

RESOLUTION NO. 7778-R22

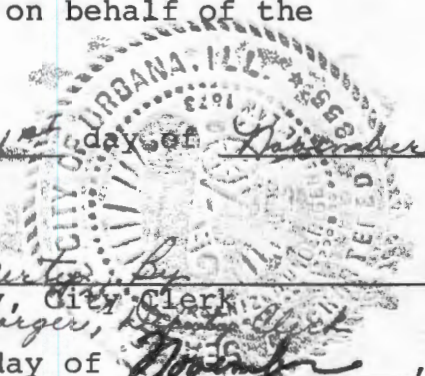
A RESOLUTION APPROVING AN AGREEMENT FOR
THE IMPROVEMENT AND MAINTENANCE OF A
PORTION OF GREEN STREET

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

1. That the Agreement for the Improvement and Maintenance
of a Portion of Green Street by and between the City of Urbana,
Illinois and Jumer's Castle Lodge, Inc., a copy of which is attached
hereto and hereby incorporated by reference, be and the same is
hereby approved, subject to final approval of the plans and
specifications by the City Engineer.

2. That the Mayor of the City of Urbana, Illinois,
upon such approval by the City Engineer, be and the same is hereby
authorized to execute said Agreement for and on behalf of the
City of Urbana.

PASSED by the City Council this 26th day of November,
1977.


Duane Eckerty, City Clerk
Dwaine Eckerty, City Clerk
Beverly Ambarger, Deputy Clerk

APPROVED by the Mayor this 28th day of November,
1977.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

AGREEMENT FOR THE IMPROVEMENT
AND MAINTENANCE OF A PORTION OF GREEN STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 1977, between the City of Urbana, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and Jumer's Castle Lodge, Inc., a corporation organized and existing under the laws of the State of Delaware and the owner of certain property abutting on a portion of Green Street in the City of Urbana (hereinafter called "Abutter"),

W I T N E S S E T H:

Section 1. Consideration and grant. That the City, for and in consideration of the covenants and conditions as hereinafter set forth, hereby grants to Abutter, subject to all interests retained by the City and the interest and right of the public for continued ingress and egress, the right to make certain improvements, pursuant to the plans and specifications attached hereto and made a part hereof, on and within a certain portion of Green Street more particularly described as follows:

Commencing 6.00 feet East of the Southeast corner of Lot 8 of the Central Business Addition to the City of Urbana, thence West 178.76 feet; thence South 50.00 feet; thence East 178.76 feet; thence North 50.00 feet to the point of beginning, commonly known as a portion of the "100" block of West Green Street.

Section 2. Payment of Improvements. Abutter may enter into agreements with qualified contractors for the paving, construction, reconstruction and maintenance of such physical and aesthetic improvements as are set forth on the plans and specifications attached hereto on and within the said portion of Green Street, or have such work completed in a workmanlike manner by its own employees, provided the Abutter shall pay the full cost of any and all such repaving and physical improvements so made.

Section 3. Maintain in Good Condition and Repair. Abutter agrees to pave and maintain said portion of Green Street for the convenience of the public at its own expense, subject to all provisions of this Agreement from day to day, in good condition and repair, and agrees to specifically:

(a) Maintain said right of way in compliance with this agreement and all laws, ordinances, rules and regulations now in effect or which hereafter be adopted.

(b) Maintain and care for all planting on said right of way.

(c) Maintain the said right of way in a clean, presentable condition and not allow dirt, paper or trash of any kind to accumulate upon the premises and remove snow, ice and other obstructions from the property and from adjacent sidewalks. The snow and debris removed shall not be placed upon other public ways or any portion thereof.

(d) Maintain and keep in good condition all traffic control devices or signs located within or on said right of way.

In the event the Abutter shall fail to comply with any of the above obligations, the City may, after five (5) days notice to comply, in addition to other remedies set forth herein, enter upon said right of way and take all steps necessary to insure compliance with the above obligations; and all work, labor and materials shall be charged to and paid for by the Abutter, plus a reasonable amount for the overhead of the City.

Section 4. Property damage or injury, indemnity. The Abutter covenants and agrees to pay subject to all provisions of this Agreement all damages for injuries to real or personal property growing out of any negligent act or deed or any omission to act of the Abutter or any servant, agent, or employee of the Abutter in connection with the paving, construction, reconstruction, or maintenance of the said portion of Green Street under this Agreement and the Abutter covenants and agrees to indemnify, save, and keep the City harmless against all liabilities, judgements, costs, damages, and expense of and from any and all claims of any kind or nature whatsoever which may in anywise come against the City for or on account of personal injuries and injuries to real or personal property or to the loss of any personal property caused or claimed to have been caused as a result of the paving, construction, reconstruction and maintenance of said right of way, including court and stenographic costs and an amount in reimbursement of attorney's fees.

Section 5. No signs or billboards. No private signs, billboards, posters or similar devices, except traffic control devices, shall be erected, displayed or mounted on and within said portion of Green Street. Any such signs, billboards, posters or similar devices may be removed by the City at the expense of the Abutter. Provided, however, the City reserves the right to from time to time erect and maintain on and within said right of way such signs as it may deem advisable.

Section 6. Alterations and additions. The Abutter shall make no alterations or additions to the physical or aesthetic improvements set forth on the attached plans and specifications without the prior consent of the City Engineer. No improvements other than those presently set forth on the said attached plans and specifications shall be made by Abutter except upon amendment of this Agreement, including the prior approval of the City Council. All improvements constructed pursuant to this Agreement shall remain as part of the City right of way unless the City shall otherwise elect.

Section 7. Termination. Upon termination of this Agreement as herein provided the Abutter shall surrender all rights granted under this Agreement. Excepting reasonable wear and tear, Abutter shall be responsible to insure that the condition of all present improvements, including road surface, curbs, gutters, sidewalks, and vegetation, shall, upon such termination, be in substantially the same condition as those improvements so existing and certified by the City Engineer on the date of this Agreement.

Section 8. Default, election to terminate. It is expressly agreed between the parties hereto that in the event the said portion of Green Street shall be deserted, vacated or abandoned by the Abutter, or if the Abutter shall sell, assign, or mortgage this Agreement or if default be made in the performance by the Abutter, or if the Abutter shall fail to comply with any of the statutes, ordinances, rules, or regulations as herein provided, or if the Abutter shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the City may elect to terminate this Agreement and the term thereof,

and in the event the City elects to terminate this Agreement because of a violation of this Section 8, upon such termination, the Abutter shall compensate the City for any loss suffered in restoring the property to substantially the same condition as that existing on the date of this Agreement.

Section 9. Term. This Agreement shall become effective as of the date entered into and shall be and remain in full force and effect only so long as the City continues to maintain a proprietary interest in said portion of Green Street or so long as Abutter continues to operate its present hotel-restaurant business on the property abutting said portion of Green Street, whichever event occurs earlier, unless said term shall be sooner terminated as provided herein.

CITY OF URBANA, ILLINOIS,
a municipal corporation,

JUMER'S CASTLE LODGE, INC.

BY:

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

By:

President

ATTEST:

ATTEST:

Duane Eckerty, City Clerk

Secretary