

ORDINANCE NO. 2001-03-029

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR USE OF RIGHT-OF-WAY

(Northwest Corner of Race Street and Windsor Road)

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

Section 1. That the Agreement for Use of Right-of-Way (Northwest Corner of Race Street and Windsor Road) between the City of Urbana and the Board of Trustees of the University of Illinois, 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 2nd day of April, 2001.

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

NAYS:

ABSTAINS:



Phyllis D. Clark
 Phyllis D. Clark, City Clerk
by [Signature] Deputy Clerk

APPROVED by the Mayor this 2nd day of April, 2001.

Tod Satterthwaite
 Tod Satterthwaite, Mayor

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2001R12992

Recording Cover Sheet

RECORDED ON

05-29-2001 3:54:03

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

ORDINANCE NO. 2001-03-029

"AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT FOR USE OF RIGHT-OF-WAY (NORTHWEST
CORNER OF RACE STREET AND WINDSOR ROAD)"

REC. FEE: 19.00
REV FEE:
PAGES: 5
PLAT ACT: 0
PLAT PAGE:

and

AGREEMENT FOR USE OF RIGHT-OF-WAY [NORTHWEST
CORNER OF RACE STREET AND WINDSOR ROAD]

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

AGREEMENT FOR USE OF RIGHT-OF-WAY

[Northwest Corner of Race Street and Windsor Road]

THIS AGREEMENT, made and entered into this 10th day of May, 2001, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City") and the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS at Urbana-Champaign campus (hereinafter "University").

WITNESSETH:

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

A. Race Street is an 80-foot dedicated right-of-way north of the north right-of-way of Windsor Road.

B. The University is herein granted by the City a limited right to construct a gateway to be built in part upon such right-of-way. This limited right is wholly dependent upon the University, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The University expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the University, its successor or assign, fails to perform or comply with any term, condition or covenant set forth within this Agreement. The City agrees that it will provide reasonable notice to the University upon such failure or non-compliance and will give the University a reasonable time to cure such a breach. Further, it is expressly understood that, regardless of the existence or not of any breach, the use by the University 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 upon such right-of-way shall be limited solely to the construction and maintenance of a gateway, shown on Exhibit A, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use as determined by the Director of Public Works of the City of Urbana (hereinafter "Director") in consultation with the University, 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, the University will cause the gateway or any portion thereof to be 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 University is solely and entirely responsible for any and all costs directly or indirectly related to such gateway removal.

E. In the event of an emergency, defined as imminent peril to person or property, or when the University 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 University consents and agrees that the City or its duly authorized agent may remove the gateway, or any portion thereof, and charge all costs and expenses incurred in such removal and disposal to the University. The University agrees to make such a payment in a timely way in accordance with the Illinois Prompt Payment Act.

F. To the extent permitted by law, the University agrees to protect, indemnify, hold and save harmless and defend the City against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any suit or any other claim or demand for injury or damages in connection with this Agreement, including the construction of the gateway, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors.

G. The University represents that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in Paragraph F without such obligations being subject to the availability of funds, which may be lawfully applied thereto. Such insurance shall be kept in force at all times while the structure referred to in Paragraph B above continues to exist at the location described. The University accordingly agrees to provide to the City upon execution of this Agreement, a certificate of insurance evidencing the commercial general liability policy of the University insuring the City as an additional insured for purposes of this Agreement with coverage having a maximum limitation of \$1,000,000. In lieu of annual renewal of such certificate, the University agrees to notify the City if for any reason the coverage described in the certificate provides a lesser coverage.

H. 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, and the fee for such recording to be at the sole expense of the University.

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AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and the University of Illinois]
Northwest Corner of Race Street and Windsor Road

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: Craig S. Bazzani
Craig S. Bazzani, Vice President
and Comptroller

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk
4/5/01

ATTEST:

Michele M. Thompson 5/10/01
Secretary, Michele M. Thompson

Approved as to legal form:

James M. Hill
Office of University Counsel

Approved:

Charles C. Colbert
Charles Colbert, Vice Chancellor for
Administration and Human
Resources

Prepared by and please return recorded copy to:

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