

ORDINANCE NO. 2012-01-006

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE  
(1603 East Washington Street)**

**WHEREAS**, Urbana City Code Section 2-118, Subsection (d), provides that the City may purchase real estate for any corporate purposes found and declared by the City Council, and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

**WHEREAS**, the City Council desires to purchase the real estate commonly known as 1603 East Washington Street to support the City of Urbana's affordable housing projects that benefit households below 80 percent of median family income; and

**WHEREAS**, the City Council expressly finds and declares that said real estate is needed for governmental purposes of the City of Urbana.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

The purchase of the real estate commonly known as 1603 East Washington Street in Urbana, Illinois, and legally described below, for a sum not to exceed \$35,000 plus closing costs, is hereby approved:

Lot 112 in Weller's Scottswood Manor, a Subdivision in the City of Urbana, Illinois, as per plat recorded in Book "V" of Plats at page 3, situated in Champaign County, Illinois.

Permanent Parcel Number 92-21-16-402-001

**Section 2.**

The Mayor, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the purchase of the real estate.

PASSED by the City Council this 23rd day of January, 2012.

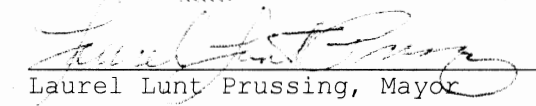
AYES: Bowersox, Jakobsson, Lewis, Marlin, Roberts, Smyth, Stevenson,  
Prussing

NAYS:

ABSTAIN:

  
*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 23rd day of January, 2012.

  
Laurel Lunt Prussing, Mayor

LEASE AGREEMENT  
1603 E. WASHINGTON STREET, URBANA, ILLINOIS

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and the officers of the LIERMAN NEIGHBORHOOD ACTION COMMITTEE, an unincorporated local neighborhood association (hereinafter "LNAC").

WITNESSETH

WHEREAS, The City owns a vacant parcel located at 1603 East Washington Street, Urbana, Illinois, Permanent Index Number 92-21-16-402-001 (hereinafter "the property"), having purchased it with Community Development Block Grant funds for the eventual purpose of redevelopment with housing affordable to those with low and moderate incomes, but currently not needed for public purpose or development; and

WHEREAS, LNAC desires to use and to maintain the property as a temporary community garden under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Use of Property

The City agrees to lease the property to LNAC for its exclusive use as a community garden to be operated by LNAC, in the approximate configuration shown on the attached site plan, (Attachment A). LNAC shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner affect the property. LNAC agrees to pay the City, at the office of its comptroller, the annual sum of one dollar (\$1.00) as rent for the property, payable in advance on the 1st day of July of each year during the term of this Agreement.

2. Term of Agreement

The initial term of the Agreement is one (1) year. Following the initial term, this Agreement will be automatically renewed for successive one-year periods, unless either party requests termination of the Agreement in writing, not less than ninety (90) days prior to termination of the current term.

The City reserves the right to order the sale of all or any portion of the property at any time. Upon termination of this Agreement, LNAC will return the property to the City in a neat and orderly condition and in its original state.

3. Maintenance, Repair, and Rules

LNAC agrees to do the following:

- (1) Perform landscaping and gardening activities consistent with use as a garden, including removal of dead/dying plants and rotting vegetables;
- (2) Keep the garden in good, clean, and orderly condition on a year-round basis;
- (3) Keep the garden and adjoining sidewalks clean of all trash, litter, debris, and weeds;

- (4) Make all repairs necessary to keep equipment, fences, and furniture in good order and repair;
- (5) Notify the City within 24 hours of the occurrence of an accident, fire, or damage to the property.
- (6) Additional Rules and Regulations are contained in Attachment B and are incorporated into this Agreement.

4. Improvements and Alterations

LNAC must obtain the written permission of the City before making any improvements or alterations to the site, except for ordinary maintenance and repair.

5. Water Service

The City shall be responsible for the placement of a water spigot on the property for the use of the garden. LNAC agrees to reimburse the City for water consumption bills incurred during the use of the property as a garden within 30 days of requests for reimbursement. LNAC shall keep the water spigot in good operating condition and shall be responsible for any damage caused to the water spigot.

6. Hold Harmless

LNAC hereby agrees to protect, indemnify, hold and save harmless, and defend the City, its agents, employees, and elected officers, against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, proximately caused or proximately arising out of negligent acts or omissions to act by LNAC in connection with its performance under the terms of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of LNAC or its subcontractors. LNAC further agrees to hold and save harmless the City against any and all liability for acts of vandalism, destructive storms, insect infestations, or any other loss or claim that occurs in connection with use of the property.

7. Equal Employment Opportunity Certification

LNAC will not discriminate against any individual or group on the basis of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to this Agreement.

8. Compliance

If LNAC does not comply with the terms of this Agreement or violates any state, federal or city law or ordinance, the City will notify the group in writing of the problem. LNAC will have 30 days to correct the problem. If appropriate action is not taken by LNAC, the City has the right to terminate this Agreement, and LNAC will lose the right to use the property.

9. Insurance

The City will, at its own expense, provide and maintain liability insurance for the property.

10. Waiver of Liability

LNAC will require all users to sign a Release and Indemnification Agreement form and an acknowledgement of the Rules & Regulations before begin allowed to use the property.

11. The City and LNAC agree that no modification to this Agreement will be effective unless in writing and executed by both the City and LNAC.

12. Notices and communications under this Agreement shall be sent to the respective parties as follows:

TO THE CITY: Elizabeth Tyler, Director  
Dept. of Community Development Services  
400 South Vine Street  
Urbana, Illinois 61801

TO LNAC: Robin Arbiter, President  
Lierman Neighborhood Action Committee  
1511 Hunter Street  
Urbana, Illinois 61801

13. This Agreement shall be effective as of the date executed by the City.

CITY

BY: *Janel Pring*

DATE: *July 17, 2012*

ATTEST: *Shyelle D. Clark*

DATE: *7/17/12*

LNAC

BY: *Robin Arbiter, LNAC president*

ATTEST: *Peter Hornum*

DATE: *7/6/2012*

BY: Clyde E. Walker, LNAC vice-president

ATTEST: \_\_\_\_\_

DATE: 7/5/12

BY: Peter Norman, LNAC Treasurer

ATTEST: \_\_\_\_\_

DATE: 7/7/2012

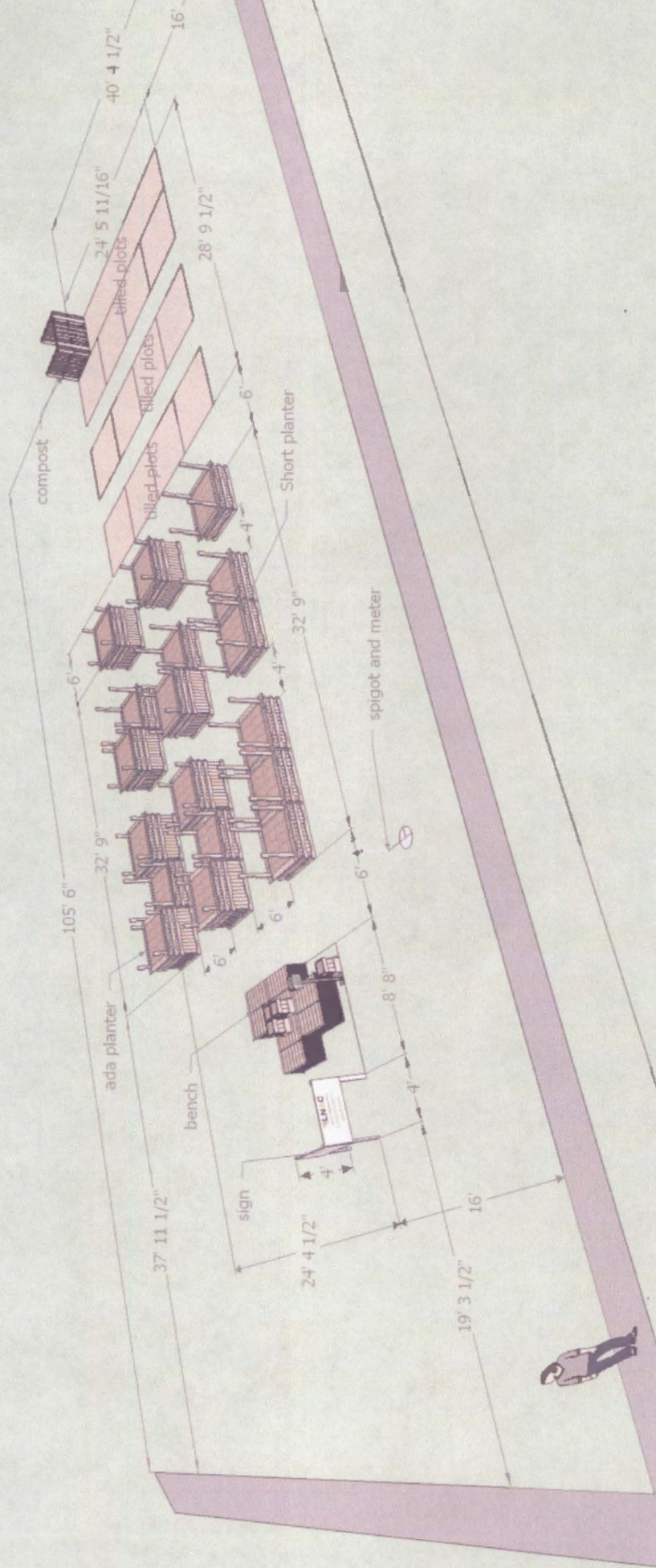
BY: Daniel Lewis, LNAC secretary

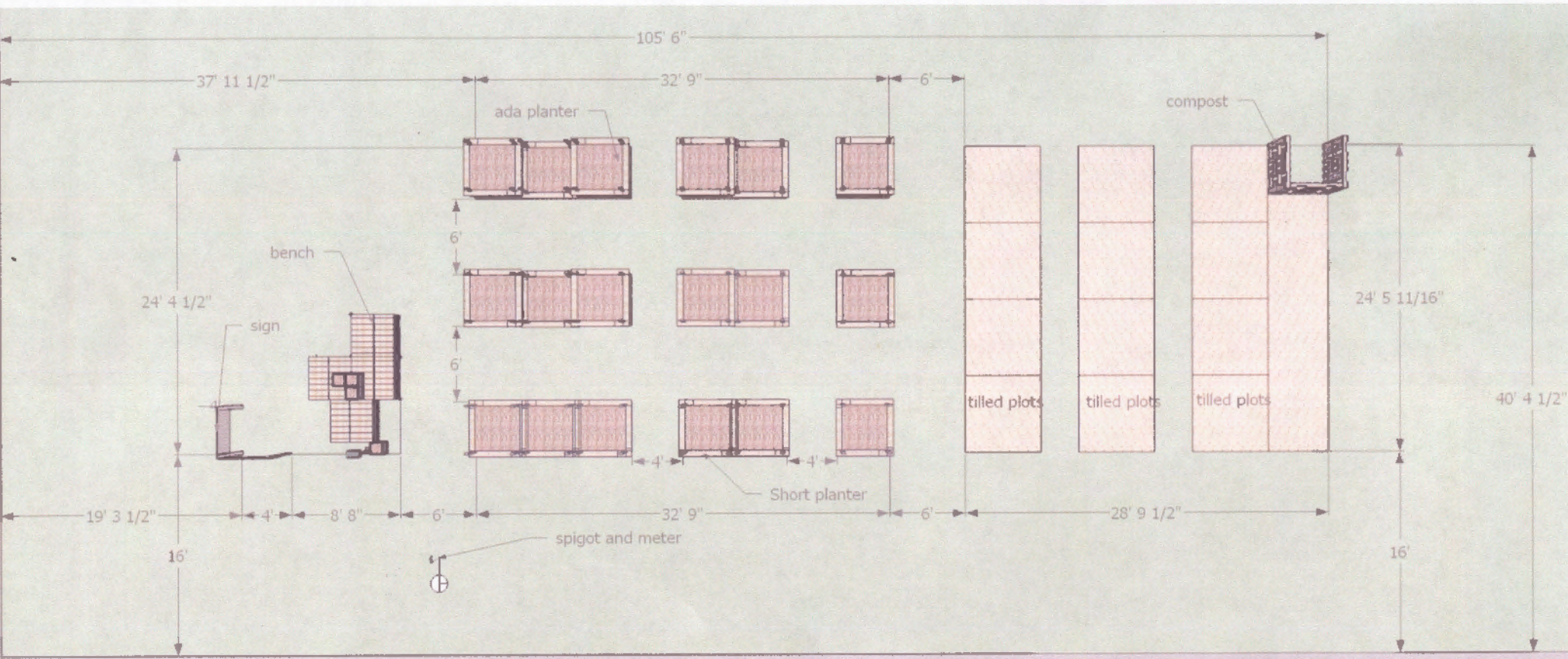
ATTEST: \_\_\_\_\_

DATE: 7/3/12

ATTACHMENT A

SITE PLAN







**ATTACHMENT B**  
**Rules & Regulations**

1. Participants may garden at their own convenience during the hours of 5:00 am to 10:00 pm, seven days a week. No gardening will be conducted outside this time frame.
2. The Community Garden is intended for personal use only. Gardening for commercial purposes is not allowed.
3. Dogs, cats, and other animals are not allowed in the community garden area at any time, except for service animals.
4. Children under 10 years of age in the community garden area must be supervised at all times by a person 18 years of age or older.
5. Garden plot participants are expected to keep their plots clear and free of weeds, grass, and other debris that can harbor insects. Weeds over one (1) foot in height or weeds with seed heads must be removed. Weed definitions include: devil or crab grass, which can spread and choke off other plants.
6. All weeds, cuttings, and other debris must be removed with each visit or before becoming a nuisance.
8. Absolutely no dumping of debris into other garden plots is allowed.
9. Garden plots may not be used to grow illegal plants, perennial plants, or trees of any kind.
10. Crops, plants, vines and vegetation must be contained within the boundaries of one's garden plot. Overlapping onto adjacent pathways or garden plots is prohibited.
11. No fertilizers, insecticides or herbicides will be used that will in any way detrimentally affect adjacent gardens plots or grass areas.
12. Structures, other than trellis for vines and melons, are not allowed in the community garden, unless first approved by the City.
13. One water spigot will be supplied by the City for the entire community garden to utilize. Hoses may be used on a limited basis; LNAC is to supply their own buckets for transport.
14. The City assumes no liability for any injury, damage, theft or loss of property belonging to garden user participants, before, during, or after their usage and/or lease. LNAC will require all users to sign a Release and Indemnification Agreement form and an acknowledgement of the Rules & Regulations before being allowed to use the property.
15. The City reserves the right to have full access to all garden plots at any time in order to ensure that all rules, regulations, and laws are being observed, and if necessary may terminate a garden plot lease or activity for the safety and welfare of City property.

2012-01-006



8 0 1 4 6 8 0  
Tx:4006860

CITY OF URBANA  
RECEIVED

FEB 23 2012

CITY CLERK'S OFFICE

2012R04224

REC ON: 02/16/2012 11:25:03 AM  
CHAMPAIGN COUNTY

BARBARA A. FRASCA, RECORDER

REC FEE: 25.00

PAGES 2

PLAT ACT: 0PLAT PAGE:

530001407

[Space above for Recorder's use only]

**CORPORATE WARRANTY DEED**

THIS INDENTURE WITNESSETH, that the grantor Busey Bank, an Illinois banking corporation, 100 W. University Avenue, Champaign, Illinois, duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to the City of Urbana, Illinois, a municipal corporation, the following described real estate, to-wit:

Lot 112 in Weller's Scottswood Manor, a Subdivision in the City of Urbana, Illinois, as per plat recorded in Book "V" of Plats at page 3, situated in Champaign County, Illinois; Common description: 1603 E. Washington Street, Urbana, Illinois 61802; Permanent Index Number: 92-21-16-402-001;

IN WITNESS WHEREOF, said grantors hereby convey said property:

Subject to: 1. All real estate taxes;  
2. Covenants, conditions, restrictions and easements apparent or of record;  
3. All applicable zoning laws and ordinances;  
situated in the County of Champaign and State of Illinois.

IN WITNESS WHEREOF, said grantor has caused its name to be signed to these presents by its Vice President this 15th day of February, 2012.

BUSEY BANK, an Illinois Banking Corporation,  
By

STEVEN E. HENDERSON, Vice President

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN )SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY certify that STEVEN E. HENDERSON, personally known to me to be a Vice President for Busey Bank, an Illinois banking corporation, as and for his voluntary act has executed said deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of February, 2012.



*Walter Taylor III*  
NOTARY PUBLIC

PREPARED BY:  
JOHN F. BRAMFELD/ejo  
115 North Neil, Suite 101  
Champaign, IL 61820  
(217) 239-1920  
(Fax) 531.9090

RETURN TO:  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

SEND FUTURE TAX BILL TO:  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

Exempt under provisions of Paragraph (b)  
Section 4 Real Estate Transfer Tax Act.

15 Feb 2012 *Paul Wash*  
Date Buyer, Seller or Representative