

AN ORDINANCE APPROVING AN
AGREEMENT FOR THE CONSTRUCTION
AND MAINTENANCE OF A CANOPY OVER A
PORTION OF ORCHARD STREET BETWEEN
UNIVERSITY AVENUE AND PARK STREET

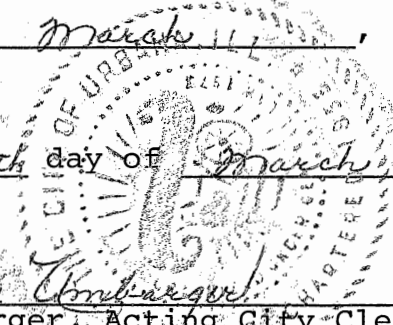
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

1. That the Agreement for the Construction and
Maintenance of a Canopy Over a Portion of Orchard Street Between
University Avenue and Park Street between the City of Urbana
and Carle Foundation Hospital, a copy of which said Agreement
is attached hereto and hereby incorporated by reference,
be and the same is hereby approved.

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

This Ordinance is hereby passed by the affirmative vote,
the "ayes" and "nays" being called, of a majority of the members
of the Council of the City of Urbana, Illinois, at a regular
meeting of said Council on the 5th day of March,
1979.

PASSED by the City Council this 5th day of March,
1979.


Beverly Umbarger
Beverly Umbarger, Acting City Clerk

APPROVED by the Mayor this 2nd day of April,
1979.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

7879-76

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 7879-76 AND IS INCORPORATED THEREIN BY REFERENCE.

Beverly Umbarger, Acting City
Clerk

Date

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AGREEMENT FOR THE CONSTRUCTION
AND MAINTENANCE OF A CANOPY OVER A
PORTION OF ORCHARD STREET BETWEEN
UNIVERSITY AVENUE AND PARK STREET

THIS AGREEMENT, made and entered into this ____ day
of _____, 1979, between the City of Urbana, a
municipal corporation of the State of Illinois (hereinafter referred
to as "City"), and Carle Foundation Hospital, a not for profit
corporation of the State of Illinois (hereinafter referred to as
"Hospital"),

W I T N E S S E T H:

WHEREAS, Hospital desires to construct and maintain a
canopy on and over the City of Urbana right-of-way otherwise known
as Orchard Street between University Avenue and Park Street on the
west side of said right-of-way and due east of the hospital
building's main entrance of the Hospital; and

WHEREAS, the City is willing to grant permission and
authority for the construction and maintenance of said canopy, it
being in the best interest of the public to allow such maintenance
and construction.

NOW, THEREFORE, in consideration of the premises and
of the mutual promises hereinafter contained, the parties hereto
agree as follows:

Section 1. That the City, upon the terms and subject to
the covenants and conditions as hereinafter set forth, hereby
grants to Hospital, subject to all interests retained by the City
and the continuing interest and right of the public, permission
and authority to construct, use and maintain a canopy pursuant to
and in accordance with the plans and specifications marked
Exhibit "A", which are attached hereto and made a part hereof, on
and within a certain portion of Orchard Street between University
Avenue and Park Street on the west side of said right-of-way and
due east of the hospital building's main entrance of the Hospital.
It is expressly agreed that this grant is made subject and subordinate
to any and all easement rights in favor of public utilities and to

the prior and continuing right and obligation of the City to at all times use and enjoy all of the property described herein for any and all purposes, and for that purpose, there is hereby reserved the rights (consistent with the rights herein granted) to construct, reconstruct, maintain and use any and all existing or future public facilities and improvements for the use and benefit of the City, its successors and assigns.

Section 2. The rights herein granted to Hospital shall lapse and become void if the construction of said canopy upon said property is not commenced within one (1) year from the date first herein written.

Section 3. Hospital assumes the entire responsibility for and shall, at its sole cost and expense, construct, maintain, repair or renew, or cause to be done, the entire canopy structure upon said property. Hospital agrees that all work upon or in connection with said canopy shall comply with all codes and ordinances of the City of Urbana and in accordance with the plans and specifications for said canopy attached hereto.

Section 4. Hospital further agrees to maintain said canopy in as good as condition as originally constructed, ordinary wear and tear accepted, and further agrees that it shall, at its sole cost and expense, construct and maintain a pedestrian sidewalk beneath said canopy in accordance with the codes and ordinances of the City of Urbana. If Hospital fails to keep said property in a good and safe condition, then City may perform the necessary work at the expense of Hospital, which expense Hospital agrees to pay to City upon demand.

Section 5. Hospital agrees to hold the City of Urbana, its agents, employees, and assigns, free from any and all harm or liability and further agrees to indemnify and save harmless the City, its employees, agents and assigns from and against all claims, demands, judgements, losses, costs and expenses, for injury to or death of any person or persons whomsoever, including the parties hereto, their agents and employees, and for loss of or damage to the property of any person or persons whomsoever, in any manner

arising from or growing out of the use of said premises by Hospital for the purposes aforesaid, or out of the presence on or about said premises in connection with such work of the Hospital, its agents or employees, or of any contractor performing such work on behalf of the Hospital, or the agents or employees of such contractor, and whether such injury, death, loss or damage shall be caused in whole or in part by the negligence of the Hospital, its agents or employees, or otherwise.

Section 6. That Hospital shall not use the City of Urbana's right-of-way as described herein for any other purpose than that which has been expressly agreed to herein.

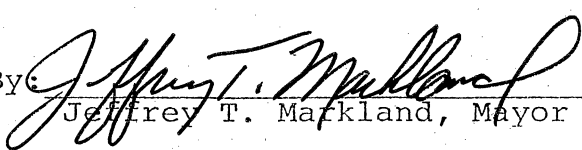
Section 7. Should the Hospital, its successors and assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of ninety (90) days, (without the prior permission of the City), the right hereby given shall cease and the City shall at once have the right, in addition to but not in qualification of the rights here and above reserved, to resume exclusive possession of said property.

Upon termination of the rights and privileges hereby granted, Hospital, at its own cost and expense, agrees to remove said canopy from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said canopy. Should Hospital in such event fail, neglect or refuse to remove said canopy and restore said property, such removal and restoration may be performed by City at the expense of Hospital, which expense Hospital agrees to pay to City upon demand.

Section 8. This agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto.

CITY OF URBANA, ILLINOIS

CARLE FOUNDATION HOSPITAL

By:  Jeffrey T. Markland, Mayor

By: _____

ATTEST:

Beverly Umbarger, Acting City Clerk