lots from the Redevelopment Authority for use as urban gardens. The attached Application for Garden Lot (the "Application") must be submitted to the Redevelopment Authority. Articles of Incorporation and Annual Report for the current year for the Eligible Participant must be attached to the Application.

Eligible Lots

The Redevelopment Authority will lease any of its vacant lots for which there is no proposed development plans to Eligible Participants for use as an urban garden. Eligible Participants must obtain both approval of the appropriate District Planning Council and a letter of support from the appropriate City Council member for the proposed garden lot. Lots will be leased on a first-come, first-served basis. Preference for a particular garden lot will be given to the Eligible Participant which had leased that lot in the previous year.

Specifications of Garden Lease

The following conditions will be incorporated into a lease to be executed by the Eligible Participant and the Redevelopment Authority (any deviation from these standard terms must be approved by the Redevelopment Authority Board):

I. Usage of Garden Lots: The garden lots must be used solely as an urban garden for the cultivation of annual vegetables and/or flowers. No other usage will be allowed. No permanent surface improvements are allowed. No motorized vehicles are allowed on the premises for any reason.

II. Basic Rent: Rent will be \$1 per year per site during the growing season. Rent must be paid in advance at the time the lease is executed.

III. Insurance Requirements: A certificate of insurance must be provided with the following coverage:

A. Workers' Compensation Insurance at statutory limits and Employment Practices Liability Insurance of not less than \$200,000 per incident.

B. Comprehensive General Liability Insurance including blanket contractual liability coverage and personal liability in the minimum amount of \$1,000,000 per occurrence, combined coverage, as evidenced by proof of insurance submitted to City Attorney.

Such insurance shall:

C. Name both the "Redevelopment Authority of the City of Racine, Wisconsin, and the City of Racine, their elected and appointed officers, employees and agents" as additional insureds;

D. Be primary with respect to the Lessor's self-insurance program;

E. Contain a standard cross liability endorsement;

F. Be written on an occurrence basis.

IV. Indemnity: The Eligible Participant agrees to indemnify, hold harmless and covenants NOT TO SUE the Redevelopment Authority and the City of Racine, their officers, departments, employees, agents and volunteers for any costs, damages, attorneys fees, expenses (no limitation) or liability for personal injuries, bodily injuries, death, property damage or theft of personal belongings sustained by the undersigned, participants or citizens receiving produce which arises directly or indirectly: 1) out of the acts of Eligible Participant, its employees, students, agents or program participants relating to the use of said premises; 2) from the soil, groundwater or water run-off contaminants, pollutants, or hazardous waste affecting the garden area, and/or the use of fertilizer(s), pesticide(s), or other applied chemical or organic material(s) on said premises; 3) from the consumption or ingestion of any material, substance or vegetation grown on said premises; 4) arising out of the acts or omissions of third-parties; and 5) without regard to whose negligence caused the costs, damages, expenses or liability.

It is understood that the Eligible Participant, its agents, employees, volunteers and citizen participants may be exposed to: 1) adverse weather conditions and are solely responsible for appropriate clothing; 2) insects, vermin and other wildlife that may result in bodily injury, 3) soil, groundwater or water run-off contaminants, pollutants, or hazardous waste affecting the garden area, and/or the use of fertilizer(s), pesticide(s), or other applied chemical or organic material(s) resulting in acute or chronic health problems.

The Eligible Participant is aware of the conditions of the proposed garden lot and leases the same "as-is." Eligible Participant acknowledges that Redevelopment Authority does not warrant or guarantee the suitability of the premises, soil or groundwater conditions for the growing of edible or ingestible vegetation.

V. Testing for Hazardous Materials: Eligible Participant shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the Redevelopment Authority. If the leased premises has been previously used for commercial or industrial purposes,

the lessee shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs).

VI. Damage Deposit: A damage deposit of \$250 may be waived by the Redevelopment Authority with the understanding that no future leases will be made if the Eligible Participant does not maintain the garden lot according to the maintenance standards described below, or fails to remove any fencing at the end of the growing season.

Upon termination of this Lease, Eligible Participant agrees to and will at its own expense remove any fence or other physical barrier on or around the garden area. If Eligible Participant fails to remove the physical barrier upon due notice, it shall be removed by Redevelopment Authority and the privileged area restored at the expense of Eligible Participant; and should it become necessary for Redevelopment Authority to remove the physical barrier and restore the garden area pursuant to the provisions of this paragraph, Eligible Participant agrees for itself and for its heirs, assignees and successors that it shall make payment to the Redevelopment Authority within thirty (30) days of demand.

VII. Maintenance of Garden Lots: Eligible Participant is solely responsible for maintenance of the property, including but not limited to maintenance of the security fence and weed control, and to ensure compliance in all other ways with the Code of Ordinances of the City of Racine. Further, the following minimum maintenance standards must be met by Eligible Participant:

- A. Soil must not be tilled closer than four feet from public sidewalks, alleys, streets, and adjoining privately owned property. Grass must be grown and maintained around the perimeter of tilled area and on boulevard.
- B. Grass must be cut both on lot and on boulevard on a regular basis. Grass must not exceed three inches in length at any time.
- C. Composting of vegetable matter will be allowed during the lease period.
- D. The leased premises must be kept free of trash and debris.
- E. Any fencing, screen, lattice work, compost bins, etc. must be removed at the end of the lease period, unless prior written permission is obtained from Redevelopment Authority.
- F. All plant material must be removed from the lot at end of lease period.
- G. Fencing or other barrier around the whole or a part of the garden area to restrict access by wildlife and/or human trespassing shall be permitted. Such fencing shall meet applicable Building Codes, including any permit(s) requirement(s). LESSEE shall obtain any necessary permits at its sole cost and expense.

VIII. Termination of Lease: The Eligible Participant or the Redevelopment Authority may terminate the lease for any reason at any time, provided that thirty (30) days written notice is given.

IX. Notification of Proposals: Upon receipt from a private party of a proposal to purchase a Redevelopment Authority or City of Racine parcel which is being leased under the Garden Lease Guidelines, City Development Department staff shall schedule a public hearing before the Redevelopment Authority to consider disposition of the parcel.