

LICENSE AGREEMENT
(Temporary Use of Publicly Owned Property)
(306 and 306.5 North First Street)

THIS LICENSE AGREEMENT is made and entered into on the first date that it is fully executed by both of the parties hereto between the CITY OF CHAMPAIGN, Illinois, a municipal corporation of the State of Illinois (“Licensor”) and the CITY OF CHAMPAIGN TOWNSHIP (“Licensee”).

WITNESSETH:

WHEREAS, the Licensor owns two parcels of real property located at 306 and 306.5 North First Street, Champaign, Illinois, legally described below and hereinafter referred to as the “Licensed Premises”; and

WHEREAS, Licensee proposes to use said property as a community garden.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Grant of License. Licensor hereby licenses to the Licensee for the purposes of operating a community garden on a portion of the City owned lots at 306 and 306.5 North First Street, Champaign, Illinois, hereinafter referred to as the “Property,” and legally described as follows:

306 and 306.5 North First Street

Tract 1

The North 33 feet of the South 66 feet of Lot 45 of a Subdivision of the North Half of Lot 2 of the Southwest Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Deed Record “F” at Page 347, situated in the City of Champaign, Champaign County, Illinois.

Tract 2

The South 66 Feet of Lot 45 of a Subdivision of the North Half of Lot 2 of the Southwest Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Deed Record “F” at page 347, situated in the City of Champaign, Champaign County, Illinois.

PIN – Tract 1: 46-21-07-302-002 and Tract 2: 46-21-07-302-003

Section 2. Compliance with Laws. Licensee hereby agrees to abide by all applicable laws, regulations and ordinances now existing or those that become applicable in the future.

Section 3 Utilities. Licensee agrees to assume all water utility costs associated with the subject property.

Section 4. Permitted Structures and Objects; Improvements to Premises. Licensee shall be permitted to construct and locate the following associated objects on the subject parcel: storage shed (not to exceed 10 foot by 16 foot), gazebo, trellis, raised garden beds, pavers, perimeter fence (not to exceed 4 feet in height), patio (not to exceed 16 feet by 20 feet and constructed of concrete), rain barrels, compost station in accordance with current applicable City regulations regarding the location and maintenance of compost, informational signs, and open walled shelter with roof (not to exceed 12 feet by 20 feet), high tunnels (also called hoop houses), and building to be used for washing and storing produce and classroom instruction. Licensee agrees to construct raised beds with imported soil to minimize contact with the existing soil.

Licensee may make material improvements to the premises, as it deems necessary for its use, only with prior written consent of the Licensor.

Section 5. Environmental Issues. Licensee acknowledges that the subject property has previously contained underground storage tanks and soil testing has occurred in 1991 and 2010 to verify the lack of BTEX, PNA and lead compounds. Licensee accepts the property "as is" and the Licensor makes no warranty or guarantee as to the suitability of said property for the production of crops.

Section 6. Safety and Security. Licensee shall maintain the location so as to be safe for all persons coming in to contact with said property. Licensee shall be responsible for securing all personal property and storage to prevent unauthorized access. Licensor is not responsible to Licensee, its heirs, assigns or volunteers whatsoever for any lost, damaged or stolen property from

the location. Licensee shall be responsible for all landscaping maintenance of the licensed area including, but not limited to, lawn and plant care.

Section 7. Insurance Requirement. Licensee shall maintain commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance with companies qualified to do business in Illinois, rated A- VIII or better in the current A.M. Best key rating guide, with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. The CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. Licensor shall be included as an insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Licensor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Section 8. Indemnification. To the fullest extent allowed by law, Licensee shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature for damages to property or injuries, including death, to persons, including Workers Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the use of the Property by Licensee or Licensee's employees or agents and acts or omissions of employees or agents, unless caused solely by the negligence of the City, its officers or employees.

Insurance coverage specified in this contract shall in no way lessen or limit the liability of Licensee under the terms of the Agreement. Licensee shall procure and maintain at Licensee's own cost and expense, any additional kinds and amounts of insurance that, in Licensee's own judgment, may be necessary for its proper protection.

Section 9. Term and Renewal. The license shall be valid until September 9, 2022 unless terminated in accordance with this Agreement. The term shall automatically renew for an additional period of one year on September 9 of each year thereafter unless either party gives written notice of termination of the license agreement to the other party at least thirty (30) days prior to the end of the term. Unless otherwise expressly provided in the written renewal, all terms and conditions shall remain in full force and effect.

Section 10. Termination by Licensor. This License Agreement shall be revocable and terminable by the Licensor at an earlier date for any of the following reasons:

- (a) In the event said property is required by the Licensor for a municipal use or purpose;
- (b) In the event the location is maintained in such a way as to constitute a public nuisance;
- (c) In the event Licensee fails to utilize the property in accordance with the terms and conditions of this Agreement;
- (d) In the event of any act or omission of Licensee constituting cause for such termination and/or revocation under any State or Federal law or local regulation or ordinance.

Any such termination and/or revocation shall be effective upon three (3) days written notice by the Licensor, sent by first class mail, to Licensee or its assignees, except termination due to the reason set forth in Section 10(a), in which case termination shall be effective upon sixty (60) days' notice in writing sent by first class mail.

Section 11. Termination by Licensee. If Licensee determines that it can no longer adhere to the requirements of this Agreement, Licensee shall notify the City in writing of its intent to terminate this Agreement.

Section 12. Judicial Order to Terminate. Should any court of competent jurisdiction find that this License is invalid, Licensee shall remove all of its property, complete with all items and appurtenances thereto as ordered by the Court and seek no damages from the City for the same.

Section 13. Return to Original Condition. Upon termination, Licensee shall return the property to its original condition or to a condition deemed satisfactory to the City Engineer at Licensee's sole expense, within 60 days of receipt of written direction to do so from the City Engineer, unless otherwise agreed to in writing by the parties.

At the termination of this Agreement, Licensee may, at its discretion, leave immovable property such as raised beds, fencing, and buildings. Licensee will remove refuse and personal property such as farming equipment brought onto the property by Licensee.

If the licensee fails to remove its property and return the location to an acceptable condition, within the amount of time provided in this Section, the City may arrange for removal of the same and repair the property and bill the Licensee or his/her/its assignee, for the costs and expenses of the same. Costs and expenses shall include but are not limited to actual costs with regard to time of City employees and/or contractors, materials, transportation, title searches or certifications, preparation of lien documents, foreclosures, and attorney's fees.

Section 14. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

Section 15. Assignment. Licensee may not assign or transfer this license without written approval of the City; said consent shall not be unreasonably withheld.

Section 16. Binding Effect. This Agreement shall be fully binding upon the parties and their successors and assigns.

Section 17. Jurisdiction and Venue. This Agreement shall be governed by the law of the State of Illinois and the only appropriate venue shall be the State or Federal courts lying within Champaign County, Illinois.

Section 18. Notices. All notices required by this agreement shall be addressed as follows:

Licensor
City Manager
City of Champaign
102 N. Neil Street
Champaign, IL 61820

Licensee
Township Supervisor
City of Champaign Township
53 E. Logan Street
Champaign, IL. 61820

Section 19. Full Agreement of the Parties. This Agreement constitutes the full agreement of the parties and all intentions and understandings of the parties are contained herein.

IN WITNESS WHEREOF, the City has caused this License Agreement to be executed by its City Manager and attested by its City Clerk, and the official seal of the City to be hereunto affixed, and the Licensee has caused this License Agreement to be executed the day and year first above written.

CITY OF CHAMPAIGN, ILLINOIS,
Licensor

CITY OF CHAMPAIGN TOWNSHIP
Licensee,

BY: _____
City Manager

BY: _____
Township Supervisor

ATTEST

BY: _____
City Clerk

BY: _____
Township Clerk

DATE: _____

APPROVED AS TO FORM:

Assistant City Attorney/Township Attorney