

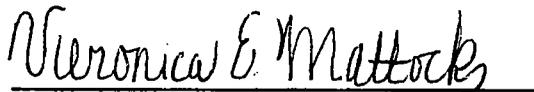
**RESOLUTION**

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 1<sup>st</sup> 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 1<sup>st</sup> 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 27<sup>th</sup> 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 27<sup>th</sup> 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**

**Ward # if applicable**

**If multiple, list:**

**Department**

**Person Submitting Item:**

**Call for Public Hearing**

**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?**

**Will there be advocates/opponents at the meeting?**

**Backup Attached:**

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

**Cost of Agenda Item:**

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

**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



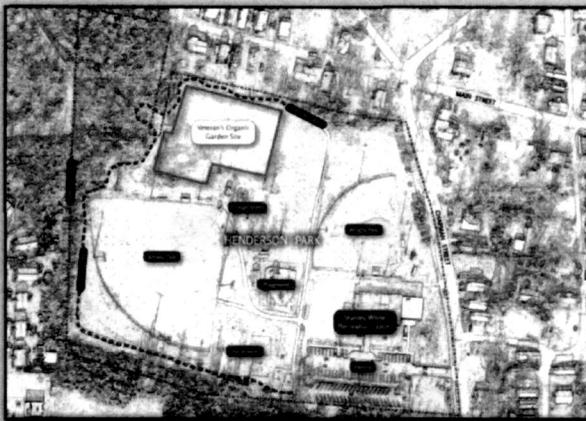
## Our Vision

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

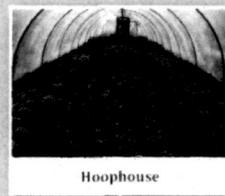


## Our Mission

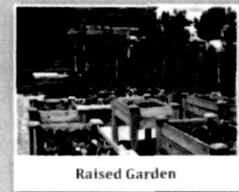
Provide transitional employment for homeless  
& disadvantaged veterans.  
Providing rehabilitation for disabled veterans  
using Horticulture Therapy.



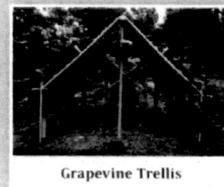
Site of the Veteran's Employment Base Camp & Organic Garden  
in Henderson Park, New Bern, North Carolina



Hoophouse



Raised Garden



Grapevine Trellis



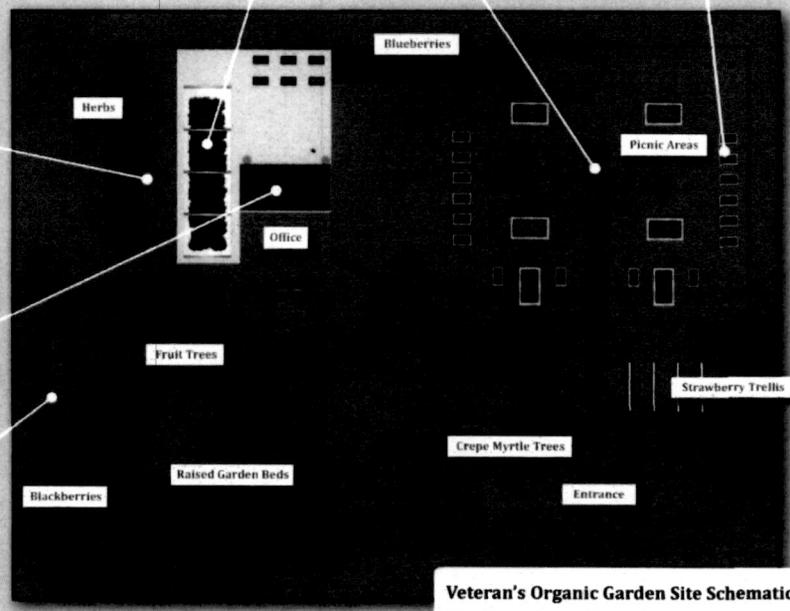
Accessible Gardens



Outdoor Shed



Compost Bins



Veteran's Organic Garden Site Schematic

[www.veteransorganicgarden.com](http://www.veteransorganicgarden.com) 252-637-9350 [lovay@embarqmail.com](mailto: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

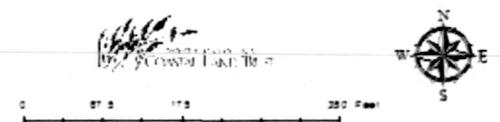
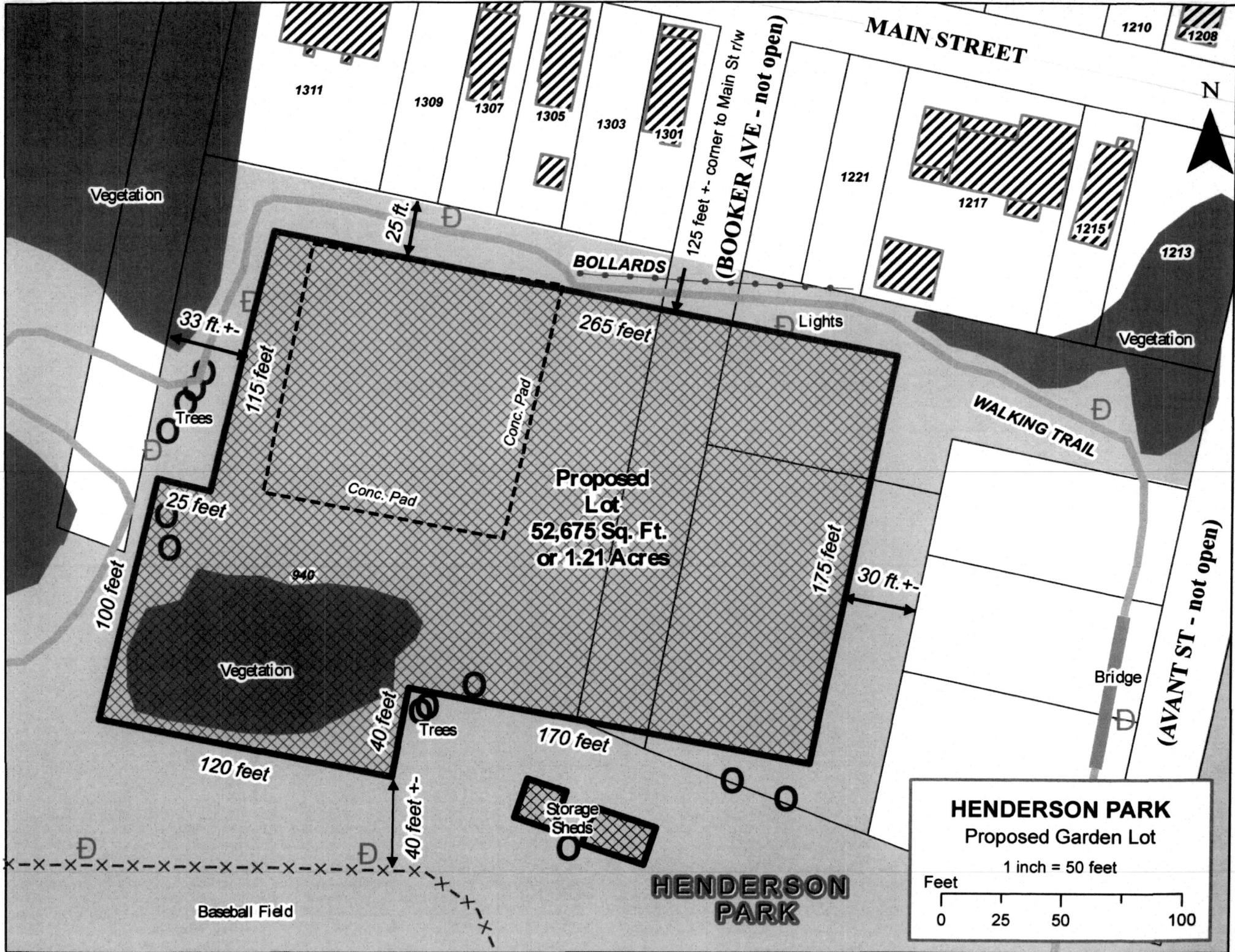


EXHIBIT A



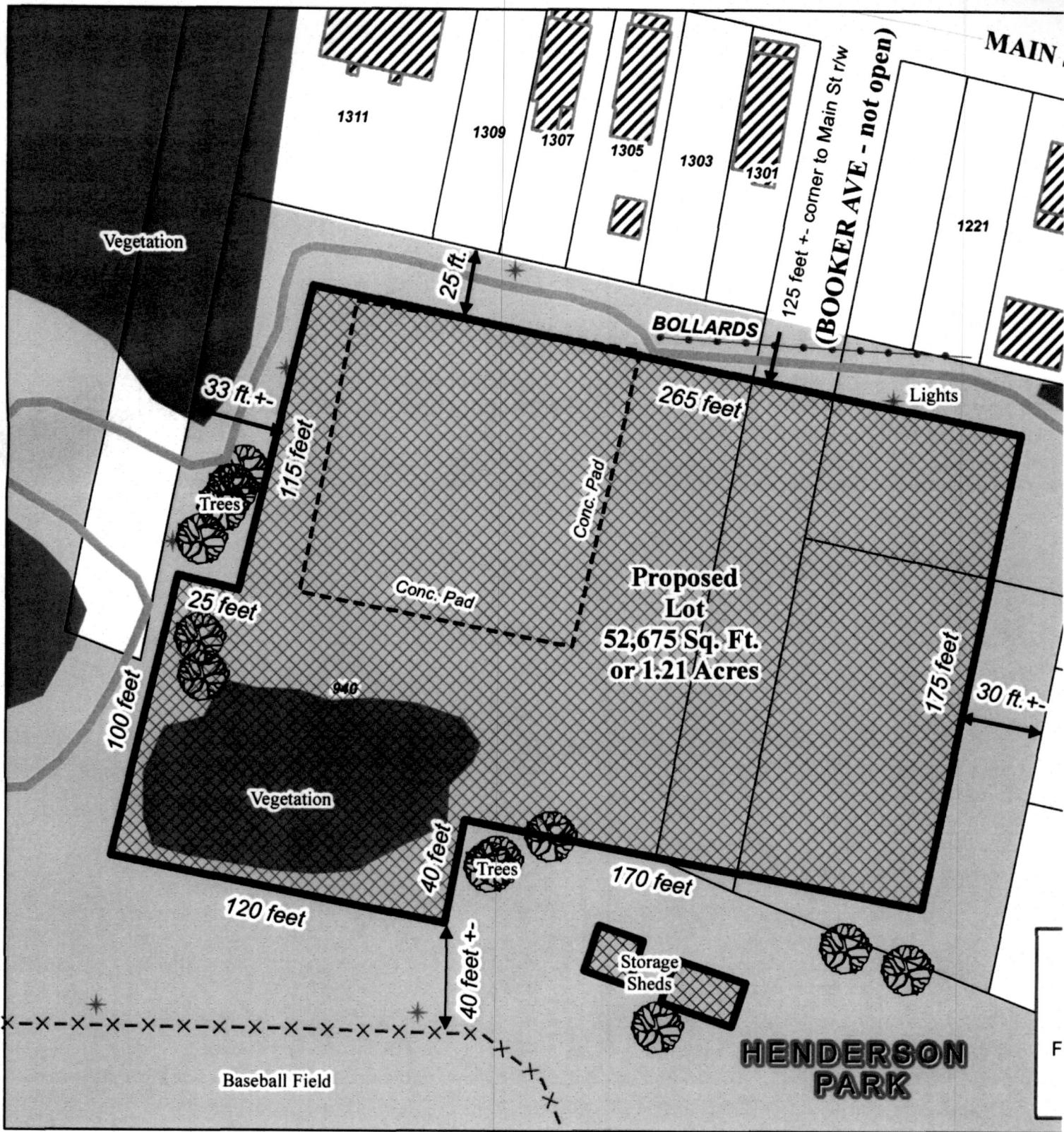
**Proposed Lot**  
**52,675 Sq. Ft.**  
**or 1.21 Acres**

**HENDERSON PARK**  
 Proposed Garden Lot

1 inch = 50 feet

Feet

0 25 50 100



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. Singleton

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

**United States Liability Insurance Company**

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

**POLICY DECLARATIONS**

**No. NBP1553406C**

**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.**

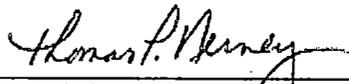
|                                        | PREMIUM         |
|----------------------------------------|-----------------|
| Businessowners Liability Coverage Part | \$345.00        |
| Businessowners Property Coverage Part  | \$63.00         |
| Management Liability Coverage Part     | \$323.00        |
| <b>TOTAL:</b>                          | <b>\$731.00</b> |

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.

## 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**

| <i>Prem</i> | <i>Bldg</i> | <i>Location, Construction, Occupancy and Other Information</i>                                                                                                                                                                                                     | <i>Territory</i> | <i>Fire Code</i> |
|-------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|
| 1           | 1           | 901 Chapman Street Bldg 1, New Bern, NC 28560<br>Description: <b>Non-Profit Directors and Officers</b><br>Covered Causes of Loss: <b>Special Excluding Wind And Hail</b><br>Construction: <b>Frame</b><br>Special Deductible: <b>None</b> Special Deductible Type: | 002              | 0542             |
|             |             |                                                                                                                                                                                                                                                                    | Protection Class | 3                |
|             |             |                                                                                                                                                                                                                                                                    | Square Footage:  | 250              |
| 2           | 1           | 901 Chapman Street Bldg 2, New Bern, NC 28560<br>Description: <b>Non-Profit Directors and Officers</b><br>Covered Causes of Loss: <b>Special Excluding Wind And Hail</b><br>Construction: <b>Frame</b><br>Special Deductible: <b>None</b> Special Deductible Type: | 002              | 0702             |
|             |             |                                                                                                                                                                                                                                                                    | Protection Class | 3                |
|             |             |                                                                                                                                                                                                                                                                    | Square Footage:  | 250              |

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

| <i>Prem</i> | <i>Bldg</i> | <i>Coverage</i>                   | <i>Limits of Insurance</i> | <i>Deductible</i> | <i>Coinsurance % or Monthly Indemnity</i> | <i>+ Valuation</i> | <i>Premium</i> |
|-------------|-------------|-----------------------------------|----------------------------|-------------------|-------------------------------------------|--------------------|----------------|
| 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.