

## LEASE

This Lease ("Lease"), is made and entered into as of the 20 day of June, 2012, by and between NEIGHBORSPACE, an Illinois not-for-profit corporation ("Lessor"), and GROWING HOME, INC., an Illinois not-for-profit corporation ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is the owner of approximately 37,071 square feet of land (the "Premises") located at 5831-45 South Wolcott Avenue and 5830-36 South Honore Street in Chicago, Illinois, such Premises being more particularly shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lessee desires to lease the Premises from Lessor and to conduct and operate on the Premises those activities more particularly described on Exhibit B attached hereto and made a part hereof (the "Lessee Operations"), and Lessor agrees to lease the Premises, upon and subject to the terms and conditions set forth below in this Lease;

NOW, THEREFORE, in consideration of the matters recited above, the rent reserved herein, the covenants, conditions and agreements to be performed and observed by Lessee hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. Incorporation of Recitals.** The matters recited above are hereby incorporated in this Lease, with the same effect and as though fully set forth herein.
- 2. Rent.** Lessee shall pay "Minimum Rent" for the Premises to Lessor in the amount of \$1.00 per year of the Term without demand, deduction, set-off or counterclaim. Lessee agrees to pay Lessor all rent due for the Term of this Lease in one lump sum on the Commencement Date (as hereinafter defined). All other sums of money or charges payable to Lessor from Lessee by this Lease, other than Minimum Rent, are defined as "Additional Rent" and are due upon demand therefor, without any deductions, set-offs or counterclaims, and failure to pay such charges shall have the same consequences as Lessee's failure to pay Minimum Rent.
- 3. Demise/Use.** Lessor hereby demises and leases to Lessee, on the terms and conditions hereinafter set forth, and Lessee hereby leases and accepts from Lessor, the Premises. The Premises shall be used by Lessee for the limited purpose of conducting and operating the Lessee Operations on the Premises, and for no other purpose without the prior written consent of Lessor.
- 4. Term of Lease.** The Term of this Lease shall commence on the date of this Lease ("Commencement Date") and shall end on that date which is one hundred twenty (120) months thereafter, unless terminated sooner in accordance with the terms of this Lease.
- 5. Utility Expenses/Late Payments.**

(a) Utility Expenses. Subject to Section 7 below, within ten (10) days after written demand from Lessor, Lessee shall pay Lessor for any water charges charged by the City of Chicago. In addition, in the event that Lessee requires any other utilities or services on the Premises, Lessee agrees to contract for same with the appropriate service providers and Lessee agrees to pay when due all associated bills and invoices related to same.

(b) Late Payments. Lessor may impose a late fee equal to five percent (5%) of any amounts, sums and/or fees due under this Lease which are more than thirty (30) days overdue, in order to reimburse Lessor for the extra administrative time involved in collecting such amounts. In addition, any payment more than thirty (30) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

6. **Condition of Premises.** Lessee hereby acknowledges and agrees that Lessee is familiar with the condition of the Premises and accepts the condition thereof as existing on the date of this Lease, and Lessee acknowledges and agrees that Lessor has no obligation to construct any improvements on the Premises. Lessee further acknowledges and agrees that Lessor has not made any representation or warranty or any undertaking with respect to the Premises or the condition thereof or the suitability thereof for any purpose

7. **Lessor Responsibilities.** Throughout the Term of this Lease, Lessor shall provide City water to the Premises (subject to reimbursement by Lessee as described in Section 5 above). Notwithstanding the foregoing, Lessor may elect to have Lessee contract directly for City water provided to the Premises, in which event Lessor's obligation to provide City water under this Section 7 shall be null and void and Lessee shall contract for same with the City of Chicago and Lessee shall pay when due all associated bills and invoices related to same.

8. **Lessee Responsibilities.** Throughout the Term of this Lease, Lessee shall, at its sole cost and expense:

- a. ensure that the Premises and all improvements and facilities thereon remain clean, attractive and safe;
- b. maintain the Premises and all improvements and facilities thereon at all times in good condition and repair and in a clean and sanitary condition;
- c. observe and comply at all times with all applicable laws;
- d. observe and comply with the Land Use Guidelines for Community Projects on NeighborSpace-Protected Land (the "Guidelines"), as such may be amended from time to time, a copy of the current Guidelines being attached hereto as Exhibit C and made a part hereof; observe and comply with the City of Chicago Urban Agriculture Policy, as such may be amended from time to time;
- e. for insurance purposes, if any events are held at the Premises that will attract 300 or more people, Lessee shall obtain insurance coverage as appropriate (and to the

extent not already provided by Lessee pursuant to Section 10 below) and name Lessor as an additional insured; and

- f. immediately notify Lessor in the event of any injury, accident, fire or damage to  
or occurring on the Premises.

9. **Indemnity.** Lessee agrees to indemnify, protect, defend and hold Lessor, its employees and agents, harmless from and against all claims, liens, suits, judgments, actions, losses, damages, costs, expenses and liabilities, which may in any way accrue, directly or indirectly, against Lessor by reason of this Lease, and/or as a result of Lessee conducting Lessee's Operations on the Premises, including, but not limited to, actual or alleged injury (including, but not limited to, food-related injuries or illnesses) to or death of any person or loss of or damage to property in or upon the Premises, and Lessee shall, at Lessee's sole cost and expense, appear, defend and pay all fees and expenses of attorneys (and Lessor shall have to right to pick its attorney(s) in its sole discretion) and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Lessor, its employees and/or agents, Lessee shall, at Lessee's sole cost and expense, satisfy and discharge same.

10. **Insurance.**

(a) Lessee's Property Insurance. Throughout the Term of this Lease, Lessee, at its sole cost and expense, shall maintain in force and effect, commercial property insurance under policies issued by insurers that are acceptable to Lessor, written at the full insurable value of all of Lessee's equipment, improvements and property on the Premises. Such insurance shall provide that it is primary and noncontributory, and shall contain a clause pursuant to which the carriers waive all rights of subrogation against Lessor with respect to losses payable under such policies.

(b) Lessee's Liability Insurance. Throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain commercial general liability insurance covering liability arising from Lessee's Operations under policies issued by insurers that are acceptable to Lessor. Limits of insurance on said policies shall be not less than \$1,000,000 for any one occurrence, and not less than \$2,000,000, in the aggregate, per annum. Lessee's liability policies shall provide that they are primary and noncontributory and shall name Lessor and such other parties as Lessor may reasonably identify from time to time, as additional insureds.

(c) Workers' Compensation Insurance. Lessee shall also maintain workers' compensation insurance to the extent required by applicable law.

(d) Cancellation/Certificate of Insurance. Each policy required under this Section 10 shall expressly provide that it shall not be subject to cancellation or material change without at least ten (10) days prior written notice to Lessor. Lessee shall furnish Lessor, within fifteen (15) days following the execution of this Lease, with insurance certificates evidencing the insurance

required above. In addition, within five (5) days after Lessor's request, Lessee shall provide Lessor copies of all insurance policies required under this Lease.

(e) Waiver of Subrogation. Notwithstanding any other provisions herein, Lessor and Lessee each releases the other and, on behalf of its insurers, waives its entire right to recovery against the other for loss or damage to the waiving party and its property to the extent that the loss or damage is customarily insurable by an All Risk property coverage insurance policy.

(f) Interruption of Lessee's Operations. In no event shall Lessor be liable to Lessee for any extra expense or business interruption or other consequential loss sustained by Lessee on account of any occurrence of an event insurable under the commercial property insurance required to be carried by Lessee hereunder, whether or not such insurance is in effect, even if such loss is caused by the act or omission of Lessor, its employees, officers, directors, or agents.

11. **Alterations/Improvements.** Lessee shall not make or permit any alterations or improvements to the Premises without first (a) obtaining the written consent of Lessor and (b) obtaining, and providing copies to Lessor of, any and all consents, licenses and/or approvals required by applicable law; provided, however, that Lessee shall have the right to make and/or construct the improvements (and the reasonable replacements thereof) shown on Exhibit D attached hereto and made a part hereof without first obtaining the written consent of Lessor. Construction of any and all alterations and/or improvements shall at all times comply with applicable law.

12. **Environmental.** Lessee agrees that (a) no activity will be conducted on the Premises that will use or produce any Hazardous Materials (as defined below), except for activities which are part of the ordinary course of the Lessee Operations and are conducted in accordance with all Environmental Laws (as defined below) ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises will be used by Lessee, its employees and/or agents for disposal of Hazardous Materials; and (iv) Lessee will immediately notify Lessor of any violation by Lessee, its employees and/or agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Lessee shall immediately deliver to Lessor a copy of any notice, filing or permit sent or received by Lessee with respect to the foregoing. If at any time during or after the Term of this Lease, any portion of the Premises is found to be contaminated by Lessee, its employees and/or agents, or subject to conditions prohibited in this Lease caused by Lessee, its employees and/or agents, Lessee will indemnify, defend and hold Lessor harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Lessor shall have the right to direct remediation activities, all of which shall be performed at Lessee's sole cost and expense. Lessee's obligations pursuant to this Section 12 shall survive the expiration or termination of this Lease. "Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law. "Environmental Law(s)" means all present or future federal, state or local

laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

13. **Signage.** Lessor and Lessee hereby agree that each party shall be permitted to install signage on the Premises as set forth for each party on Exhibit E attached hereto and made a part hereof.

14. **No Assignment.** Lessee shall not (i) assign or otherwise transfer any interest in this Lease or (ii) permit the use of the Premises by any parties other than Lessee or its employees and invitees.

15. **Lessor's Right of Entry.** Lessor or its authorized representatives may enter the Premises at all times upon 24 hours notice to Lessee, to inspect the Premises for any reason as Lessor deems necessary, and to make repairs to the Premises (i) needed to comply with any laws, ordinances, rules or regulations of any public authority or Lessor's insurance carriers or underwriters or any similar body, or (ii) that Lessor deems necessary to prevent waste or deterioration in or to the Premises if Lessee fails to make repairs or perform required work promptly after receipt of written demand from Lessor. Nothing herein implies any duty of Lessor to do any such work which, under any provision of this Lease, Lessee is required to do, nor shall Lessor's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do such work. No exercise by Lessor of any rights hereunder shall entitle Lessee to any compensation, damages or abatement of any sums due hereunder for any injury or inconvenience occasioned by such exercise. If Lessor makes or performs any repairs provided for in (i) or (ii) above, Lessee shall pay the cost thereof to Lessor as Additional Rent under this Lease.

16. **Liens.** Lessee shall keep the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Lessee, or obligations incurred by Lessee. In the event that Lessee shall not, within 60 days following Lessee's actual notice of the imposition of any such lien, either cause the same to be released of record or provide Lessor with insurance against the same issued by a major title insurance company or such other protection against the same as Lessor reasonably shall accept, Lessor shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by it in connection therewith shall be considered Additional Rent under this Lease.

17. **Default and Remedies.** If Lessee (a) fails to pay any fees, sums and/or amounts under this Lease when due, and such failure continues after thirty (30) days' notice, or (b) fails in the performance of any of the other terms, covenants, and conditions of this Lease, and such failure continues after the lesser of thirty (30) days' notice or any shorter cure period expressly provided for herein, then Lessor may do any or all of the following: (i) prohibit Lessee's access to the Premises; (ii) terminate this Lease; or (iii) exercise any other rights or remedies permitted at law or under equity. All rights and remedies are cumulative and not exclusive of any other rights or remedies available to Lessor under this Lease, at law, or in equity. No failure or delay

by Lessor in exercising any remedy provided in this Lease will be construed as a forfeiture or waiver of the same or any other remedy at a later time. In addition, in the event of any breach by Lessee of any of the provisions of this Lease including without limitation a failure to remove any unpermitted liens, Lessor may immediately or at any time thereafter, without notice, cure such breach for the account of and at the expense of Lessee, and such costs incurred by Lessor in curing Lessee's breach shall be deemed Additional Rent under this Lease.

18. **Surrender of Premises.** At the expiration or earlier termination of this Lease, Lessee shall remove or cause to be removed from the Premises (a) any and all debris, and (b) any and all equipment, facilities, improvements or other things erected on the Premises (the items listed in subsections (a) and (b) above shall be collectively referred to herein as "Lessee's Items"). In addition, at the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as when the same was entered onto by Lessee. If Lessee fails to remove any of Lessee's Items from the Premises within fifteen (15) days after the expiration or termination of this Lease, Lessor, at Lessee's sole cost and expense, shall be entitled (but not obligated) to remove and store Lessee's Items. Lessor shall not be responsible for the value, preservation or safekeeping of Lessee's Items. Lessee shall pay Lessor, upon demand, the removal expenses and storage charges incurred for Lessee's Items. In addition, if Lessee fails to remove Lessee's Items from the Premises or storage, as the case may be, within 30 days after written notice, Lessor may deem all or any part of Lessee's Items to be abandoned, and title to Lessee's Items shall be deemed to be immediately vested in Lessor. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term.

19. **Holdover.** If Lessee shall hold possession of the Premises after the expiration or termination of this Lease, at Lessor's option, (i) Lessee shall be deemed to be occupying the Premises as a Lessee from month-to-month on all terms and conditions of this Lease except that the Minimum Rent shall equal Twenty Five Dollars (\$25.00) per day, or (ii) Lessor may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

20. **Notices.** All notices to be given under this Lease shall be in writing and, unless otherwise provided in this Lease, will be deemed to be given (a) if delivered personally, or (b) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed as follows:

(a) If to Lessor:

President  
Neighborspace  
25 East Washington Street  
Chicago, Illinois 60602

with a copy to:

Freeborn & Peters LLP  
311 South Wacker Drive, Suite 3000

Chicago, Illinois 60606  
Attention: Cynthia A. Bergmann

or to such other person or such other address designated by notice sent by Lessor to Lessee.

(b) If to Lessee:  
Executive Director  
Growing Home, Inc.  
2732 N. Clark #310  
Chicago, IL  
Attention: Harry Rhodes

with copy to:  
Miner, Barnhill and Galland  
14 W. Erie Street  
Chicago, IL 60654  
Attention: Laura E. Tilly

or to such other address as is designated by Lessee in a notice to Lessor.

21. **Entire Lease/Binding Effect.** This Lease covers in full every obligation between the parties hereto concerning the Premises, and the provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns, as the case may be.

22. **Limitation on Lessor's Liability.** None of Lessor's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Lessor, and any liability of Lessor for damages or breach or nonperformance by Lessor or otherwise arising under or in connection with this Lease or the relationship of Lessor and Lessee hereunder, shall be collectible only out of Lessor's interest in the Premises (or if Lessor is the beneficiary of a land trust, Lessor's right, title and interest in such land trust), in each case, as the same may then be encumbered, and no personal liability is assumed by, nor at any time may be asserted against, Lessor, its members or its other owners, direct or remote, all such liability, if any, being expressly waived and released by Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

NEIGHBORSPLACE, an Illinois not-for-profit corporation

By:  \_\_\_\_\_

Title: Executive Director

GROWING HOME, INC., an Illinois not-for-profit corporation

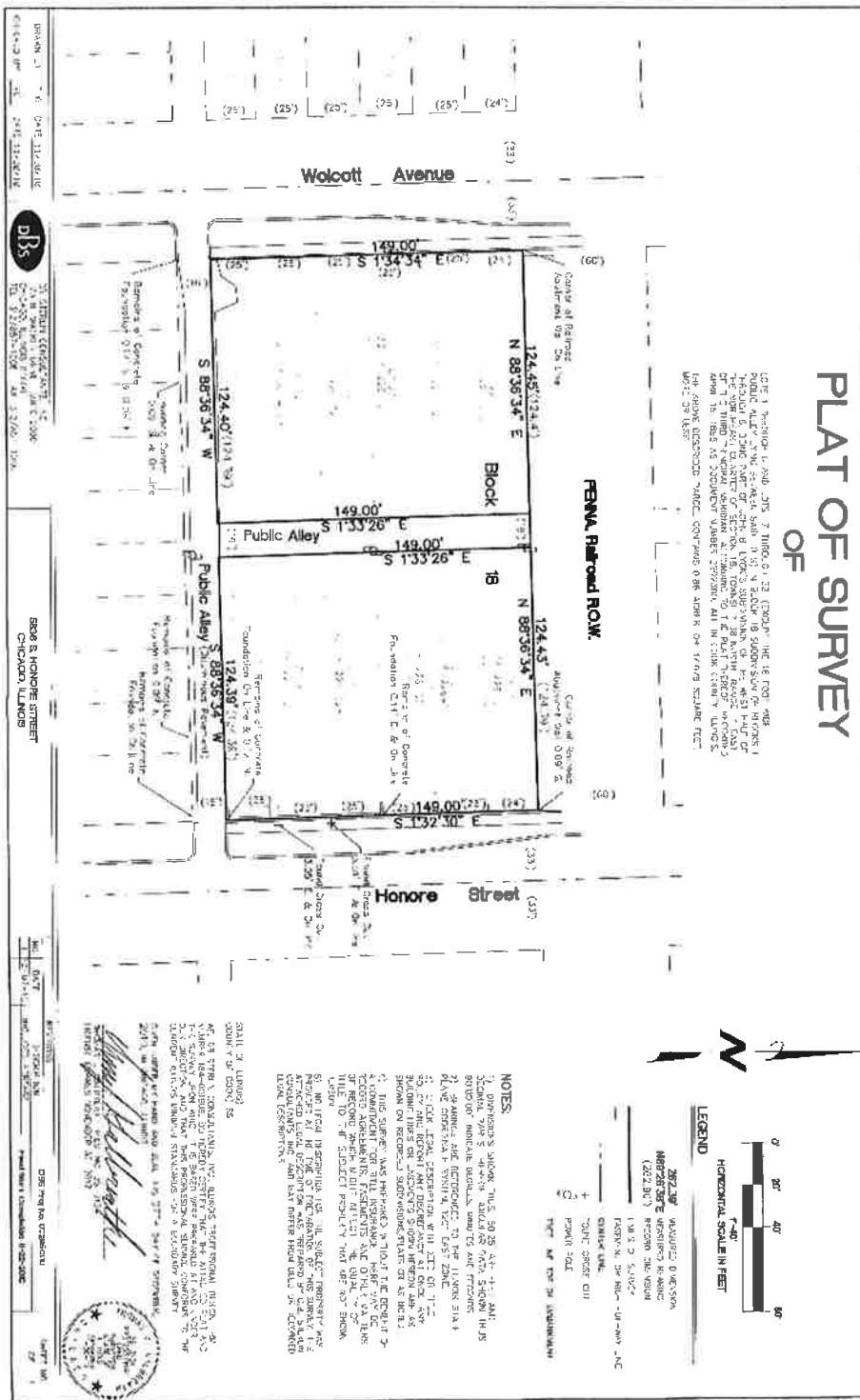
By: \_\_\_\_\_

Title: \_\_\_\_\_



# EXHIBIT A

## Premises



## **EXHIBIT B**

### **Lessee Operations**

#### **GROWING HOME - HONORE STREET FARM**

##### **History**

In 2011, Growing Home began developing an extension site to the organization's current Wood Street Urban Farm. This farm is the latest effort in Growing Home's work in Englewood to promote community development and urban agriculture.

The Honore Street Urban Farm is Growing Home's fourth farm. The farm, on Honore Street between 58th and 59th Street in Englewood, will be managed by Growing Home and be planted for the growing season in Spring 2012. The site expands the growing capabilities of Growing Home, which currently operates Chicago's only year-round, certified organic farm just around the corner at Wood Street and 58th Street.

The site is preserved on behalf of Growing Home and the Englewood community by NeighborSpace, a non-profit land trust supported in part by an ongoing partnership of the City of Chicago, Chicago Park District, and Forest Preserve District of Cook County, which owns the site where the farm will be located. It acquires lots as public-private land trusts, to be used by community groups as gardens and parks. While this will be NeighborSpace's 79th community openspace in the City, this is the first time Neighbor Space has acquired land to be used for an urban farm.

In Spring 2011, SHED Studio architects worked with Growing Home to develop a site charrette for the extension farm. In September - November 2011, the City of Chicago prepared the site, including laying a layer of gravel and setting up fencing around the perimeter of the site. In October, a groundbreaking ceremony was held, with US Senator Dick Durbin in attendance. In November 2011, staff began construction of the first hoop house on the new site. Soil and compost will be installed February - April 2012, with first crops harvested in spring 2012.

##### **Goals**

The goals of the farm extension site are three-fold: first, continued growth of Growing Home's South Side urban agriculture operation will support the Greater Englewood Urban Agriculture (GEUA) Task Force's in-progress planning process. The GEUA Task Force's stated goals are increasing the number of urban farms, building an infrastructure to support farmer training programs, and supporting the development of food- and agriculture-related businesses. Second, extending farm space will allow Growing Home to increase the amount of produce grown, and thus revenue from produce sold, bringing the Wood Street Urban Farm closer to self-sufficiency. Finally, Growing Home's extension farm development will allow the organization to increase the number of individuals it serves through its job training program. 40 individuals will be served in 2012, up from 35 in 2011.

Growing Home will be able to have its first full growing year on the farm in 2012. GH will

steadily increase the amount of produce grown, and revenue from produce sold over the next three years, with the intention of attaining sustainability by 2014, with the ability to cover direct labor and farming costs.

Over the next two years, Growing Home expects to dramatically increase the amount of fresh produce available in the Greater Englewood neighborhood of Chicago through its urban organic farms. A new refrigeration system will allow Growing Home to harvest and store more produce, allowing us to expand our current farm stand with more, and more varied, produce. The stand will likely be moved to an area with higher vehicle and pedestrian traffic.

For 2012, Growing Home is employing a Neighborhood Sales & Distribution Coordinator to determine distribution locations and methods it might use, and what support it might offer stores to get vegetables into the kitchens of local residents. This person will oversee improving, marketing, and managing our farm stand, as well as adopt systems to expand acceptance of LINK/WIC/SFMNO and credit/debit.

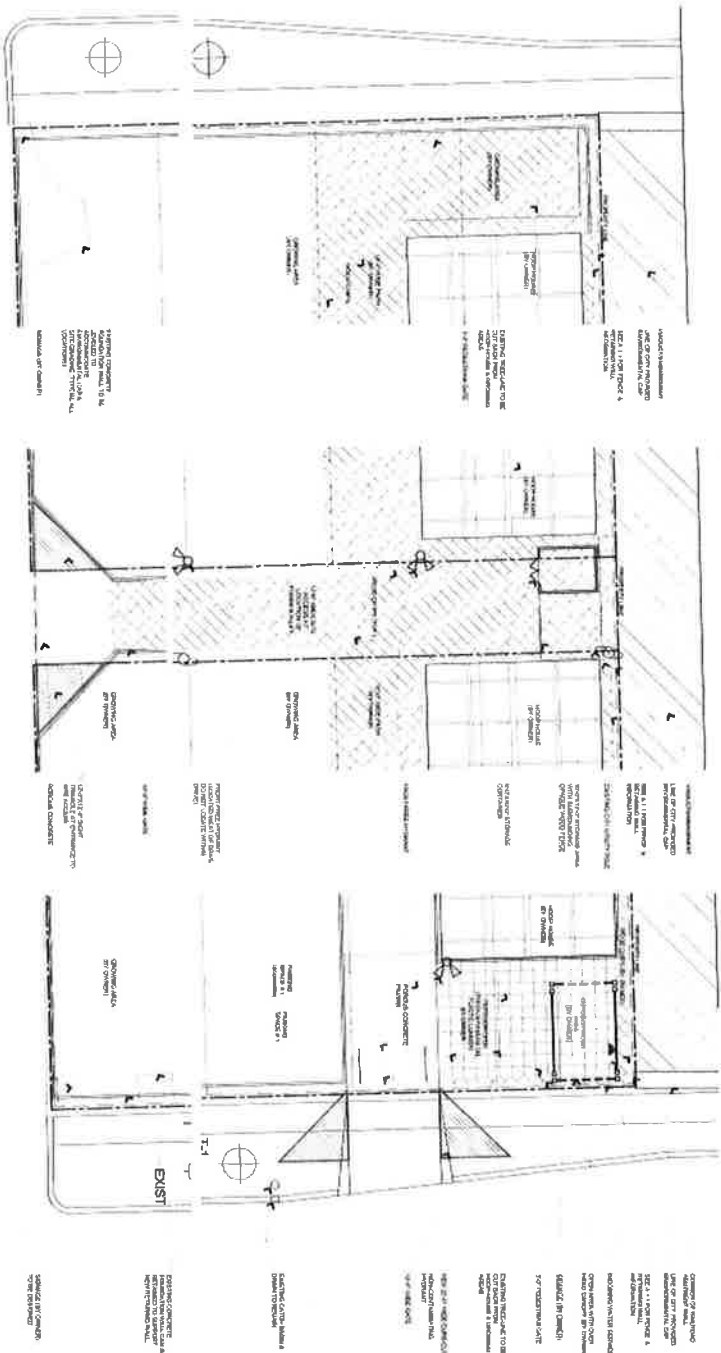
**EXHIBIT C**

**Guidelines**

**NeighborSpace Guidelines and Urban Agriculture Policy Attached**

# EXHIBIT D

## Approved Improvements



**1 PROPOSED SITE PLAN**  
SCALE: 1/8" = 1'-0"

**DRAFT**  
**08.30.11**

<b>WATER CONNECTION NOTES</b>		<b>GROWING HOME FARM EXPANSION</b> 3426 NORTH WENDELL STREET CHICAGO, ILLINOIS	<b>SHED</b> 1346 W. 30th STREET CHICAGO, ILLINOIS 60648 PROJECT NUMBER: <b>A.1.2</b> DRAWN BY: <b>SMW</b>
1	INDICATED WALLS AND FOUNDATIONS SHALL BE CONSTRUCTED TO SUPPORT THE PROPOSED STRUCTURE.		
2	ALL FOUNDATIONS SHALL BE CONSTRUCTED TO SUPPORT THE PROPOSED STRUCTURE.		
3	ALL FOUNDATIONS SHALL BE CONSTRUCTED TO SUPPORT THE PROPOSED STRUCTURE.		
4	ALL FOUNDATIONS SHALL BE CONSTRUCTED TO SUPPORT THE PROPOSED STRUCTURE.		

## **EXHIBIT E**

### **Signage**

**Signage shall be designed and installed by Lessee, subject to the approval of the Lessor, which shall not be unreasonably withheld or delayed. Any signage shall identify the Lessor as owner of the Premises.**

**NeighborSpace**  
**Proposed Urban Agriculture Policy**

**Approved**  
September 14, 2010

**BACKGROUND:**

The purposes of NeighborSpace as stated in the Articles of Incorporation are: “Exclusively charitable, scientific and educational purposes, including but not limited to, the preservation and expansion of open space and parks within the City of Chicago.” Furthermore, the by-laws state that “NeighborSpace has been organized to own and insure small parks, gardens, natural areas, river edges and scenic landscapes within the City of Chicago for conservation, recreation and scientific purposes. All NeighborSpace sites are to be maintained and managed by a local block club, organization, business or other group.”

In 1996, when the Articles of Incorporation and the by-laws were written, urban agriculture was not as popular in Chicago as it is today. As a result, it was not explicitly included in the organization’s purview. Since 1996 however, large-scale urban agriculture projects have gained interest. One of the first urban agriculture sites in the City began in 2003 when the Resource Center, a non-profit organization, leased city-owned land at Clybourn and Division for an urban farm. The Resource Center is still operating at the site.

In 2007, the Chicago Plan Commission adopted “Chicago: Eat Local Live Healthy” a strategy to coordinate aspects of the local and regional food industry in ways that enhance public health and create food-related enterprises. One of its five goals is to increase food production and composting in Chicago neighborhoods by increasing the number of city residents that know how to grow food in an urban setting. In particular, “transitional job programs provide training in urban agriculture, landscaping, food and nutrition, sales and marketing, and general job readiness skills. These programs work well for low-income groups, homeless people and formerly incarcerated individuals.” That same year, Growing Home, Inc., a non-profit organization that serves homeless and low-income persons through a transitional employment program in the organic farming business, entered into a redevelopment agreement with the City acquiring land for \$1 for the Wood Street Farm in Englewood.

Currently, the City of Chicago Department of Zoning and Land Use Planning (DZP) is developing a zoning designation for urban agriculture (and community gardens) with input from Advocates for Urban Agriculture. DZP is also working with the City Department of Environment to develop urban agriculture protocols for city-owned land. NeighborSpace has worked closely with DZP to

help define key policy input for the following community garden and urban agriculture zoning definitions.

- **Community Garden** – a neighborhood based development with the primary purpose of providing space for members of the community to grow plants for beautification, education, recreation, community distribution or personal use. Sites are typically owned and managed by public or civic entities, nonprofit organizations or other community based organizations that are responsible for maintenance and operations. Processing, storage and sale\* of plants or plant products are prohibited on site. Size is limited to 18,750 square feet\*\*.
  - \*Sales of produce is permitted only as an accessory use.
  - \*\*approximately 25% of standard residential block or equivalent of 6 standard Chicago lots.
- **Commercial Garden or Greenhouse** - propagation, processing and storage of plants and plant products for wholesale or retail sales. Typical uses include growing beds, hoop houses, greenhouses, hydroponic systems.



## **NEIGHBORSPACE REQUIREMENTS:**

Though it was not always called such, NeighborSpace sites have always included multiple kinds of what is called urban agriculture; from communal vegetable patches to allotment gardens. More recently this includes sites that are focused on education and workforce development.

For larger urban agriculture sites with a focus on workforce development there is a concern for NeighborSpace that there could be a disconnect between the garden and the immediate community. In order to ensure that there are clear benefits to the immediate community, in addition to the regular NeighborSpace application, proposed projects must satisfy the following requirements:

### Application Requirements:

1. Applicant must document the educational/training programs that will be offered as well as what populations and how many will be served.
2. Applicant must include a written plan to reach out to immediate community members to participate in the garden, and the plan must be updated annually. NeighborSpace staff must approve outreach plan.
3. Applicants must agree to follow any and all relevant zoning, permit requirements and food growing protocols for the City of Chicago and any restrictions recommended by environmental consultants.
4. Project must have regular opportunities for the general public to visit the site. This can include tours, open houses, u-pick, etc.
5. Where appropriate, project must have plan to or demonstrated efforts to make the site attractive open space for the community (e.g. parkway beautification, pocket park setback, living fence and arches, edible landscapes).
6. If desired by neighbors, a portion of the land should be set aside for community allotments.
7. Project must provide signage on site, which includes contact information and how to get involved in the programs.

If the manager of the site engages or intends to engage in the commercial sale of produce on or from the site, they must also meet the following requirements:

8. Applicant must be a registered 501c(3).
9. Applicant must have liability insurance and hold NeighborSpace harmless.

NeighborSpace staff will evaluate proposed projects and present their recommendations to the Board of Directors as part of the garden's formal review process. Based upon their review the Board has the option to approve the project as presented, communicate concerns about the project or request further information before making a final decision.