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Recording Cover Sheet

ORDINANCE NO. 2001-06-063

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT FOR USE OF RIGHT-OF-WAY (CEDAR
STREET BETWEEN OREGON STREET AND CALIFORNIA
AVENUE)

(AGREEMENT ATTACHED)

2012R24937
REC ON: 10/02/2012 12:23:00 PM
CHAMPAIGN COUNTY
BARBARA A. FRASCA, RECORDER
REC FEE: 27.00
PAGES 6
PLAT ACT: 0 PLAT PAGE:

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

(G)

Return to:

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

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

(Cedar Street Between Oregon Street and California Avenue)

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 (Cedar Street
between Oregon Street and California Avenue) between the City of Urbana and
Urbana School District #116, 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.

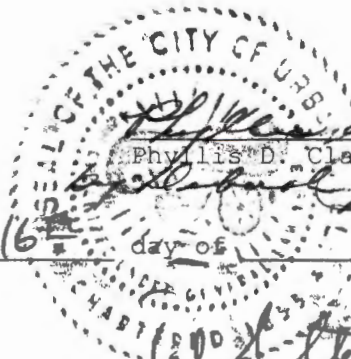
PASSED by the City Council this 2nd day of July,
2001.

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan

NAYS:

ABSTAINS:

APPROVED by the Mayor this 16th day of July,
2001.


Phyllis D. Clark
Phyllis D. Clark, City Clerk
Robert
Deputy Clerk
Tod Satterthwaite
Tod Satterthwaite, Mayor

AGREEMENT FOR USE OF RIGHT-OF-WAY

[Cedar from Oregon to California]

THIS AGREEMENT, made and entered into this 7th day of August, 2001, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and Urbana School District #116, a Community Unit School District of the State of Illinois (hereinafter "District"),

WITNESSETH:

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

A. Cedar Street is a forty-foot dedicated right-of-way between the north right-of-way of Oregon Street and the south right-of-way of California Avenue.

B. The District is herein granted by the City a limited right to construct a parking area to be built in part upon such right-of-way. This limited right is wholly dependent upon the District, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The District expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the District, 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, regardless of the existence or not of any breach, the use by the District 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 installation and maintenance of a parking area, which is 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"), 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. The parking area shall conform to the provisions regarding Parking and Access set forth in Article VIII of the Urbana Zoning Ordinance. Accordingly, a variance from Section VIII-3.E of the Zoning Ordinance shall be obtained from the Zoning Board of Appeals and City Council by the Urbana School District to allow exiting vehicles for a non-residential use to back into a public street.

D. When so instructed by the Director, the District will cause the parking area or any portion thereof to be removed, as nearly as possible in conformance with the Director's request, within thirty {30} days after receipt of written notice from the Director. The District 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 depressed curb and gutter and pavement, and replace

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Urbana School District #116]

with barrier curb and gutter and pavement on Cedar Street along the same alignment and to the proper elevation as existed prior to the construction of the parking area.

E. In the event of an emergency, defined as imminent peril to person or property, or when the District 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 District consents and agrees that the City or its duly authorized agent may remove the parking area, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the District. Should the District fail in any way to make timely payment to the City for such costs and expenses, the District 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 District agrees to defend the City from and against any claims, suits, or actions for death or injury to persons or damage to property or breach of the contract brought against the City arising from any alleged claims, acts, or omissions in connection with this Agreement, including the construction of the parking area, whether or not suit is filed unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents, or contractors. Additionally, the District shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of such circumstances except to the extent such damages are due to the negligence of the City, its employees, agents, or contractors.

G. The District acknowledges that it shall be fully responsible and bear all costs associated with any and all pavement maintenance, pavement markings, snow removal, street cleaning, and any other pavement maintenance or repair within the parking.

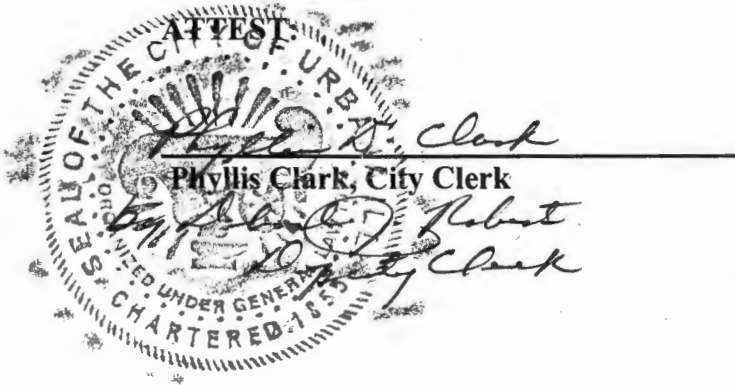
H. This Agreement shall be expressly binding upon both parties, their successors and assigns. This Agreement shall be valid only upon being duly recorded by the Recorder of Deeds for Champaign County, Illinois.

* * *

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Urbana School District #116]

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor



URBANA SCHOOL DISTRICT #116

By: G. Glumberg
Superintendent

ATTEST:

June Haber
Secretary

Prepared by and please return recorded copy to:

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



Proposed License Agreement
and Permanent Sidewalk Easement
at
Leal School



City of Urbana
Public Works Department
Engineering Division
Date: 06/18/01 Drawn by: BWF

