RESOLUTION NO. 7677-R59
A RESOLUTION APPROVING AN AGREEMENT REGARDING AN IOWA STREET IMPROVEMENT

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

1. That the Agreement regarding an Iowa Street Improvement, by and between the City of Urban, Illinois and R. Douglas Larson, a copy of which is attached hereto and hereby incorporated by reference, be and the same is hereby approved.
2. That the Mayor of the City of Urban, Illinois, be and the same is hereby authorized to execute said Agreement for and on behalf of the City of Urban.

PASSED by the City Council of the City of Urban, Illinois,
this alost day of $\qquad$ , 1977.


APPROVED by the Mayor of the City of Urban, Illinois, this $\qquad$ day of $\qquad$


## AGREEMENT

This Agreement, made this $7 / 01$ day of $\qquad$ , 1977, between the City of Urbana, Illinois, hereinafter referred to as "City" and R. Douglas Larson, hereinafter referred to as "Developer"

WHEREAS, the City believes it is in its best interests to improve that portion of Iowa Street between the point beginning on the East edge of Lot 5 of Frank L. Hulls Subdivision to the point thirty (30) feet East of Lot Two (2) of Frank L. Hulls Subdivision, all located in Urbana, Illinois, and

WHEREAS, the City believes it is in its best interests to require the Developer to construct a street along the dedicated portion of Iowa Street between the Eastern edge of Lot Five (5) to a point thirty (30) feet beyond the Eastern edge of Lot Nine (9) of Frank L. Hulls Subdivision, and

WHEREAS, the City believes that it is in its best interests to develop all of the portion described above in one uniform project, and

WHEREAS, the Developer has agreed to comply with the terms required by the City to construct said street.

THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. The Developer hereby agrees to construct a street in accordance with the terms and conditions required by the City on the following described area: "Beginning at a point thirty (30) feet West of Lot Eight (8) of Frank L. Hulls Subdivision in the City of Urban, to a point thirty (30) feet East of Lot Two (2) of Frank L. Hulls Subdivision"
2. The Developer agrees to construct said street within the right of way dedicated for such street and said street shall be constructed in accordance with the specifications as follows:
a) Shape, fine grade, and roll earth base for length described above,
b) Scarify existing oil and chip base,
c) Furnish and place six (6) inch average thickness crushed stone base coarse twenty (20) feet wide,
d) Furnish and place A-3 treatment twenty (20) feet wide,
e) Furnish and place two (2) foot shoulders on either side with a six (6) inch average thickness of crushed stone,
f) Furnish and install two (2) driveway pipe culverts and one at the Eastern end of said road with pipe to be eight (8) inches in diameter.
3. The Developer agrees to pay for the full cost of said construction at the time of completion.
4. The Developer agrees to submit to the City an itemized statement of the cost of construction, which will indicate thereon the cost allocated between that portion which runs thirty (30) feet West of Lot 9 of Frank L. Hulls Subdivision to the East edge of Lot 5 of Frank L. Hulls Subdivision, and from the point beginning on the East edge of Lot 5 of Frank L. Hulls Subdivision to the point thirty (30) feet East of Lot 2 of Frank L. Hulls Subdivision.
5. The City agrees to pay to the Developer the cost allocated for that portion of the construction of Iowa Street in accordance with the terms and conditions stated herein which runs from the East edge of Lot Five (5) of Frank L. Hulls Subdivision to the point thirty (30) feet East of Lot 2 of Frank L. Hulls Subdivision; however, in no event shall such payment exceed the sum of Four Thousand Five Hundred Dollars ( $\$ 4,500.00$ ).
6. The Developer shall complete the construction of said street on or before August 15, 1977.
7. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.


CUNNINGHAM

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