


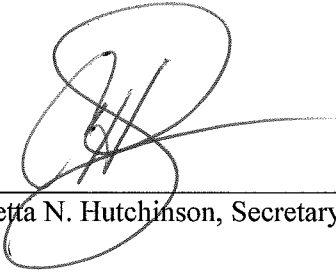
**ORDINANCE 2009-06
RADNOR TOWNSHIP**

BE IT ORDAINED AND ENACTED THAT the Radnor Township Board of Commissioners does hereby enter into the attached "***Agriculture Land Lease Agreement***" with the Radnor Conservancy for the purposes and under the conditions and considerations stated therein and does hereby authorize the President or Vice President to sign said Agreement on its behalf.

ORDAINED AND ENACTED this 9th day of March, 2009.

RADNOR TOWNSHIP

By: 
Thomas A. Masterson, Jr., Esq., President

Attest: 
Coretta N. Hutchinson, Secretary

AGRICULTURE LAND LEASE AGREEMENT

Section I. PARTIES: This Lease entered into this 9th day of March, 2009, between THE TOWNSHIP OF RADNOR, 301 Iven Avenue, Wayne, Pennsylvania 19087 ("Landlord") and THE RADNOR CONSERVANCY, 24 Louella Court, Suite 120, Wayne, Pennsylvania 19087 ("Tenant").

Section II. PROPERTY DESCRIPTION: Landlord hereby leases to Tenant, to occupy and use for the growing, distribution and sale of fruits and vegetables and related activities stemming from the establishment of a community supported agriculture ("CSA") program on the premises, the following described property:

(A) The parcel of ground outlined on the Plan attached hereto as Exhibit "A" and made a part hereof consisting of approximately three acres situated in Radnor Township, Delaware County, Pennsylvania, and on any other land that Landlord may designate by mutual written agreement (the "Premises"). Tenant shall have the right to drill a well and erect deer fencing, sheds, barns and other agricultural structures on the Premises in conjunction with its Permitted Use (as hereinafter defined);

(B) The two existing garaged/stable areas (the "Garages") located on the first floor of the Willows Cottage ("Cottage") situated near the entrance to the Willows Park and the existing Outbuilding located to the rear of the Cottage; and

(C) The land immediately surrounding the Cottage for the planting of demonstration gardens, subject to Section IV below.

Section III. GENERAL LEASE TERMS: This section defines the terms of this land Lease agreement.

(A) Term. The term of this Lease shall commence on the day first written above and shall end on the 31st day of December, 2011. The term of this Lease shall automatically renew on a year-to-year basis unless either party elects to terminate the Lease by so notifying the other party not less than 60 days prior to the end of the then current term. Notwithstanding the above, Tenant shall have the right to terminate this Lease at any time upon not less than 60 days' prior notice to Landlord.

(B) Amendments. Amendments and alterations to this Lease shall be in writing and shall be signed by both Landlord and Tenant.

(C) No partnership created. This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease.

(D) Transfer of property. If Landlord should sell or otherwise transfer title to the Premises, such action will be done subject to the provisions of this Lease.

(E) Sale of Excess Crops. Tenant agrees to designate at least one day per month during the growing season on which it will sell at the Garages excess crops on a first-come, first-served basis to Radnor Township residents who are not members of the aforementioned CSA program.

Section IV. PERMITTED USE:

(A) Tenant shall use Premises for growing fruits, vegetables and other crops for sale or distribution

to members of a CSA program to be established by Tenant and/or its Manager (as hereinafter defined), as well as for educational programs to be offered to children and adults.

(B) In addition, Tenant may use (i) the Garages for the distribution of produce to members of the CSA as well as the educational programs to be provided by Tenant or the Manager retained by Tenant to operate the CSA and (ii) the Outbuilding for storage. Finally, Tenant shall have the right to plant demonstration gardens in the vicinity of the Cottage at locations to be approved by Landlord's Director of Parks and Recreation, which approval shall not be unreasonably withheld, conditioned or delayed.

Section V. AMOUNT OF RENT TIME OF PAYMENT: Tenant shall pay to Landlord a total annual cash rent of \$1.00 for the Premises, payable in advance.

Section VI. LANDLORD AGREES TO:

(A) Landlord agrees that motorized vehicles may access the Premises through the existing driveway entrance located on Darby-Paoli Road or through another location approved in advance by the Director of Parks and Recreation. Tenant agrees that any pedestrian traffic accessing the Premises shall come through the Willows Park or as otherwise determined through consultation with the Director of Parks and Recreation.

(B) Tenant intends to install a solar-powered motor for the well required to provide water for crops grown on the Premises, subject to the issuance of any applicable permits by the Township. Prior to installation of the solar panels, Landlord agrees that Tenant may use either an emergency generator or an electrical extension from the Willows Mansion to power the well; provided, however, that Tenant shall at all times be responsible for payment of any electricity, water, and other utility charges related to the CSA.

Section VII. TENANT AGREES TO:

(A) Follow environmentally-friendly farming practices that are generally recommended for and that are best adapted to this type of land and for this locality unless other practices are agreed upon between parties.

(B) Furnish all labor, power, machinery, and movable equipment and all related operation and maintenance expenses to operate the Premises. Tenant acknowledges that Landlord shall have no obligation to provide (i) any improvements required for the Permitted Use or (ii) any funding for the operation of the CSA.

(C) Furnish all labor for minor repair and the minor improvement of fences and other site maintenance. The buildings, fences, and other improvements on the Premises are to be kept in good repair and condition, ordinary wear and depreciation excepted, to the reasonable satisfaction of Landlord's Director of Public Works. Tenant will not be responsible for landscaping maintenance outside of the Premises.

(D) Store all farm hand tools and small equipment safely either inside the fenced farm area or inside the existing outbuilding or any storage shed erected by Tenant.

(E) Not store or dispose of motor vehicles, tractors: fuel, or chemicals on the Premises.

(F) Apply for and obtain any and all necessary permits from township, county, state and federal governmental agencies and from any other regulatory bodies related to the operation of the CSA.

(G) Maintain, in a condition that is acceptable to the Director of Parks and Recreation, the Cottage and the land adjacent to it that is used for the CSA pursuant to Section IV herein.

(H) Neither assign this Lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of Landlord. Notwithstanding the above, Tenant shall have the right to retain an entity expert in the management of similar farms (the "Manager") to perform any of Tenant's rights or obligations hereunder, all without the prior consent of Landlord. Tenant agrees to advise Landlord of the identity of any such Manager.

Section VIII. RIGHTS AND PRIVILEGES:

(A) Landlord or anyone designated by it shall have the right of entry at any mutually convenient time to inspect the Premises.

(B) Any improvements constructed on the Premises shall remain the property of Tenant. At the request of Landlord, Tenant agrees to remove all such improvements (with the exception of the well, which Tenant agrees to cap) and to return the Premises to its existing condition as open space at the end of the term of this Lease.

Section IX. ENFORCEMENT OF AGREEMENT AND ARBITRATION:

(A) Failure of either Landlord or Tenant to comply with the agreement set forth in this Lease shall make it liable for damages to the other party. Any claim by either party for such damages shall be presented, in writing to the other party, at least 15 days before the termination of this Lease. Notwithstanding anything in this Lease to the contrary, no member, officer or director of Tenant shall have any personal liability with respect to any provisions of this Lease or the Premises.

(B) The provisions of this Lease shall be binding on the successors and assigns of the parties hereto.

Section X. FINANCIAL STATEMENTS: Tenant agrees to submit to Landlord annual income statements and balance sheets for the operation of the CSA within 90 days after the end of each annual growing season.

Section XI. LIABILITY INSURANCE IDEMINITY:

(A) Tenant shall provide and maintain a comprehensive policy of liability insurance with respect to the Premises. Landlord shall be named as an additional insured. The liability insurance policy shall protect Landlord and Tenant against any liability which arises from an occurrence on or about the Premises or which arises from any of the claim indicated in Paragraph 2(a) below against which Tenant is required to indemnify Landlord. The policy is to be written by a good and solvent insurance company reasonably satisfactory to Landlord. The coverage limits of the policy shall be at least \$2,000,000 with respect to any person or occurrence as to personal injury and at least \$1,000,000 as to property damage.

(B) Indemnity.

(1) Tenant shall defend, indemnify and hold harmless Landlord and its officers, directors, elected or appointed officials, employees, servants, and/or agents against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority

whatsoever arising out of (a) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, (b) any accident, injury or damage that happens in, about or outside the Premises caused by willful or negligent act or omission of Tenant, its agents, servants, or employees, or (c) Tenant's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or municipal governmental authority or agreement of record affecting the Premises.

(2) Landlord shall defend, indemnify, and hold harmless Tenant against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority whatsoever arising out of (a) any failure by Landlord to perform any of the agreements, terms, covenants or conditions of this Lease on Landlord's part to be performed, (b) any accident, injury or damage that happens in, about or outside the Premises caused by the willful or negligent act or omission of Landlord, its agents, servants, or employees, or (c) Landlord's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or municipal governmental authority or agreement of record affecting the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TOWNSHP OF RADNOR

By: _____
Thomas A. Masterson, Jr., Esq., President

Attest: _____
Coretta N. Hutchinson, Secretary

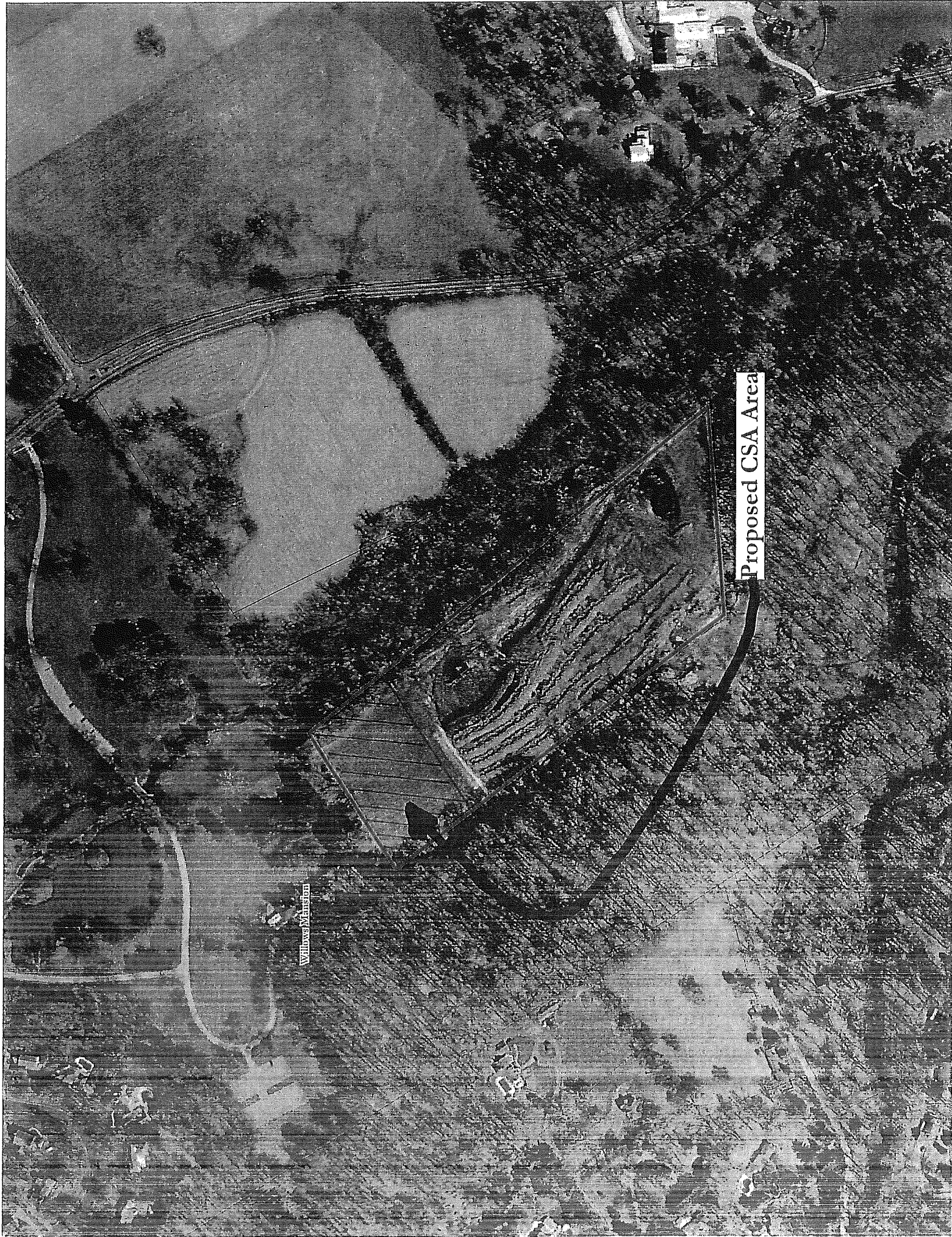
RADNOR CONSERVANCY

By: _____

Name:

Its:

Witness: _____
Name:



Proposed CSA Area

Wildx Mansion