

ORDINANCE NO. 2022-01-002

AN ORDINANCE  
AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE  
(1501 E. Mumford Drive, Urbana, Illinois)

**WHEREAS**, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the Corporate Authorities of the City may authorize; and

**WHEREAS**, the Corporate Authorities of the City have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the City to acquire certain real estate in order to promote and protect the health, safety, and welfare of the public, particularly the construction and operation of a fire station; and

**WHEREAS**, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement of Purchase and Sale (the “**Agreement**”), a copy of which is attached hereto and incorporated by reference herein, by and between the entity listed below, as Seller, and the City, as Purchaser, whereby the Seller agrees to sell and the City agrees to purchase the certain parcel of real estate, together with related improvements and appurtenances located thereon (as more particularly described in the Contract, the “**Property**”) set forth below:

Chicago Title Land Trust Successor Trustee  
to Busey Bank as Trustee under a trust entitled Trust 1-915  
1501 E. Mumford Dr.  
Urbana, IL 61802  
PIN: 93-21-21-401-020  
Purchase Price: \$905,000.00

; and

**WHEREAS**, the Purchase Price for the Property is shown above.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS**, as follows:

**Section 1.** That the acquisition of the Property by the City from the Seller for the purposes as set forth in the preambles and recitals of this Ordinance and under such terms and conditions as set forth in the Contract be and the same is hereby authorized and approved.

**Section 2.** That for an on behalf of the City, the Mayor is hereby authorized to execute and deliver the Agreement, and the City Clerk is authorized to attest the same.

**Section 3.** That from and after the effective date of this Ordinance, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file all such supplemental documents, agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish

the purposes of this Ordinance and the consummation of the conveyance of the Property to the City in accordance with the respective terms, conditions and undertakings of the Contract.

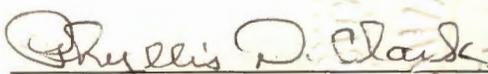
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting held on the date set forth below upon a roll call vote as follows:

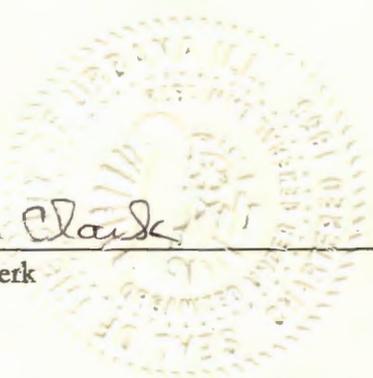
**PASSED BY THE CITY COUNCIL** this 24<sup>th</sup> day of January, 2022.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

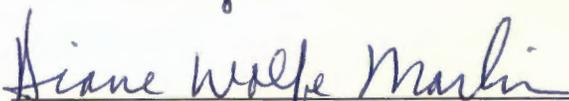
NAYS: None

ASTENTIONS: None

  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk



**APPROVED BY THE MAYOR** this 7<sup>th</sup> day of February 2022.

  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

5253-2108772  
TRUSTEE'S DEED

This indenture made this 11th day of February, 2022 between CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as **Successor Trustee**, under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 9th day of March, 1981 and known as Trust Number **B-1-915** party of the first part, and

**FILED**  
**APR 13 2022**

City Clerk

**2022R03673**  
REC ON: 02/28/2022 02:03:27 PM  
CHAMPAIGN COUNTY  
**AARON AMMONS**  
REC FEE: 52.00  
RHSPS Fee: 9.00  
STATE TAX:  
COUNTY TAX:  
PLAT ACT:  
PAGES 2

Reserved for Recorder's Office

**CITY OF URBANA, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION**  
party of the second part,

whose address is :  
400 S. Vine Street  
Urbana, IL 61801

**WITNESSETH**, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in CHAMPAIGN County, Illinois, to wit:

**LOT 102 OF A REPLAT OF LOT 1 OF EAGLE RIDGE OF URBANA, PHASE 1, AS PER PLAT RECORDED NOVEMBER 3, 2000 AS DOCUMENT NUMBER 2000R25740, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.**

Property Address: 1501 E. Mumford, Urbana, IL 61802

Permanent Tax Number: 93-21-21-401-020

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoove forever of said party of the second part.

**This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.**

5253-210372  
**TRUSTEE'S DEED**

This indenture made this 11th day of February, 2022 between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as **Successor Trustee**, under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 9th day of March, 1981 and known as Trust Number **B-1-915** party of the first part, and

Reserved for Recorder's Office

**CITY OF URBANA, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION**  
party of the second part,

whose address is :  
400 S. Vine Street  
Urbana, IL 61801

**WITNESSETH**, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in CHAMPAIGN County, Illinois, to wit:

**LOT 102 OF A REPLAT OF LOT 1 OF EAGLE RIDGE OF URBANA, PHASE 1, AS PER PLAT RECORDED NOVEMBER 3, 2000 AS DOCUMENT NUMBER 2000R25740, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.**

Property Address: 1501 E. Mumford, Urbana, IL 61802

Permanent Tax Number: 93-21-21-401-020

together with the tenements and appurtenances thereunto belonging.

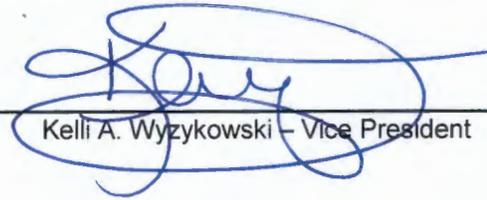
TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoove forever of said party of the second part.

**This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.**

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, the day and year first above written.



**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee as Aforesaid

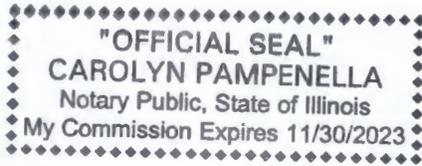
By:   
Kelli A. Wyzykowski - Vice President

**State of Illinois**  
**County of Cook**

**SS.**

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 11th day of February, 2022.



  
NOTARY PUBLIC

**This instrument was prepared by:**  
**CHICAGO TITLE LAND TRUST COMPANY**  
**10 S. LaSalle Street**  
**Suite 2750**  
**Chicago, IL 60603**

AFTER RECORDING, PLEASE MAIL TO: *AND*  
City of Urbana  
c/o Diane Wolfe Martin  
400 S. Vine  
Urbana, IL 61801

SEND SUBSEQUENT TAX BILLS TO:  


City of Urbana  
Collectors Office  
400 S Vine St  
Urbana, IL 61801  
(217) 384-2346

002397-0010

04/12/2022 11:26AM

**MISCELLANEOUS**

Description: CAPITAL  
IMPROVEMENT-RENT OF  
LAND (CIRENT)

Reference 1: 1501 E

Reference 2: MUMFORD

CAPITAL

IMPROVEMENT-RENT OF  
LAND (CIRENT)

2022 Item: CIRENT

1.0 @ 1.00

CAPITAL

IMPROVEMENT-RENT OF  
LAND (CIRENT)

1.00

-----  
1.00

**Subtotal**

1.00

**Total**

1.00

CHECK

1.00

Check Number 2530

**Change due**

-----  
0.00

Paid by: SOLA GRATIA FARM



Comments: JONES - CHECK  
SOLA GRATIA FARM  
1501 E MUMFORD

Thank you for your payment!

CUSTOMER COPY

72



8 4 1 2 5 1 0

Tx:4168085

# Recording Cover Sheet

Lease Agreement for 1501 E. Mumford Drive, Urbana, Illinois  
Entered between the City of Urbana and Sola Gratia Farm.

**2022R06369**

REC ON: 04/11/2022 10:54:04 AM

CHAMPAIGN COUNTY

**AARON AMMONS**

REC FEE: 51.00

RHSPS Fee:

STATE TAX:

COUNTY TAX:

PLAT ACT:

PAGES 7

Prepared for recording by:

Phyllis D. Clark, City Clerk

400 S. Vine St., Urbana, IL 61801

(G)

Return to:

Phyllis D. Clark, City Clerk  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

**LEASE AGREEMENT**  
**1501 E. MUMFORD DRIVE, URBANA, ILLINOIS**

This Lease Agreement (the “Lease”) is entered into between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “City”) and **Sola Gratia Farm**, an Illinois Not For Profit Corporation (“SGF”). This Lease shall become effective upon the date of the later of the City and SGF to execute and date this Lease and deliver it to the other (the “Effective Date”).

**RECITALS**

**WHEREAS**, the City has recently purchased the real property identified in Exhibit A (the “Leased Premises”); and

**WHEREAS**, SGF has farmed the Leased Premises for a number of years under a Cash Rent Farm Lease with the former owner; and

**WHEREAS**, SGF desires to continue to farm the Leased Premises for the 2022 growing season; and

**WHEREAS**, the City does not yet need the land for the purpose for which it was acquired (i.e., construction of a fire station); and

**WHEREAS**, the parties now desire to grant the SGF the right to farm the Leased Premises for the 2022 growing season.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SGF hereby agree to the following Lease terms:

**SECTION 1. LENGTH OF TENURE**

The term of this Lease will be from March 1, 2022 to October 31, 2022, and SGF shall surrender possession at the end of the term. There is no intent on the part of the parties to extend this Lease, although if circumstances so dictate and the parties so desire, this Lease may be extended in writing.

**SECTION 2. DIVISION OF CROPS AND RENT**

SGF agrees to pay the City One Dollar (\$1.00) for the Leased Premises for the term of this Lease.

SGF shall receive One Hundred Percent (100%) of the crops produced on the Leased Premises.

**SECTION 3. SGF’s INVESTMENT AND EXPENSES**

To the extent that any real estate taxes are due for the Leased Premises as a result of any non-exempt use of the property by SGF, SGF will be responsible for paying the real estate taxes.

SGF shall pay all expenses related to its operation of the Leased Premises for crop production.

#### **SECTION 4. SGF'S DUTIES IN OPERATING A FARM ON THE LEASED PREMISES**

SGF further agrees that it will perform and carry out the stipulations below:

1. To farm the land in accordance with good farming and land husbandry practices.
2. To use the property solely for the purpose of growing and harvesting crops, including truck or vegetable crops.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same, and to keep the weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure or impair them.
6. To keep the farm neat and orderly.
7. To comply with rules and regulations as mandated by the Illinois Pollution Control Board and the Environmental Protection Agency. This includes controls with regard to the application of and/or disposal of farm chemicals and/or chemical spills.
8. Not to assign this Lease to any person or persons or sublet any part of the Leased Premises.
9. To remove snow from any public sidewalks abutting the Leased Premises within 24 hours following the conclusion of a snowfall or two (2) inches or more.
10. SGF shall maintain liability insurance for the Leased Premises with minimum coverages of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) taken together, in full force and effect throughout the Lease term. The City of Urbana shall be listed as an additional insured.
11. SGF shall keep the Leased Premises free of all liens arising out of any work performed, materials furnished, or obligations incurred by SGF or its agents.

#### **SECTION 5. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY**

1. Termination upon default. If either party fails to carry out the terms of this Lease in a due and proper time, the Lease may be terminated by the other party serving a written notice citing the instance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of paragraph 3 of this section.
2. Yielding possession. SGF agrees that at the expiration or termination of this Lease, it will yield possession of the Leased Premises to the City without further demand or notice. SGF will return the Leased Premises to the City in its current condition, with all equipment and structures having been removed.

3. City's lien for rent or performance. The City's lien provided by the law on crops grown or growing shall be the security for the rent and/or expenses herein specified and for the faithful performance of the terms of the Lease. If SGF fails to pay the rent or expenses due or fails to keep any of the terms of this Lease, all costs and attorney's fees of the City in enforcing collection or performance shall be added to and become a part of the obligations payable by SGF hereunder.
4. City's right of entry during the term of the Lease. The City reserves the right of itself, its agents, employees, or assigns to enter upon the Leased Premises at any reasonable time for the purpose of viewing or inspecting the same.
5. Extent of agreement. The terms of this Lease shall be binding on the heirs, executors, administrators, and assigns or both the City and SGF in like manner as on the original parties.

#### **SECTION 6. INDEMNIFICATION**

SGF shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to SGF's use of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Lease.

#### **SECTION 7. NOTICES**

All notices required under this Lease shall be given in writing and delivered to the following:

TO THE CITY:            Director  
                                 Urbana Public Works  
                                 400 South Vine Street  
                                 Urbana, Illinois 61801

TO SGF:                    Traci Barkley  
                                 Sola Gratia Farm  
                                 2200 Philo Rd.  
                                 Urbana, IL 61802

#### **SECTION 8. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS**

SGF shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county and local regulatory authorities.

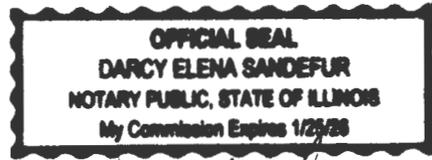
IN WITNESS WHEREOF, the City and SGF have caused this Lease to be executed by their duly authorized officer(s) as of the date set forth below.

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

By: *Aiane Wolfe Marlin*  
Mayor

ATTEST:

By: *Darcy Sandefur*  
Deputy City Clerk  
Date: 4/11/2022



*Darcy Sandefur*

SOLA GRATIA FARM

By: *Paul G Chapman*  
Pastor Paul Chapman, President

Date: 3-30-22

**EXHIBIT A**

**Plat of 1501 East Mumford Drive, Urbana, Illinois**





**LEASE AMENDMENT**  
**1501 E. MUMFORD DRIVE, URBANA, ILLINOIS**

**This Lease Amendment** (the “**Amendment**”) is entered into between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “**City**”) and **Sola Gratia Farm**, an Illinois Not For Profit Corporation (“**SGF**”). This Amendment shall become effective upon the date of the later of the City and SGF to execute and date this Amendment and deliver it to the other (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and SGF entered into a Lease Agreement (“**Lease**”) that commenced on March 1, 2022 with a term ending on October 31, 2022; and

**WHEREAS**, SGF desires to continue to farm the Leased Premises until December 31, 2022; and

**WHEREAS**, the City will only need the Leased Premises for the purpose of conducting soil borings and other engineering testing during the months of November and December; and

**WHEREAS**, SGF acknowledges that some plants may be damaged or destroyed by the equipment used to perform this testing, although both parties will seek to keep such damage to a minimum; and

**WHEREAS**, with the understanding cited above, the parties desire to extend the termination date of the Lease until December 31, 2022.

**AMENDMENTS**

Section 1 of the Lease shall be amended to extend the term of the Lease to December 31, 2022.

Section 5, Paragraph 4 of the Lease shall be amended to include the following: “In addition, the City, its agents, and/or its contractors may enter upon the Leased Premises for the purposes of conducting soil borings and other engineering testing. The parties acknowledge that some plants may be damaged or destroyed by the equipment used to perform this testing. Both parties will cooperate in an effort to minimize such damage.”

No other provisions of the Lease are modified by this Amendment.

IN WITNESS WHEREOF, the City and SGF have caused this Amendment to be executed by their duly authorized officer(s) as of the date set forth below.

**CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS**

By: *Heidi Wolfe Martin*  
Mayor

ATTEST:

By: *Phyllis D. Clark*  
City Clerk

Date: *8/15/2022*

**SOLA GRATIA FARM**

By: *Paul G. Chapman*  
Pastor Paul Chapman, President

Date: *Aug. 13, 2022*