

RESOLUTION NO. T-2020-01-001R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF URBANA GRANTING A
SIDEWALK EASEMENT**

WHEREAS, the Township Board of Cunningham of the County of Champaign, Illinois owns real property at 205 and 207 West Green Street (PIN: 92-21-17-211-002 and PIN: 92-21-17-211-001, respectively) in the City of Urbana, Illinois; and

WHEREAS, the City of Urbana has undertaken the multi-phase Multimodal Corridor Enhancement (MCORE) Complete Streets project with the City of Champaign and the Champaign-Urbana Mass Transit District; and

WHEREAS, the final phase of the MCORE project will include rebuilding Green Street adjacent to the property owned by the Town of Cunningham and 25 square feet is sought as a permanent easement to accommodate sidewalk construction; and

WHEREAS, the City of Urbana will be compensating Cunningham Township for this permanent easement with a one-time payment of \$290.00.

WHEREAS, the parties believe that entering into the Sidewalk Easement Agreement is in their mutual best interest.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution Authorizing the Chair of the Town Board to execute the Sidewalk Easement Agreement (attached hereto) is approved and authorizes the Chair of the Town Board to sign said agreement.

Approved this 13th day of January, 2020 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Charles A. Smyth, Township Clerk

Diane Wolfe Marlin, Chair

This instrument was prepared by:

Curt Borman
Assistant City Attorney
City of Urbana
400 S. Vine Street
Urbana, IL 61801

Return to:

City of Urbana
Public Works Department
Engineering Division
706 S. Glover Avenue
Urbana, IL 61802

City of Urbana – Champaign County

SIDEWALK EASEMENT AGREEMENT

The Town of Cunningham of the County of Champaign and State of Illinois
207 West Green Street
Urbana, Illinois 61801-3219
PIN: 92-21-17-211-001

and

205 West Green Street
Urbana, Illinois 61801-3219
PIN: 92-21-17-211-002

This agreement is made between the Town of Cunningham of the County of Champaign and State of Illinois, a body corporate and politic (the "Grantor"), and the City of Urbana, a municipal corporation of the County of Champaign and State of Illinois (the "Grantee"), together the "parties," and is effective upon its recording in the Champaign County Office of the Recorder of Deeds. The Grantor and the Grantee agree as follows:

1. **Grant of easement.** The Grantor hereby gives, grants, and conveys unto the Grantee and the Grantee hereby accepts a perpetual non-exclusive easement, privilege, right, and authority to construct, maintain, operate, repair, reconstruct, remove, and inspect a paved sidewalk for the use and enjoyment of the general public upon and across a certain portion of the Grantor's real estate situated in the City of Urbana, County of Champaign, and more particularly described on Exhibit A and illustrated on Exhibit B. During the performance of any construction, maintenance, or repairs, the Grantee, its contractors, and agents will have exclusive use of the easement area as is necessary to the safe, orderly, and economic performance of such construction, maintenance, or repairs.

2. **Grantee's rights.** The Grantee has the following rights:

- A. the right of ingress and egress through and along the easement for all purposes useful or convenient in connection with or incidental to the exercise of the rights granted in this agreement;
- B. the right to make the sidewalk available to the public for ingress and egress;
- C. the right to locate, design, construct, install, inspect, protect, police, maintain, repair, modify, and otherwise change the sidewalk, and any other appurtenances or related elements, including, but not limited to, signs, seating, fencing, gates, trash receptacles, and similar facilities;
- D. the right to engage in any other activity that is reasonably related to the sidewalk or its use; and
- E. the right to cut, trim, or remove any trees, shrubs or other plants within the easement herein granted that interfere with the construction, maintenance, operation, repair, reconstruction, removal, or inspection thereof.

3. **Grantor's rights.** The Grantor has all rights, not herein granted, to the ownership, use, and occupation of the above described real estate, except that the Grantor shall place no permanent building, structure, fence, or pavement within the easement herein granted, in such a manner as to damage the sidewalk, restrict the use thereof, or deny the Grantee or the general public reasonable access thereto for the purposes of this agreement.

4. **Installation, maintenance, and repair.** The Grantee warrants that installation of the sidewalk and appurtenances will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the Grantor. The Grantee shall maintain the sidewalk and appurtenances in good and safe condition and in a manner

that complies with all applicable laws. After doing any work, the Grantee at its sole cost shall promptly repair and restore to the extent practicable any ground disturbed by the Grantee so that the surface of the Grantor's real estate will be restored to and kept in the former condition and level as nearly as may be practicable, and shall remove from the real estate all surplus soil and debris resulting from any such work.

5. **Grantor's representations.** The Grantor represents to the Grantee as follows:

- A. The Grantor is the fee simple owner of the real estate described in the plat attached as Exhibit B.
- B. No superior deeds of trust, mortgages, or liens (other than property tax liens for the current tax year or governmental improvement assessment liens) will encumber or affect the real estate at the time of the execution and recording of this agreement; or if any of the foregoing exist, they shall be subordinate to this agreement through the subordination language in this agreement.

6. **Indemnification.** The Grantee shall indemnify the Grantor, its officers, employees, and agents against all claims, liability, or damage arising from the Grantee's construction, maintenance, operation, repair, reconstruction, removal, or inspection of the sidewalk and appurtenances, except to the extent caused by the gross negligence or willful misconduct of the Grantor, its officers, employees, or agents.

7. **Covenant running with the land.** The grant herein contained constitutes a covenant that runs with the land and is binding upon the parties hereto and their respective successors and assigns in perpetuity, unless amended or terminated.

8. **Recordation of agreement.** This agreement will continue in full force and effect from the date of its recordation. The Grantee shall pay all recording costs.

9. **Counterparts.** The parties and mortgagees, if any, may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. **Compensation.** The Grantee shall pay the grantor \$290.00 in a one-time payment for this permanent easement.

[Signature page follows]

The parties are signing this agreement on the dates as stated below.

The Town of Cunningham of the County of Champaign and State of Illinois

By: _____
Diane Wolfe Marlin
Township Chair

Date: _____

ATTEST:

By: _____
Charles A. Smyth
Township Clerk

Date: _____

City of Urbana

Accepted By:

Carol Mitten
City Administrator

Date: _____

Exhibits:

- A. Legal description
- B. Plat