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Fred Kondritz, Mayor

MOW TO OWN PROGRAM

The City of Benton owns numerous vacant properties throughout the city available for sale or transfer. In order to make these properties more affordable to acquire, the City is implementing a Mow to Own program. The Mow to Own program helps adjacent property owners acquire the vacant properties and improve neighborhoods at the same time by permitting acquisition of the property through routine maintenance instead of a cash purchase.

The Mow to Own program commits applicants to maintain the vacant property for one year, after which period the property is signed over (conveyed) to applicant. It is the desire of the City to see these lots incorporated into neighboring yards and improved.

PROGRAM GUIDELINES

Eligible Participants:

- Adjacent owner-occupants that own adjacent property.

Requirements:

- Applicant must maintain the property for a one-year period. General maintenance includes mowing of grass, raking leaves, removal of fallen trees or branches, picking up trash and compliance with all other applicable City Ordinances.
- Applicant must not have any nuisance, building and/ or zoning violations against them within the last two years.
- No delinquent utility account withing the last two years.
- Applicant has not failed to pay property tax in the last two years.
- Must own and occupy the property adjacent to the vacant lot.
- Applicant cannot build on the site (but can otherwise use, such as gardening) until the one-year period is over and the property is conveyed to the applicant. During the one year period, the applicant has only a right to possess/occupy and to maintain, and shall have no ownership interest in the property.

Process:

- Select vacant lot from surplus property list and submit application. Applications for lots not listed on surplus list will not be considered.
- Submit application fee \$100 (non-refundable) with application. Application fee covers administrative and legal fees of City.
- Applications will be reviewed by City staff. As required, staff may request additional information for consideration of approval.

- If approved the applicant will be required to sign a Memorandum of Understanding stating requirements to fulfill obligation of maintenance. The Memorandum of Understanding cannot be transferred by the applicant to another person without the written consent of the City. The Memorandum of Understanding will become null and void if applicant fails to perform agreed upon maintenance at any time during the agreed upon time period. If applicant fails to fulfill his/her maintenance obligation. As determined solely by City, applicant shall have no right to cure the default. Notice that the Memorandum of Understanding has been voided by City will be given to applicant at the address appearing upon the application, unless applicant has informed City of a new address in writing, upon such notice, applicant shall immediately vacate the property and shall not thereafter enter upon the property.
- After a one year time period has passed the property will be conveyed to the applicant by quit claim deed. Applicant must record the quit claim deed at the Franklin County Recorder's Office, at applicant's expense, within 15 days from delivery of the quit claim deed; the City shall have the right to declare the quit claim deed void if applicant fails to record the quit claim deed as required. The City will not provide title insurance to the purchaser. The purchaser may independently purchase title insurance through title company.

Additional Conditions:

Applicant, by signing the Memorandum of Understanding, acknowledges that applicant has inspected the property and accepts the property "AS IS" and acknowledges that City has made no representations or warranties regarding the property.

Applicant, by signing the Memorandum of Understanding, acknowledges that the Applicant, and each person entering upon the property, knowingly assumes the risk of injury or damage which any of same or the property of same may sustain as the result of the maintenance and/ or use of the property by applicant or said person, and that the City has no liability to applicant, nor to any person entering upon the property. Applicant is solely responsible for the condition of the property. Applicant waives any claim it may have against City by reason of the condition of the property or by reason of applicant's use or maintenance of the property or for any other reason related thereto, and applicant releases the City from any and all claims and demands for damages or injuries which applicant or any of applicant's family members, friends guests, permittees, agents, servants, employees, or licensees, or any other occupant or trespasser upon the property may sustain which may give rise to any liability by City.

Applicant, by signing the Memorandum of Understanding, covenants and agrees that applicant will indemnify, defend and hold harmless City, its officers, agents, and employees from and against any and all liability claims, damages, expenses, (including reasonable attorneys' fees), fees, fines, penalties, proceedings, actions, and causes of action of any and every kind of nature arising or growing out of or in any way connected with this Agreement, or with the use of the property by applicant or by any other person, or with any condition of or condition upon the property.

CITY OWNED MOW TO OWN PROPERTIES

Properties	Legal	Parcel #	Size	Use	Zoning
108 N. 9 th St	Lot 9 Blk 12 Kirkpatrick & Dimons Add	08-17-363- 002	53x120	Vac. Land	R-2 Residential
411 N. Commercial St.	S43 Ft Lot 4 Joplin's Add	08-18-401- 004	43x100	Vac. Land	R-2 Residential
304 N. Grand St.	Lot 5 Block 4 Joplin's 4 th Add	08-18-413- 005	50x150	Vac. Land	R-2 Residential
306 North Grand	Lot 4 Blk 4 Joplin's 4 th Add	08-18-413- 004	50x150	Vac. Land	R-2 Residential
SE Corner of Buchanan St./ Smith St.	Lot 7 Hickman & Moore 2 nd Add	08-18-417- 001	50x150	Vac. Land	R-2 Residential

MOW TO OWN APPLICATION

Name: _____

Address: _____

Phone Number: _____

Email: _____

Address Of Property Being Maintained: _____

Inventory Number: _____

Pin: _____

1. Mark one of the following options:

I own and occupy the adjacent property.

2. Have you failed to pay property taxes withing the last two years?

Yes

No

3. Have you received a notice from the City in the last two years stating you are in violation of City Ordinances?

Yes

No

4. Have you had your water service disconnected due to nonpayment withing the last two years?

Yes

No

If you answered yes on numbers 2, 3 or 4 please explain:

SIGNATURE: _____

DATE: _____