

RESOLUTION NO. 8485-R10


A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT FOR USE OF EASEMENT

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

Section 1. That an Agreement For Use of Easement between the City of Urbana, Illinois and Ambassador West Association, in substantially the form of the 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 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 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.

1984. PASSED by the City Council this 6th day of August,


Ruth S. Brookens
Ruth S. Brookens, City Clerk

1984. APPROVED by the Mayor this 13th day of August,

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

AGREEMENT FOR USE OF EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1984, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and AMBASSADOR WEST ASSOCIATION, a not-for-profit corporation duly created and established pursuant to the Condominium Property Act of the State of Illinois (hereinafter "Association"),

W I T N E S S E T H:

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

A. The City possesses a utility easement consisting of:

The area between the northernmost boundary line of Lot 632 in Ennis Ridge Eighth Subdivision (replat), in the Northwest Quarter of Section 21, Township 19 North, Range 9 East, in the Third Principal Meridian, Champaign County, Illinois, and a parallel line five (5) feet south of this boundary line (this area is hereinafter "Easement"),

such easement lying within a certain parcel of real estate known as:

Lot 632 in Ennis Ridge Eighth Subdivision (replat), a subdivision in Champaign County, Illinois, as per plat recorded in Plat Book "P" at page 9, in the Recorder's Office in Champaign County, Illinois.

B. The Association is herein granted by the City a limited right to construct and erect a carport structure to be built in part upon such Easement. This limited right is wholly dependent upon the Association, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Association expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the Association, its successor or assign, fails to perform or comply with any term, condition or covenant set forth within this Agreement. Further, it is expressly understood that the use by the Association of the hereinabove described Easement shall at all times be subordinate to the City's use of said Easement.

C. The purpose of the herein permitted right to construct and erect upon such Easement shall be limited solely to the construction and maintenance of an eleven-unit carport structure designed and constructed in accordance with the plans and specifications attached hereto as Exhibit A, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use, this Agreement shall immediately lapse and terminate. Any additional use other than that specifically named, without the further express written consent of the City, shall be construed as a violation of this Agreement.

D. When so instructed by the Director of Public Works of the City of Urbana (hereinafter "Director"), the Association will cause the structure or any portion thereof to be dismantled

and removed, as nearly as possible in conformance with the Director's request, within ten (10) days after receipt of written notice from the Director. The Association is solely and entirely responsible for any and all costs directly or indirectly related to such removal, including but not limited to removal of the foundation, physical structure, and vehicles within said carport structure.

E. In event of an emergency, defined as imminent peril to person or property, or when the Association has inadequately complied with an order of the Director pursuant to paragraph (D) above, or at any other time the Director or other responsible City official in good faith deems the procedures of paragraph (D) impracticable under the circumstances present, the Association consents and agrees that the City or its duly authorized agent may enter upon the premises of the Association and remove the carport structure or any portion thereof, and charge all costs and expenses incurred in such removal and disposal to the Association. Should the Association fail in any way to make timely payment to the City for such costs and expenses, the Association agrees to pay in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

F. The Association 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, maintenance, repair or use of the carport

structure by the Association, its successors, assigns, tenants, guests or agents thereof. Further, the Association agrees that it shall indemnify, save and keep harmless the City, its officers, employees or agents, from any and all claims resulting from the removal and disposal of all or a portion of said structure, or activities incident thereto, whether done by the City, its officers, employees or agents, or by the Association, its employees or agents.

G. The Association agrees that it will post at its own expense two (2) permanent signs affixed to the carport structure in a conspicuous manner clearly visible to all that will notify any employee or agent of the City, or any other interested person, of the existence of this Agreement. The Association further covenants for itself, its successors and assigns, to execute yearly inspections and maintenance of said signs to insure that they remain conspicuous and legible. Such inspections and maintenance shall continue for the duration of this Agreement.

H. This Agreement shall be expressly binding upon both parties, their heirs, successors and assigns, and shall be deemed a covenant running with the Easement. This Agreement shall be valid only upon being duly recorded by the Recorder of Deeds for Champaign County, Illinois, the fee for such recording to be at the sole expense of the Association.

(Signature lines)