

Agreement for Fire Training Exercises

This Agreement is dated 29 October 2020 and is between: (i) the Town of Normal, an Illinois home-rule municipal corporation, located at 11 Uptown Circle, Normal, IL 61761 ("Town"); and (ii) the Illinois Art Station Foundation, an Illinois not-for-profit corporation, located at 103 Riss Drive, Normal, IL 61761 ("Owner").

The Owner is the beneficiary of Land Trust L020-014, which owns the real property located at 605 South Linden Street in Normal Illinois ("Premises").

Under the Trust, the Owner, as the beneficiary, has the management and control of the Premises.

The Town operates the Normal Fire Department ("NFD"), which provides training for the Department firefighters.

The single-family dwelling located on the Premises ("Building") is of no value to the Owner, and the Owner desires having that Building demolished.

The NFD can use the Building for training purpose, and the Town can demolish the Building, through burning or other means.

The parties therefore agree as follows:

1. The Owner grants a license to the Town and its employees and agents to enter on the Premises with the necessary tools, materials, appliances, and vehicles to burn or otherwise use the Building for training of NFD personnel. The Owner acknowledges that the Building will be destroyed in this process.
2. In consideration for the license under §1, the Town will
 - 2.1 Pay the Owner the amount of \$9,500 prior to the training on the Property. The payment will be made to the Illinois Art Station corporation, an Illinois not-for-profit corporation, c/o Laura Jaster, Executive Director, 605 S. Linden St., Normal, IL 61761.
 - 2.2 Remove or cause to be removed the tree located in the right-of-way in front of the Property.
3. The Town will indemnify the Owner against any claim or loss by a third party, or any claim or loss by any employee or agent of the Town resulting from the Town's actions under this agreement.
4. The Owner warrants that the Premises, as improved with the Building, is free, clear, and unencumbered and that no other person has any title or lawful claim to the Premises or Building. The Owner further warrants that it has the authority to authorize this agreement and that it has taken all necessary steps to do so.
5. Training at and demolition will occur at a time mutually agreeable between the parties..

Handwritten signature

The parties are signing this agreement as of the date set forth in the introductory clause.

Illinois Art Station Foundation

By: Laura E. Berk
Laura E. Berk
President

TOWN OF NORMAL

By: Pamela S. Reece
Pamela S. Reece
City Manager