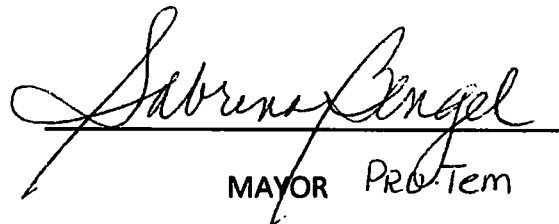


RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Lease Agreement dated August 27, 2013 by and between the City of New Bern and the North Carolina Coastal Land Trust, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same in duplicate for and on behalf of the City.

ADOPTED THIS 27th DAY OF AUGUST, 2013.


MAYOR Pro Tem



CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 1st day of August, 2013, by and between the CITY OF NEW BERN ("Lessor"), a North Carolina municipal corporation, and NORTH CAROLINA COASTAL LAND TRUST, ("Lessee"), a nonprofit North Carolina corporation, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the Lessor owns real property known as Henderson Park located at 940 Chapman Street, New Bern, NC identified as Craven County parcel numbers 8-013-191 and 8-013-207; and

WHEREAS, the Lessor has agreed that the Lessee may lease a portion of Lessor's real property, depicted as "Proposed Garden Lot" consisting of approximately 52,675 Sq. Ft. or 1.21 acres, more or less, as described and shown on Exhibit A attached hereto (the "Premises") for the purposes of establishing a community garden to be used in conjunction with providing rehabilitation and work training to homeless and disabled veterans; and

WHEREAS, the Lessor has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging to it, the said Lessee, its successors and assigns, for the term and upon the conditions hereinafter set forth:

1. The term of this Lease shall be for a period of sixty-four (64) months commencing at 12:01 a.m. on August 1, 2013, and terminating at midnight on November 30, 2018.

2. During the term of this Lease, the Lessee shall be responsible for maintaining and repairing the structures and improvements to be erected so that the Lessor will have no

obligation whatsoever with respect to the maintenance or repair of the same during the term of this Lease.

3. The Lessor shall maintain hazard insurance on the improvements located on the Premises in such amount as Lessor may determine in its sole discretion. Lessor shall also maintain general liability insurance in such amount as it deems necessary to protect the City of New Bern. The Lessee shall pay to the Lessor, on or before the 1st day of October, 2013, the actual expenses incurred by the Lessor to provide said coverage, both hazard and liability, but no more than the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). In lieu of payment of Lessor's expense in providing general liability insurance in connection with the use of the Premises, Lessee may, if it elects to do so, carry its own liability insurance in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), so long as the City of New Bern is a named insured therein. In such event, the Lessee shall provide the Lessor with a Certificate of Insurance.

4. Should the Premises be damaged or destroyed by fire, the Lessor shall be under no obligation to repair or replace the improvements located on said Premises, and, should it elect not to repair or replace, this Lease shall thereupon terminate, unless the Lessee shall advise the Lessor, in writing, within thirty (30) days of the date of damage or destruction, that it proposes, at its own expense, to repair or replace the improvements located on said Premises and proceeds to do so within ninety (90) days of the loss.

5. As rental for the said Premises, the Lessee agrees to maintain the Premises, as hereinabove set forth, and to pay the sum of ONE DOLLAR (\$1.00) per annum during the term of this Lease, with the first payment to be made contemporaneously with the execution of this Lease.

6. The Lessee agrees to utilize the Premises for establishing a community garden to be used in conjunction with providing rehabilitation and work training to homeless and disabled veterans.

7. Upon obtaining all required permits, the Lessee shall have the right to construct, erect, maintain, place and replace structures, equipment and improvements incident to the use of the property as described in Section 6 above, including but not limited to sheds, greenhouses, raised garden beds, compost bins, cisterns, trellis, irrigation and lighting systems, at the Premise during the term of this Lease consistent with the terms of such permits. Such structures,

equipment and improvements, together with all personal property placed in and about the Premises by the Lessee shall be and remain the property of the Lessee and may be removed by it upon the termination of this Lease for any reason or at any time.

8. Lessee may assign this Lease to Veterans Employment Base Camp and Organic Garden ("Veterans Garden"), a North Carolina corporation, provided that Veterans Gardens shall have received notice from the Internal Revenue Service that it is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity; Lessee shall not assign this Lease nor sublet any part of the demised property to any other entity without written consent of the Lessor.

9. It is expressly agreed that, if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this Lease terminated and cancelled and take possession of said Premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said Premises or sent by certified mail to the Lessee at the following address:

North Carolina Coastal Land Trust
131 Racine Drive, Suite 202
Wilmington NC 28403
Att'n: Legal Department

And

Veterans Base Camp and Organic Garden
419 Conner Grant Rd
New Bern NC 28562
Att'n: Ms. Lovay Wallace-Singleton

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its corporate name by its Mayor Pro Tem and its corporate seal to be affixed and attested by its City Clerk, and Lessee has caused this instrument to be executed in its corporate name by its President and its corporate seal affixed, all as of the day and year first above written, this Agreement being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF NEW BERN

By: Sabrina Bengel
Mayor Pro Tem

ATTEST:

Veronica Evans-Mattocks
City Clerk

[SEAL]

NORTH CAROLINA COASTAL LAND TRUST

By: _____
President

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Brenda B. Espinosa-Blanco, a notary public in and for said county and state, do hereby certify that on the 27th day of August, 2013, before me personally appeared SABRINA BENGEL with whom I am personally acquainted, who, being by me duly sworn, says that she is the Mayor Pro Tem and that VERONICA E. MATTOCKS is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that she knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor Pro Tem; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this 27th day of August, 2013.

Brenda B. Espinosa-Blanco
Notary Public

My commission expires:

3/9/18

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a notary public in and for said county and state, do hereby certify that on the _____ day of _____, 2013, before me personally appeared Kevin Hicks, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President of North Carolina Coastal Land Trust; that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said instrument was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said President acknowledged that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this _____ day of _____, 2013.

Notary Public

My commission expires:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt resolution approving lease agreement with NC Coastal Land Trust for Veterans Employment Base Camp and Organic Garden.

Date of Meeting 8/27/2013

Ward # if applicable Ward 2

If multiple, list:

Department Parks & Recreation

Person Submitting Item: Thurman C. Hardison

Call for Public Hearing Select...

Date of Public Hearing

Explanation of Item:

This is a follow up to the July 23, 2013 presentation regarding the lease of property to develop a community garden at Henderson Park.

Actions Needed by Board:

Approve resolution to lease property with Veterans Employment Base Camp and Organic Garden for community garden at Henderson Park in designated area of park.

Is item time sensitive? Yes

Will there be advocates/opponents at the meeting? No

Backup Attached:

1. Memo
2. Resolution
3. Attachments: site map (Henderson Park); lease agreement

Cost of Agenda Item: in-kind

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : Select...

Additional notes:

--

MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN
Mike Epperson, City Manager

FROM: Thurman C. Hardison, Director of Parks and Recreation

DATE: August 21, 2013

SUBJECT: Property Lease Agreement...Veterans Employment Base Camp and Organic
Garden at Henderson Park

Please find documentation relative to the above request, in the form of a lease agreement. The North Carolina Land Trust has requested that the City lease a designated portion of the City's Henderson Park property (see attached map), in order to create an organic garden to serve both local veterans and the immediate community. The dimensions of the request are outlined on the map.

This poses no issues to the general use of the park, and has the possibility of providing health and wellness opportunities for participants. I am in agreement with the request.

Thank you for your consideration.

Veterans Employment Base Camp & Organic Garden at the City of New Bern's Henderson Park



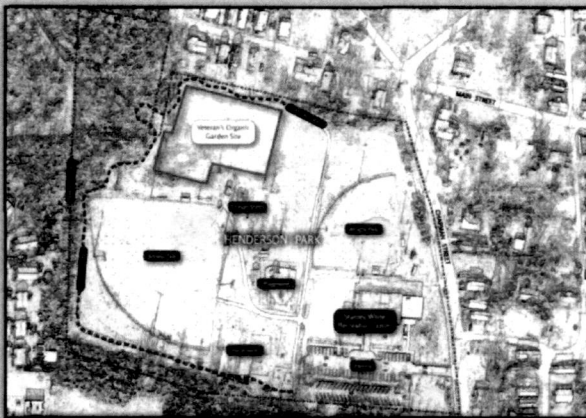
Our Vision

Decrease veteran homeless population.
Increase quality of life for disabled veterans.
Increase organic produce availability.

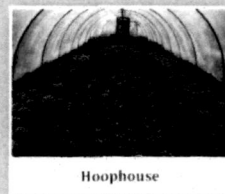


Our Mission

Provide transitional employment for homeless
& disadvantaged veterans.
Providing rehabilitation for disabled veterans
using Horticulture Therapy.



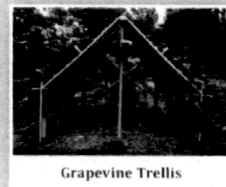
**Site of the Veteran's Employment Base Camp & Organic Garden
in Henderson Park, New Bern, North Carolina**



Hoophouse



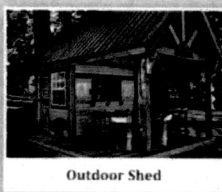
Raised Garden



Grapevine Trellis



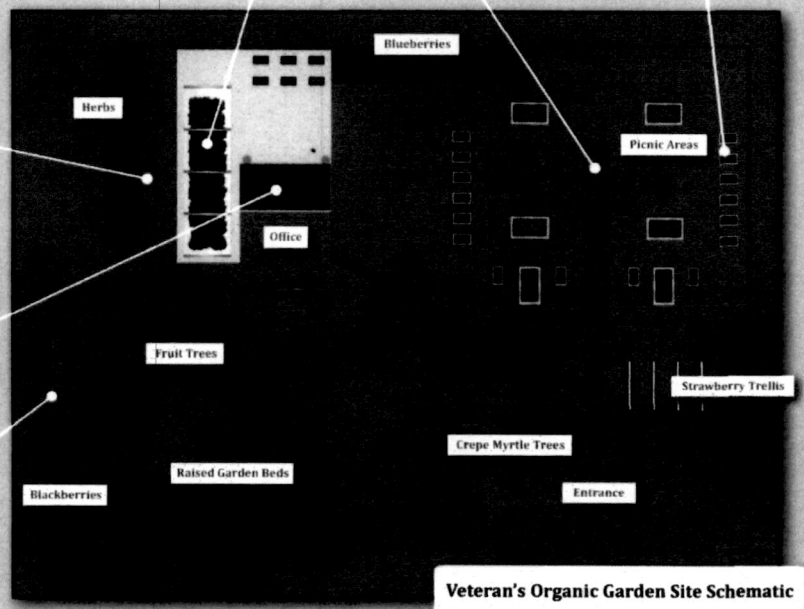
Accessible Gardens



Outdoor Shed



Compost Bins



Veteran's Organic Garden Site Schematic

www.veteransorganicgarden.com 252-637-9350 lovay@embarqmail.com

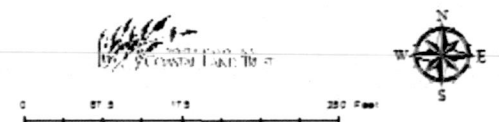


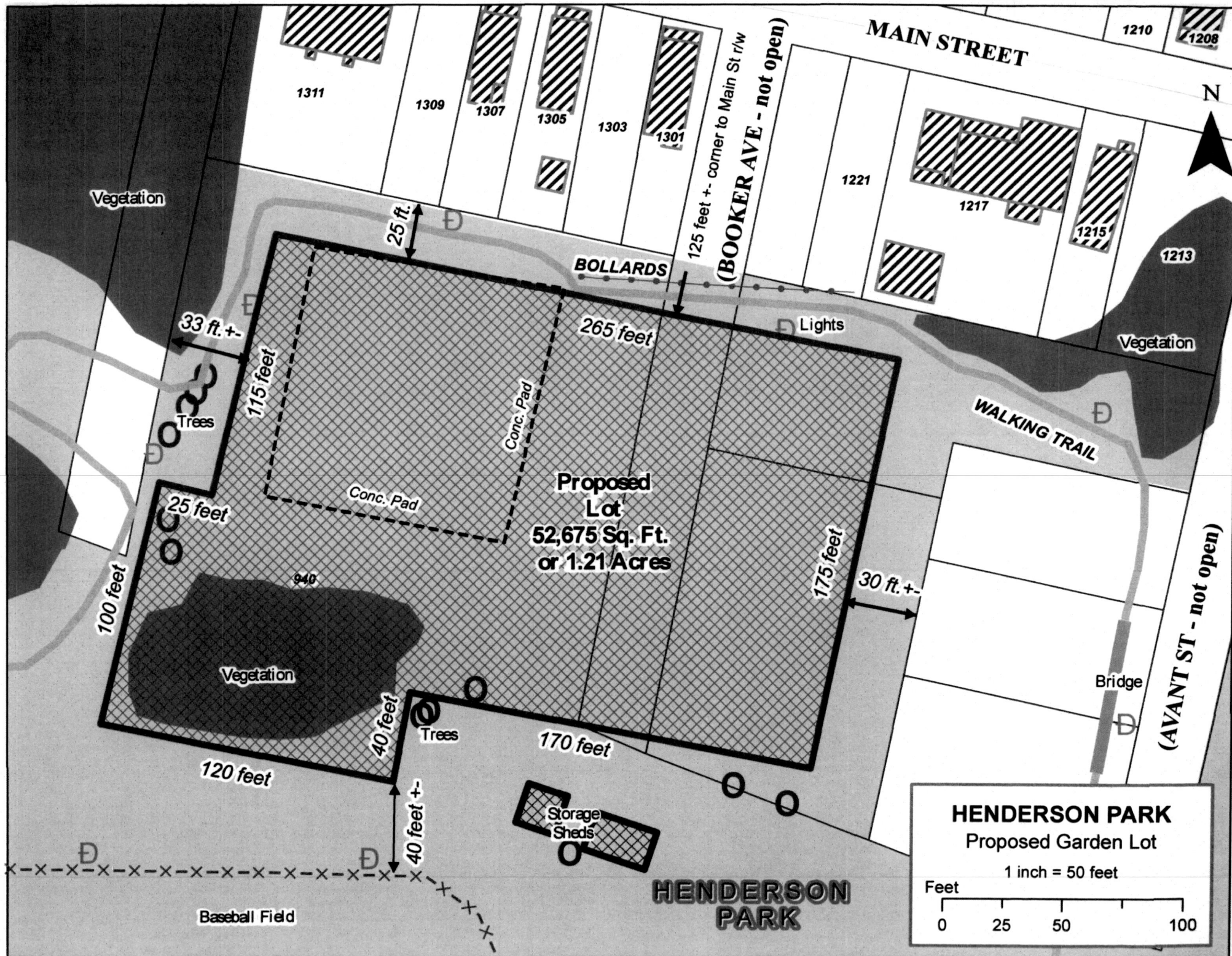
Funding for this display was provided by the Conservation Trust for North Carolina
through a grant from the Z. Smith Reynolds Foundation.

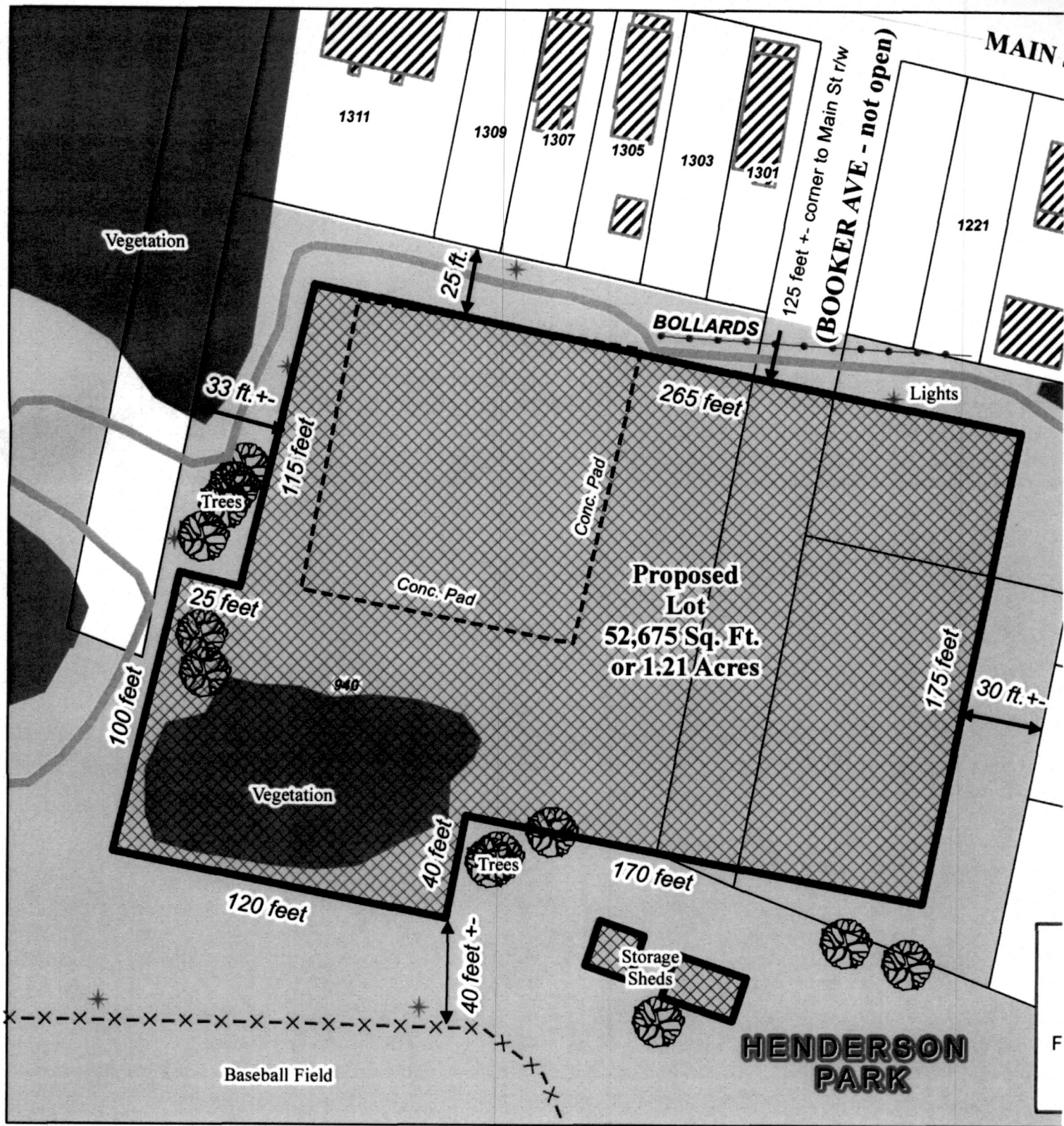




Veteran's Employment Base Camp and Organic Garden
Stanley White Recreation Area
City of New Bern, NC
Aerial 2012







Veterans Employment Base Camp
and Organic Garden

252-617-2848
419 Conner Grant Rd.
New Bern, NC 28562

1162

68-7497/2560

DATE

1/29/19

PAY
TO THE
ORDER OF

City of New Bern
Five

\$ 5.00

DOLLARS



Security
Features
Details on
Back

Navy Federal Credit Union
PO Box 3000
Merrifield, VA 22119-3000

We grow Vets one at a time!

FOR

5 year lease

Loray W. Simpson

001162 256074974

701488054100

Robinson and Stith Insurance

P. O. Box 177, New Bern, NC 28563

252-633-1174

August 16, 2018

Veterans Employment Base Camp
and Organic Garden
419 Conner Grant Rd.
New Bern, NC 28562

Dear Lovay Singleton:

Re: United States Liability Ins Co - Commercial Package Policy
Policy Number: NBP1553406C
Effective Date: 08/15/18

We are enclosing renewal of the above policy. The company will bill you for the premium.

Please review the policy and call me if you have questions about coverages, values, billings, or any other aspect of your policy.

We appreciate your business and hope that we may service all your insurance needs. Remember that we are a full service INDEPENDENT AGENT offering automobile, homeowners, mobile homeowners, boat, and all forms of business insurance as well as health and life insurance at competitive prices. Call us at 252-633-1174 if we can be of service.

Thank you for your business. We appreciate it!

Sincerely,



Jim Robinson, CLCS
Customer Service Agent

Enclosure

NBP1553406B

Renewal of Number

*** RENEWAL CERTIFICATE ***

Direct Bill Policy

POLICY DECLARATIONS

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

No. NBP1553406C

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

Veterans Employment Base Camp and Organic Garden

**419 Conner Grant Rd
New Bern, NC 28562**

POLICY PERIOD: (MO. DAY YR.) From: 08/15/2018 To: 08/15/2019

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non Profit Organization

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1553406B IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	\$345.00
Businessowners Property Coverage Part	\$63.00
Management Liability Coverage Part	\$323.00

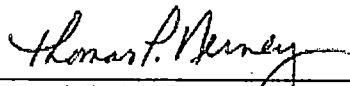
TOTAL: \$731.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **ROBINSON & STITH INSURANCE (4345)**
PO Box 177
New Bern, NC 28563

Issued: 08/16/2018 11:49 AM

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NBP1553406C

Effective Date: 08/15/2018

FORMS AND ENDORSEMENTS

12:01 AM STANDARD TIME

The following forms apply to multiple coverage parts

Endt#	Revised	Description of Endorsements
BP 15 05	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP0003	01/10	Businessowners Coverage Form
BP0116	02/14	North Carolina Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP0419	01/06	Amendment - Liquor Liability Exclusion - Exception For Scheduled Activities
BP0461	01/10	North Carolina Windstorm Or Hail Exclusion
BP-101	02/15	Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
* BP-115	07/08	Protective Devices Or Services Provisions
BP-124	07/08	Event Limitation Endorsement
BP-145 NPP	06/10	Blanket Additional Insured Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179	10/12	Amendment of Liquor Liability Exclusion
BP-183	05/13	Infringement Of Copyright, Patent, Trademark Or Trade Secret Endorsement
BP-193	08/14	Limits Of Insurance Under Multiple Coverage Parts
* BP-201	09/16	Coverage Extension - Education Services
BP-40	03/11	Molestation Or Abuse Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-500	11/11	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors And Subcontractors
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EOD (01/95)

All other terms and conditions remain unchanged.

Page 1 of 2

EXTENSION OF DECLARATIONS

Policy No. NBP1553406C

Effective Date: 08/15/2018

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
* DO-100	05/17	Directors and Officers Coverage Part
* DO-281	05/17	Defense Within Limits Endorsement
* DO-283	05/17	Data and Security Plus Endorsement
* DO-GTC	05/17	General Terms and Conditions
* DO-NC	09/17	North Carolina State Amendatory Endorsement
NTE	01/15	Notice Of Terrorism Exclusion
NPP Jacket	09/10	Non Profit Package Policy Jacket

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP1553406C

Effective Date: 08/15/2018

12:01 AM STANDARD TIME

DESCRIPTION OF PREMISES

Prem	Bldg	Location, Construction, Occupancy and Other Information	Territory	Fire Code
1	1	901 Chapman Street Bldg 1, New Bern, NC 28560 Description: Non-Profit Directors and Officers Covered Causes of Loss: Special Excluding Wind And Hail Construction: Frame Special Deductible: None Special Deductible Type:	002	0542
2	1	901 Chapman Street Bldg 2, New Bern, NC 28560 Description: Non-Profit Directors and Officers Covered Causes of Loss: Special Excluding Wind And Hail Construction: Frame Special Deductible: None Special Deductible Type:	002	0702

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

Prem	Bldg	Coverage	Limits of Insurance	Deductible	Coinsurance % or Monthly Indemnity	+ Valuation	Premium
1	1	Building	\$5,000	\$1,000		ACV	\$18
1	1	Business Income and Extra Expense	\$12,500	\$0			Included
1	1	Business Personal Property	\$10,000	\$1,000		RC	\$15
2	1	Building	\$5,000	\$1,000		ACV	\$15
2	1	Business Income and Extra Expense	\$12,500	\$0			Included
2	1	Business Personal Property	\$10,000	\$1,000		RC	\$15

MINIMUM PREMIUM FOR PROPERTY COVERAGE PART: \$50

TOTAL PREMIUM FOR PROPERTY COVERAGE PART: \$63

MP - minimum premium

+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof
FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.