

**CITY OF AURORA GARDEN LEASE WITH THE  
MARIE WILKINSON FOOD PANTRY**

**LOCATION OF PREMISES:**

Vacant lots located at 843 – 845 Highland Avenue, PIN 15-16-402-001; 839 N. Highland Avenue, PIN 15-16-402-002; 833 – 835 Highland Avenue, PIN 15-16-402-003; and 821 N. Highland Avenue, PIN 15-16-402-006; and part of the lot located at 811 N Highland Avenue, PIN 15-16-402-024 (**only** the area north of the existing fence line), all of which are located in Aurora, Illinois. See Exhibit A which depicts leased premises.

**PURPOSE:**

The purpose of this Garden Lease (“Lease”) is to allow the Marie Wilkinson Food Pantry (“Pantry” or “Lessee”) access and control of certain vacant lots owned by the City of Aurora (“City” or “Lessor”) for urban vegetable and/or flower gardens by community members.

**LESSEE:**

MARIE WILKINSON FOOD PANTRY  
an Illinois Not-For-Profit Corporation  
834 N. Highland Avenue  
Aurora, IL 60506

**LESSOR**

CITY OF AURORA,  
an Illinois Municipal Corporation  
44 East Downer Place  
Aurora, Illinois 60507

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for use as aforesaid, the Premises designated above (the “Premises” or the “Garden Lots”), together with the appurtenances thereto, for the term as set forth in paragraph 2.

1. **USAGE OF GARDEN LOTS.**

(a) Lessee agrees to ensure that the garden lots shall only be used as an urban garden for the cultivation of annual vegetables and/or flowers by members of the community. Lessee agrees that no other usage of the Premises will be allowed unless it obtains written consent from Lessor.

(b) Lessee agrees that it will be solely responsible for providing adequate and reasonable oversight of the Garden Lots, including, without limitation, work done by the community members in the garden, to ensure that the Premises are used only in accordance with the terms set forth in subsection (a).

2. **RENT; TERM.**

This Lease shall commence on January 1, 2021, and be in effect for a period of one (1) year. This Lease is renewable for five (5) successive one (1) year terms subject to written consent of both Parties annually. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated hereafter until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Rent shall be in the amount of one (1) dollar(s) (\$1.00) per year and be due and payable within 30 days of the commencement.

3. **LESSEE NOT TO MISUSE; SUBLET; ASSIGN PREMISES.**

(a) Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than as an urban garden for the growth of vegetables and/or flowers, and will not allow the Premises to be occupied in whole or in part by any other person, and will not sublet the same or any part thereof, nor assign this Lease, nor will Lessee permit any transfer by operation of law of the interest in the Premises acquired through this Lease, and will not permit the Premises to be used for any unlawful purpose, or for any purposes that will injure the reputation of the Lessor.

(b) Lessee will not make or allow anyone using the Premises to make any permanent surface improvements without prior written authorization by the Lessor. All permitted alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise agreed to in writing by Lessor. At the request of Lessor, Lessee shall remove all improvements at its costs at the termination of the Lease.

4. **ACCESS TO PREMISES.**

Lessor will allow Lessee free access to the Premises between dawn and dusk. Lessee will not access the Premises after dusk or before dawn, except in case of emergency, or to make any needful repairs or alterations thereof which Lessee may see fit to make.

5. **ABANDONMENT OF THE PREMISES.**

If Lessee abandons, vacates or leaves the garden unattended for a period longer than three (3) months, the Lessor reserves the right to regain control of the Premises and remove any vegetation, temporary structures, gardening equipment or tools or any other such items left on the Premises. The parties presume little to no activity other than required maintenance per Paragraph 10 herein during the months of October through March.

6. **INDEMNITY.**

(a) Lessee covenants and agrees that it will protect, save and keep the Lessor forever harmless and indemnified against and from any penalty, any cause of action, regardless of the nature of such action, claim, demand, damages or charges imposed for any acts or omissions by Lessee, whether occasioned by the Lessee or those holding under Lessee, and the Lessee will at all times protect, indemnify, save and keep harmless, the Lessor against and from any and all said claims, demands and causes of action and from any and all loss, costs, damage or expenses including reasonable attorney fees and costs incurred by Lessor, with or without court action, arising out of any violation or alleged violation of any law or negligent, willful, wanton or intentional conduct, acts or omissions by Lessee, its employees, agents or directors, or those holding under Lessee. Lessee will promptly notify Lessor of any possible claim, action, demand or suit.

(b) Lessee shall require each person working in the Garden Lots, whether employed by Lessee or not, to sign a Waiver, a copy of which is attached as Exhibit B, releasing the Lessor from any liability resulting from any claims, actions, suits or any other legal proceeding relating to the use of the Garden Lots. Lessee will maintain said signed waivers in its records while it is leasing the Premises and for a period of three (3) years after the termination of the Lease.

7. **FIRE PROTECTION.**

Lessee shall conform to all applicable fire codes of any governmental authority and with reasonable rules and regulations of Lessor's fire underwriters and their fire protection personnel.

8. **EXTRA FIRE HAZARD.**

There shall not be allowed, kept or used on the Premises any inflammable or explosive liquids or materials, nor any hazardous materials of any kind.

9. **INSURANCE.**

(a) Lessee shall procure and maintain policies of insurance, at its own cost and expense, providing for public liability insurance during the entire term hereof covering both Lessee and Lessor as named co-insureds with terms and in companies satisfactory to Lessor with limits of not less than \$1,000,000/2,000,000 for personal injury and \$1,000,000 for property damage for any one occurrence.

(b) The aforesaid insurance shall be in companies and in form, substance and amount satisfactory from time to time to Lessor. The aforesaid insurance shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Lessor for the purpose of assuring such notice as to liability insurance, Lessor shall be designated therein as the "Additional Named Insured". The original insurance policies (or certificates thereof satisfactory to

Lessor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at the Commencement Date, and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage. Lessee's Insurance shall provide primary coverage and any insurance of Lessor shall be considered secondary and non-contributory.

10. **MAINTENANCE OF GARDEN LOTS.**

Lessee agrees to observe the following minimum requirements throughout the term of this Lease:

(a) Soil will not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property. Any grass areas must be grown and maintained in accordance with all applicable ordinances and property maintenance standards.

(b) If the Lessee will be composting vegetable matter during the lease period, the compost material must not contain any hazardous or harmful materials. All compost matter must be secured in a bin.

(c) At all times during the Lease term, the Garden Lots shall be kept free of trash and debris. Lessee shall likewise keep sidewalks and driveways clear of snow and ice.

(d) Any temporary fencing, screen, lattice work, compost bins, etc. must be maintained. After the Lease period has ended, all previously mentioned temporary structures shall be removed, unless prior written authorization is obtained from the Lessor.

(e) At the end of the Lease term, all plant material must be removed.

(f) Lessee will not cut down, cause damage to, or remove from the Premises any bushes or trees without prior written consent from Lessor.

(h) Lessor will abide by any and all applicable federal, state, and local laws, regulations and/or ordinances relating to the maintenance and upkeep of the Premises.

11. **QUIET ENJOYMENT.**

Lessee warrants and covenants that it will make every reasonable effort to ensure that the Premises are used as specified herein and in accordance with all applicable ordinances in order to ensure the peaceful and quiet enjoyment of the surrounding properties.

12. **OUTDOOR SIGNS AND BANNERS.**

Lessor and Lessee shall jointly approve location, size, materials and shape of all outdoor signs and banners in accordance with all applicable ordinances.

13. **TERMINATION OF LEASE.**

Lessor may terminate the lease for any reason at any time, provided that thirty (30) days written notice is given to Lessee.

14. **NOTICE.**

Notices or other writings which either party is required to, or may wish to send to the other in connection with this Lease, shall be in writing and shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to Lessor:

Mayor  
City of Aurora  
An Illinois Municipal Corporation  
44 East Downer Place  
Aurora, Illinois 60507

With a Copy to:

City of Aurora  
Corporation Counsel  
44 E. Downer Place  
Aurora, Illinois 60507

If to Lessee:

Marie Wilkinson Food Pantry  
c/o \_\_\_\_\_  
834 North Highland Avenue  
Aurora, Illinois 60506

or to such other address as either party may from time to time designates in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States mail.

15. **ASSIGNMENT.**

This lease may not be assigned by the Lessee.

16. **SUCCESSOR AND ASSIGNS.**

Except as may herein be otherwise provided, the terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the heirs, assignees and successor of the parties hereto.

17. **SEVERABILITY.**

It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provision hereof.

18. **GOVERNING LAW.**

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

19. **AMENDMENTS.**

No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Lessor and Lessee.

20. **HEADINGS.**

The paragraph headings are for convenience only and do not define, limit, or describe the contents.

**IN WITNESS WHEREOF**, the Lessor, CITY OF AURORA, a municipal corporation, has caused this lease to be executed by its Mayor and attested by its City Clerk, and its corporate seal hereby affixed, and the Lessee, MARIE WILKINSON FOOD PANTRY., has caused this lease to be executed, on this 19<sup>th</sup> day of October, 2020.

LESSEE

LESSOR:

MARIE WILKINSON FOOD PANTRY  
An Illinois Not-For-Profit Corporation

CITY OF AURORA,  
an Illinois Municipal Corporation

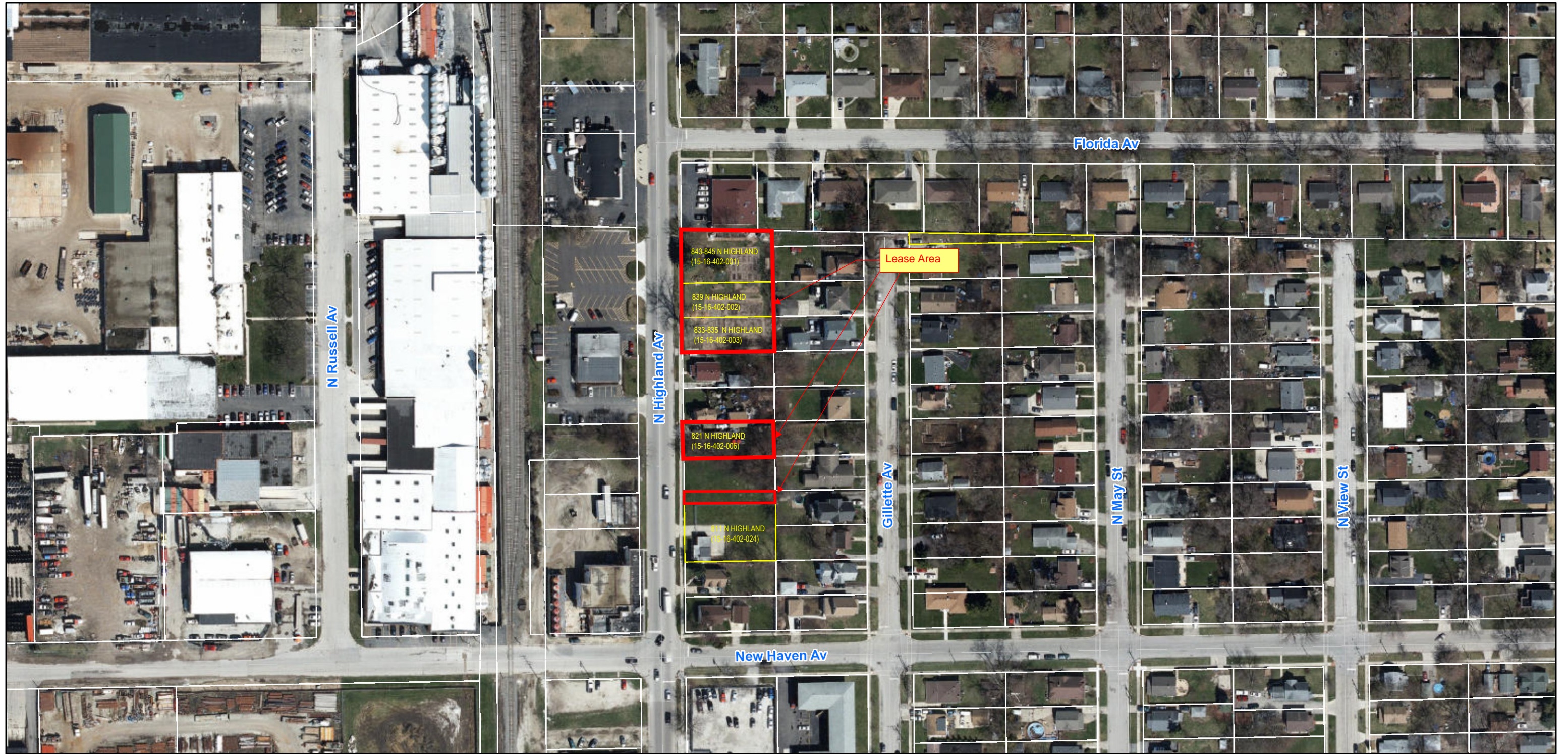
BY: Diane Renner

BY: \_\_\_\_\_  
Mayor

ATTEST: Cathy Ferrel

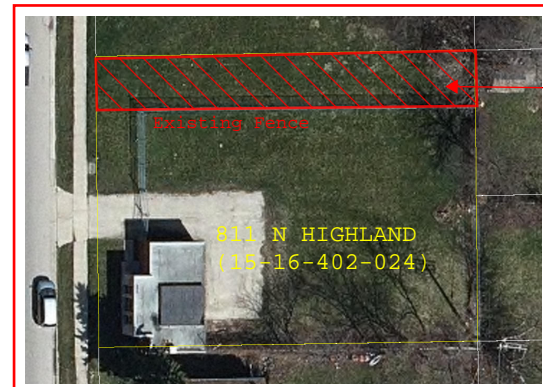
ATTEST: \_\_\_\_\_  
City Clerk

# Exhibit A

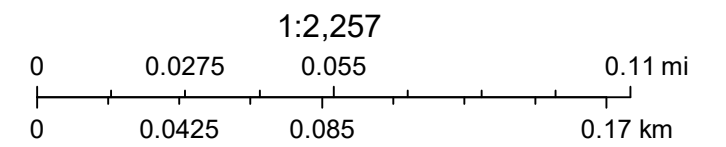


September 17, 2020

- COA Owned Parcels
- Parcels
- Fox River



Lease Area at  
811 N. Highland



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
The City of Aurora GIS and Engineering Department.



**EXHIBIT B**

**WAIVER/HOLD HARMLESS AGREEMENT**

In consideration of the gardening volunteer work to be performed free of charge and organized by Marie Wilkinson Food Pantry, a non-profit charitable organization, on the premises located on 811-845 N. Highland Avenue, Aurora, Illinois 60506, (the "Premises") and in light of the aims and purposes of the community service provided by establishing an urban garden:

I, \_\_\_\_\_, hereby agree, for myself, my heirs, assigns, executors, and administrators, to release and hold the City of Aurora, its employees, officers, agents and assigns, harmless from any cause of action, claim or suit arising from my work or participation involving the urban garden.

I hereby absolve, release and waive any and all liability, actions, claims, or demands for injuries sustained while I am gardening or performing any other activity on the Premises that may arise or accrue against the City of Aurora, its employees, officers, agents and assigns, collectively or individually. Without limiting the generality of the foregoing, I agree that this waiver and release shall include any rights or causes of action resulting from any personal injury, death or damage to my property sustained in connection with any activity performed on the Premises.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Aurora, Illinois.

\_\_\_\_\_  
Participant (Signature)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_