

ORDINANCE NO. 2009-06-072

**AN ORDINANCE APPROVING AN AMENDMENT
TO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN
CONCERNING THE FUNDING FOR THE CONSTRUCTION OF WINDSOR ROAD**

(Amendment No. 1 - Windsor Road from High Cross Road (IL 130) to Philo Road)

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

Section 1. That an Ordinance approving an Amendment to an
Intergovernmental Agreement with the County of Champaign Concerning the
Funding for the Construction of Windsor Road in substantially the form of the
copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of 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 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 13th day of July,
2009 .

AYES: Bowersox, Lewis, Marlin, Roberts, Smyth

NAYS:

ABSTAINS:



Paulis D. Clark
Paulis D. Clark, City Clerk

Deputy Clark
Deputy Clerk

APPROVED by the Mayor this 14th day of July,

2009 .

Laurel Lynt Prussing
Laurel Lynt Prussing, Mayor

[Special Council Meeting]

STATE OF ILLINOIS)
) ss
COUNTY OF CHAMPAIGN)

RELEASE & WAIVER

WHEREAS, the City of Urbana, Illinois (hereinafter "City"), an Illinois municipal corporation, has contracted and endeavored to perform certain road widening and improvements on and along Windsor Road; and

WHEREAS, Adolf and Renee Lo (hereinafter "Owners") own certain real property (hereinafter, "Property") in the City, currently utilized as farmland, which is situated along Windsor Road, said Property being identified by Property Index Number: 30-21-27-100-002; and

WHEREAS, a dispute has arisen between the Owners and the City regarding the Owners' ability to ingress and egress to and from the Property along Windsor Road; and

WHEREAS, the parties are not in agreement as to rights, duties, or responsibilities regarding ingress/egress from the Property, and the potential liabilities arising there from, but still desire to settle all matters relating to this dispute;

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual promises herein, the parties agree as follows:

1. The City agrees to make a one time, lump sum payment of \$20,000.00 to Owners within thirty (30) days of the execution of this agreement, said payment to be used by Owners in any manner in which they choose. Further, the City agrees to construct, at its expense, two (2) entrances to the Property, which are to be located and built to the City's specifications.
2. In consideration of \$20,000.00, paid to the undersigned by the City, the receipt of which is hereby acknowledged, and in consideration of the construction of two entrances to the Property, the undersigned Owners, as well as all of Owners' family, heirs, legatees, executors, guardians, agents, and assigns, do hereby release, and discharge the City, and its officers, directors, employees, agents, servants, successors, assignees, and insurance companies, of and from all claims, demands, causes of action, or suits at law or in equity, whether known or unknown, of which Owners may now have, ever have had, or may hereafter have, for or because of any matter or thing done, omitted, or suffered to be done by, or on behalf of, the City, which claims arise out of, or are in any way related to, the widening or improvements of Windsor Road or any claims which arise out of, or are in any way related to, the ingress into or egress from the Property.
3. By receipt and acceptance of the above-referenced \$20,000.00 and the above-referenced Property entrance construction, Owners agree and acknowledge that City does not admit any wrongdoing or waive any defenses, and that payment of this sum is solely to settle any and all disputes and to purchase peace. This

Release & Waiver is given and taken in good faith and is a full and final release and waiver, applying to all known or unknown and unanticipated claims arising out of, or in any way related to, the matter described above. This Release and Waiver shall inure to the benefit of, and be binding on, the City and the undersigned Owners and their family, heirs, assigns, legatees, guardians, agents, and executors.

The undersigned Owners represent that they have read this Release, have consulted with legal counsel with respect thereto, understand this Release, and enter into it of their own free choice and intending to be legally bound.

WITNESS our hand and seal this 28 day of September, 2010.

Adolf Lo
Adolf Lo
Owner

Renee Lo
Renee Lo
Owner

SUBSCRIBED and
SWORN TO before
me this 28th day
of September, 2010.

Willie Hansen
NOTARY



SEAL