

**AN ORDINANCE APPROVING AN AGREEMENT
FOR TEMPORARY USE OF RIGHT-OF-WAY**

(1008 W. STOUGHTON)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement For Temporary Use of Right-of-Way in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2. That the Mayor and the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 6th day of March,
2000.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 7th day of March, 2000.

Tod Satterthwaite
Tod Satterthwaite, Mayor

AGREEMENT FOR TEMPORARY USE OF RIGHT-OF-WAY

[at 1008 W. Stoughton Street]

THIS AGREEMENT, made and entered into this 13th day of March 2000 by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and HARRCO CONSTRUCTION, INC. (hereinafter referred to as "Harrco").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the City and Harrco do mutually covenant and agree as follows:

- A. Stoughton Street is a 66-foot dedicated right-of-way between the west right-of-way of Gregory Street and the east right-of-way of Harvey Street.
- B. Harrco is herein granted by the City a limited right to excavate within said right-of-way for the purposes of constructing an underground parking garage and an aboveground apartment building. Said excavation is temporary in nature in order to facilitate the construction of an underground parking garage and above ground apartment building. This grant of authority does not include the right of said parking garage or apartment building to encroach into the Stoughton Street right-of-way.
- C. The purpose of the herein permitted right to excavate upon such right-of-way shall be limited solely to the construction of an underground parking garage and above-ground apartment building structure location, of which is shown on Exhibit A, and for incidental uses directly related thereto. Upon completion of said construction and satisfactory restoration per Paragraph (D), this Agreement shall immediately lapse and terminate. Any additional use of said right-of-way, other than that specifically named, without the further express written consent of the City, shall be construed as a violation of this agreement and an automatic and immediate termination of this agreement.
- D. When so instructed by the Director of Public Works of the City of Urbana (hereinafter "Director"), Harrco will cause the Stoughton Street right-of-way at 1008 W. Stoughton, or any portion thereof, to be restored as nearly as possible in conformance with the Director's request, within thirty (30) days after receipt of written notice from the Director. Harrco is solely and entirely responsible for any and all costs directly or indirectly related to such restoration, including but not limited to replacement of sidewalk, curb and gutter, street pavement, and restoration of parkway in-kind.
- E. In the event Harrco fails to restore said right-of-way per Paragraph (D), the City or its duly-authorized agent will restore said sidewalk, curb and gutter, street pavement and parkway in-kind and charge all costs and expenses incurred in such restoration to Harrco. Should Harrco fail in any way to make timely payment to the City for such costs and expenses, Harrco agrees to pay, in addition to any amount so owed, reasonable attorney's fees and court costs incurred in the collection of such amount.

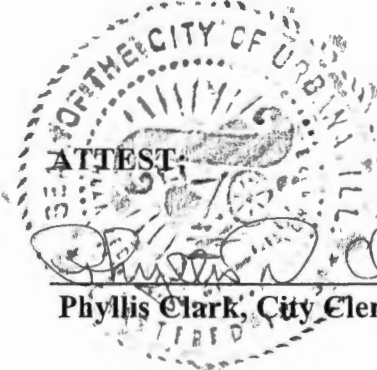
F. Harrco agrees that it shall indemnify, save and keep harmless the City, its officers, employees or agents, from any and all claims for damage to real and personal property, and injuries to or death suffered by persons by reason of the construction, restoration, repair or use of the Stoughton Street right-of-way, its successors, assigns, tenants, guests or agents thereof.

G. Notwithstanding anything to the contrary herein, the City reserves the right to terminate this agreement at any time, if, in the sole discretion of the Director of Public Works, the public good requires the City to regain the full use of said right-of-way free of rights granted to Harrco herein in which case Harrco agrees to restore the right-of-way as set forth in Paragraph (D) above.

H. This Agreement shall be expressly binding upon the parties, their successors and assigns.

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor


ATTEST:
Phyllis Clark 3-13-00
Phyllis Clark, City Clerk

HARRCO CONSTRUCTION, INC.

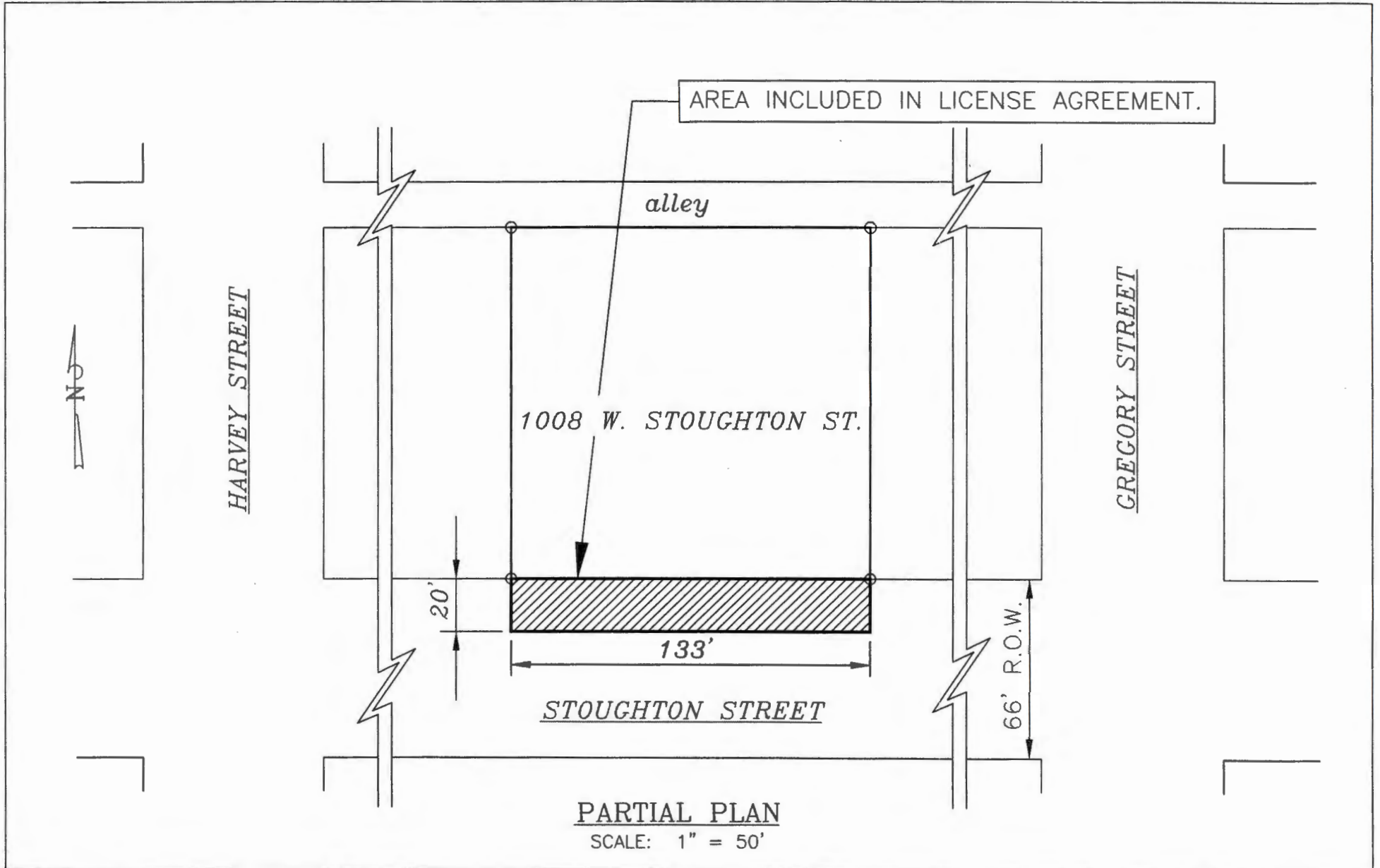
By: [Signature]
President

ATTEST:

May A. Cummings 3/9/00
Secretary

Prepared by and please return recorded copy to:

Jack Waaler, City Attorney
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801



CITY OF URBANA
ENGINEERING DIVISION

EXHIBIT A

LICENSE AGREEMENT
1008 WEST STOUGHTON

JFN
Date: 2-14-00
SHEET 1 of 1