

ORDINANCE NO. 1999-01-002

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY
(Provena Hospitals)

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

Section 1. That an Agreement for Use of Right-of-Way, in the form of a 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.

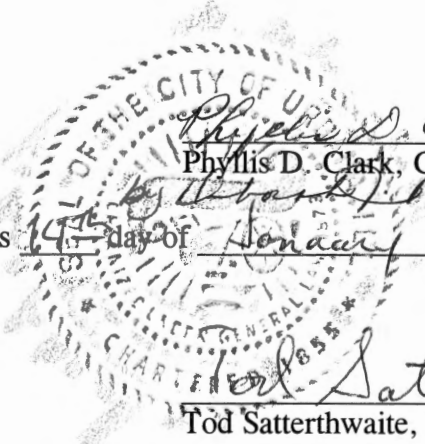
PASSED by the City Council this 11th day of January, 1999

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman

NAYS:

ABSTAINED:

APPROVED by the Mayor this 14th day of January, 1999

A circular seal of the City of Urbana, Illinois, featuring a central emblem and the text "CITY OF URBANA, ILLINOIS" around the perimeter.
Phyllis D. Clark
Phyllis D. Clark, City Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

*Special Council meeting.

AGREEMENT FOR USE OF RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this 11th day of **January 1999**, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and PROVENA HOSPITALS, **a not-for-profit corporation duly created and established** pursuant to the State of Illinois (hereinafter "Hospital"),

WITNESSETH:

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

A. Church Street is a 60-foot dedicated right-of-way between the west right-of-way of Romine Street and the east right-of-way of Wright Street.

B. The Hospital is herein granted by the City a limited right to construct and erect a drop-off canopy structure to be built in part upon such right-of-way. This limited right is wholly dependent upon the Hospital, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Hospital expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the Hospital, 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 Hospital of the hereinabove described right-of-way shall at all times be subordinate to the City's use of said right-of-way.

C. The purpose of the herein permitted right to construct and erect upon such right-of-way shall be limited solely to the construction and maintenance of a drop-off canopy structure whose location is shown on Exhibits A and B, 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 Hospital 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 Hospital 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 within said drop-off canopy structure.

E. In the event of an emergency, defined as imminent peril to person or property, or when the Hospital 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 Hospital consents and agrees that the City or its duly authorized agent may remove the drop-off canopy structure or any portion thereof, and charge all costs and expenses incurred in such

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Provena Hospitals]

removal and disposal to the Hospital. Should the Hospital fail in any way to make timely payment to the City for such costs and expenses, the Hospital 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 Hospital 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 drop-off canopy structure by the Hospital, its successors, assigns, tenants, guests or agents thereof. Further, the Hospital 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 Hospital, its employees or agents.

G. The Hospital agrees that it will post at its own expense two (2) permanent signs affixed to the drop-off canopy 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 Hospital 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. The Hospital agrees that it will reimburse the City \$1,100.00 for all expenses incurred in relocating the parking meters on the south side of Church Street between Wright Street and Romine Street to the north side of Church Street within the same block. Said reimbursement includes all labor, equipment and material expenses to perform such relocation by City forces. The Hospital agrees to reimburse the City within thirty (30) days of receipt of an invoice.

I. This Agreement shall be expressly binding upon both parties, their successors and assigns. 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 Hospital.

* * *

SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND VICE PRESIDENT OF BERNs, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF PROVENA COVENANT MEDICAL CENTER, I PREPARED THE FOLLOWING DESCRIPTION AND THE ACCOMPANYING PLAT OF A RIGHT-OF-WAY "ENCROACHMENT" EASEMENT TO BE GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF VARIOUS IMPROVEMENTS, SAID "ENCROACHMENT" EASEMENT BEING OVER, UNDER, ACROSS AND THROUGH A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"ENCROACHMENT" EASEMENT:

AN "ENCROACHMENT" EASEMENT WITHIN A PART OF THE SOUTHERLY RIGHT-OF-WAY OF RELOCATED CHURCH STREET IN A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF LOT 7 OF BLOCK 33 OF THE SEMINARY ADDITION TO THE CITY OF URBANA AS RECORDED IN DEED RECORD "Y", PAGE 208 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF WRIGHT STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RELOCATED CHURCH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7 BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 31.12 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND; THENCE SOUTH 70 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 215.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 00 MINUTES 55 SECONDS EAST PERPENDICULAR TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHURCH STREET, A DISTANCE OF 17.00 FEET TO A CHISELED "X" SURVEY MONUMENT SET; THENCE SOUTH 70 DEGREES 59 MINUTES 05 SECONDS EAST PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 120.00 FEET TO A CHISELED "X" SURVEY SET; THENCE SOUTH 19 DEGREES 00 MINUTES 55 SECONDS WEST PERPENDICULAR TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 17.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET; THENCE NORTH 70 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING; SAID "ENCROACHMENT" EASEMENT CONTAINING 2,040 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.



SIGNED AND SEALED OCTOBER 5, 1998

Edward L. Clancy

EDWARD L. CLANCY, P.E., L.S., VICE PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
URBANA, CHAMPAIGN COUNTY, ILLINOIS
DATE OF LICENSE EXPIRATION: NOVEMBER 30, 1998 3831-1.SR (#1)

PLAT AND DESCRIPTION OF
"ENCROACHMENT" EASEMENT WITHIN
THE SOUTHERLY RIGHT-OF-WAY OF
RELOCATED CHURCH STREET IN A PART
OF THE SOUTHEAST QUARTER OF
SECTION 7, TOWNSHIP 19 NORTH,
RANGE 9 EAST OF THE THIRD
PRINCIPAL MERIDIAN,
CITY OF URBANA,
CHAMPAIGN COUNTY, ILLINOIS

PROVENA COVENANT MEDICAL CENTER

DATE
100598

SCALE

SHEET
2 OF 2

JOB
3631-1



BERNS, CLANCY AND ASSOCIATES, P.C.
ENGINEERS • SURVEYORS • PLANNERS
405 EAST MAIN STREET 28 WEST NORTH STREET
POST OFFICE BOX 755 301 THORNTON BUILDING
URBANA, IL 61803-0755 DANVILLE, IL 61832-5729
PHONE: 217/384-1144 PHONE: 217/431-1144
FAX: 217/384-3355 FAX: 217/431-2929
EMAIL: bca@shout.net EMAIL: bcadanv@pdnt.com

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Provena Hospitals]

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

ATTEST:

Phyllis Clark
Phyllis Clark, City Clerk

* * *

PROVENA HOSPITALS

By: Doreen Friedman
President

ATTEST:

Jawit Plaszygowski
Secretary

* * *

Prepared by and please return recorded copy to:

**Jack Waaler, City Attorney
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801**



CERTIFICATE OF PUBLICATION
IN PAMPHLET FORM



I, PHYLLIS D. CLARK, certify that I am the duly elected and acting
Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the 15th day of February, 1999,

the Corporate Authorities of the City of Urbana passed and approved Ordinance No.

1999-02-008, entitled:

AN ORDINANCE AMENDING SECTION 23-292(c) OF THE URBANA
LOCAL TRAFFIC CODE REGARDING PAYMENT OF TOWING "CALL
FEE"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 1999-02-008 was prepared, and a
copy of such Ordinance was posted in the Urbana City Building commencing on the
22nd day of February, 1999, and continuing for at least ten (10)
days thereafter. Copies of such Ordinance were also available for public inspection
upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 22nd day of February,

19 99



Phyllis D. Clark
Phyllis D. Clark, City Clerk

by Deborah D. Roberts, Deputy Clerk