

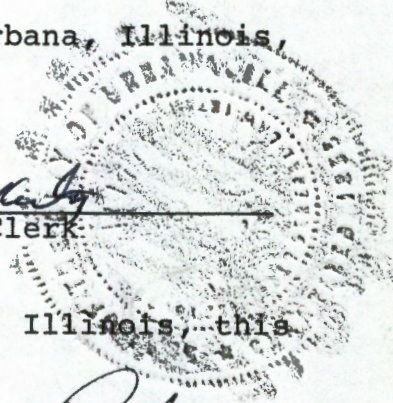
RESOLUTION NO. 7576-R64

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT FOR CONSTRUCTION OF A
ROADWAY UNDER CERTAIN SPECIFIED TERMS AND CONDITIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS:

That the Mayor of the City of Urbana, Illinois,
is hereby and herewith authorized to execute on
behalf of the City of Urbana, Illinois, the
Agreement between James R. Harnsberger and Edward
G. Harnsberger, d/b/a J & E Leasing Company, and
the City of Urbana, a copy of which is attached
hereto and incorporated herein by reference.

PASSED by the City Council of the City of Urbana, Illinois,
this 21 day of June, 1976.


Duane Eckerty
Duane Eckerty, City Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this
23 day of June, 1976.

Hiram Paley
Hiram Paley, Mayor

att. 7576-R64

pg. 1

AGREEMENT

This agreement made and entered into this _____ day of June, 1976, by and between JAMES R. HARNSBERGER and EDWARD G. HARNSBERGER, d/b/a J & E LEASING COMPANY of Urbana, Illinois, hereinafter referred to as "J & E", and the CITY OF URBANA, a municipal corporation, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, the Harnsbergers are the owners of the following described real estate:

Lot 7 of Barr and Ford Subdivision of Lot 12 and Lot 17, all in the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian, Champaign County, Illinois;

WHEREAS, the Harnsbergers are desirous of constructing an access route or roadway on the Boyden Street right of way, which right of way is disclosed in the subdivision plat filed for record; and

WHEREAS, the City of Urbana is desirous of allowing the construction of the roadway but only upon ^{the following} ~~such~~ terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration exchanged between the parties, the parties hereto covenant and agree as follows:

1. The City of Urbana agrees to permit the construction of a roadway from Oakland Avenue to the South edge of Lot 7 of Barr and Ford Subdivision, ^{within} ~~under~~ the right of way existing, commonly known as Boyden Street, as shown in the subdivision plat.

2. Harnsbergers agree that such roadway shall be constructed at their expense and shall be a 22 foot ^{wide} ~~granular~~ base with an oil and chip surface, which said roadway shall be graded so that local drainage is facilitated.

3. Harnsbergers further agree that maintenance of this roadway will be their responsibility and said responsibility

will run with the land, that is, shall continue regardless of ownership of the above-described Lot 7.

4. Harnsbergers agree to construct a "turn around" at the dead-end of the roadway for emergencies and will post a sign denoting "~~private drive~~" at the intersection with Oakland Avenue. *dead end* JH

5. The parties hereto agree to execute all documents necessary to carry forward the terms of this agreement.

IN WITNESS WHEREOF, this agreement has been signed and sealed as of the date first above written.

J & E LEASING COMPANY,

By:

James R. Harnsberger
James R. Harnsberger

Edward G. Harnsberger
Edward G. Harnsberger

CITY OF URBANA, a municipal corporation,

By:

Kim Paly